

FLORIDA PORTS CONFERENCE II

FEDERAL MARITIME COMMISSION

AGREEMENT NO. 201128-001

AMONG UNITED STATES PUBLIC PORTS

IN THE STATE OF FLORIDA



Original Effective Date: May 24, 2002

Expiration Date: This Agreement shall remain in effect indefinitely, or until the ninetieth day after a majority of the Parties have given notice of termination.

TABLE OF CONTENTS

	<u>Page No.</u>
Title Page	
Preamble	1
Article I	2
Article II	2
Article III	2
Article IV	4
Article V	4
Article VI	6
Article VII	11
Article VIII	12
Article IX	12
Article X	12
Article XI	12
Article XII	13
Article XIII	14
Article XIV	14
Article XV	14
Article XVI	14





First Revised Page No. 1
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

**A DISCUSSION AND COOPERATIVE WORKING AGREEMENT
AMONG THE PUBLIC PORTS OF FLORIDA**

PREAMBLE

This Agreement is made and entered into the 25th day of January, 2002, revised the 24th day of MAY, 2002, among the ports of Port Canaveral, Broward County (Port Everglades), Ocean Highway and Port Authority, Nassau County (Port of Fernandina), Jacksonville, Key West, Manatee, Miami, Palm Beach, Panama City, Pensacola, and Tampa.

WHEREAS, each of the Parties hereto is a public agency or body politic within the State of Florida and owns, administers and/or operates public wharves and other terminal facilities within the limits of their respective ports or port districts, and/or carries on the business of developing and/or furnishing wharves, docks, warehouses, marine terminals or other terminal facilities for the movement of cargo and passengers in connection with a common carrier by water in foreign commerce and in interstate commerce on the high seas; and

WHEREAS, these organizations serve the international commerce of the State of Florida, and are subject to the jurisdiction of the Federal Maritime Commission; therefore, these port organizations seek to have this Agreement made effective by the Federal Maritime Commission in accordance with Section 4 of the Shipping Act of 1984; and

WHEREAS, the Parties hereto desire to enter into an agreement pursuant to the provisions of the Ocean Shipping Reform Act of 1998, and Section 5 of the Shipping Act of 1984 for the purpose, among other things, of permitting the establishment of minimum rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of

OCT 21 2002

the public wharves and other terminal facilities at their respective ports; and

WHEREAS, the Parties hereto desire to associate themselves in an association to be known as the Florida Ports Conference II to promote fair and honorable business practices among those engaged in the marine terminal industry;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I - FULL NAME OF THE AGREEMENT

This Agreement shall be known as the Florida Ports Conference II, hereinafter referred to as the "Conference".

ARTICLE II - PURPOSE OF THE AGREEMENT

The purpose of the Agreement is, through authorization of discussion, consultation and development of consensus, to foster commerce, service and stability in the trade while maintaining the Parties' freedom of competitive action.

ARTICLE III - PARTIES TO THE AGREEMENT

The Parties to the Agreement are the following:

Canaveral Port Authority
200 George King Boulevard
Cape Canaveral, FL 32920

Broward County
Port Everglades Department
1850 Eller Drive
Ft. Lauderdale, FL 33316

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-3006



Port of Key West
City of Key West Transportation Dept.
201 William Street
Key West, FL 33040

Manatee County Port Authority
300 Regal Cruise Way, Suite 1
Palmetto, FL 34221

Miami-Dade County
Port of Miami
1015 North America Way
Miami, FL 33132

Ocean Highway and Port Authority, Nassau County
Port of Fernandina
501 N. 3rd Street
Fernandina Beach, FL 32034

Port of Palm Beach District
4 East Port Road, Suite 500
Riviera Beach, FL 33404

Panama City Port Authority
5321 W. Hwy. 98
Panama City, FL 32401

City of Pensacola
Port of Pensacola
700 S. Barracks Street
Pensacola, FL 32501

Tampa Port Authority
1101 Channelside Drive
Tampa, FL 33602



Each Port shall designate its Port Director, or his or her designee, to carry out the activities of the Conference. It is understood and agreed that wherever the words "Parties" or "Party" appear



First Revised Page No. 4
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

in this Agreement the Parties will be acting by and through their respective representatives, and the intent is to have an action taken or a course pursued without further action by the Parties' governing bodies.

ARTICLE IV - GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement is among marine terminal operators which are United States public ports in the State of Florida.

ARTICLE V - OVERVIEW OF AGREEMENT AUTHORITY

A. The Parties shall from time to time meet to confer, discuss, exchange information and make recommendations with respect to rates, charges, practices, legislation, regulations, standardized definitions, port administration, and on matters of concern to the public port industry.

B. The Parties may from time to time sponsor and promote information and education programs on matters relating to the public port industry.

C. The Parties shall, subject to the limitations in E. below, consult with one another with respect to the establishment of port terminal rates and charges and rules and regulations for or in connection with services and facilities, including, but not limited to: wharfage, dockage, sheddage, free time, demurrage, usage, rents, storage, handling, loading and unloading, licenses, preferential assignments, management agreements, leases, contracts and other privileges, charges, classifications, rules, regulations and practices.



First Revised Page No. 5
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

D. The Parties agree:

1. To assess and collect all rates and/or charges for or in connection with traffic handled by them within the scope of this Agreement, strictly in accordance with the rates, charges, classifications, rules, regulations and/or practices set forth in their respective applicable tariffs or properly published and filed Agreements with the Federal Maritime Commission; and
2. That they will not in any respect deviate from or violate any of the terms of said tariffs or agreements; and
3. That no rates or charges assessed or collected pursuant to such tariffs or agreements shall be directly or indirectly illegally or unlawfully refunded and remitted in whole or in part in any manner or by any device.

E. The Parties may establish minimum uniform port terminal rates and charges for or in connection with services and facilities, including but not limited to, wharfage, dockage, sheddage, free time, demurrage, usage, storage handling, loading and unloading, licenses, preferential assignments, management agreements, leases, contracts and other privileges, charges, classifications, rules, regulations and practices. It is expressly understood that rate setting authority pursuant to this Agreement is limited to the establishment of minimum rates and the individual Parties hereto may in their discretion establish any rate or charge above that set by the Parties as a minimum.

F. If a Party desires to make a change in tariff rates or charges which results in rates or charges below the minimum established pursuant to section E. above, approval by a minimum of



First Revised Page No. 6
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

two-thirds of all Parties is required for such change; provided, however, that in the event any such proposed change fails to receive two-thirds approval as required, any Party may take independent action with regard thereto in the manner hereinafter provided.

G. The Parties agree that each of them shall promptly furnish to the Conference, and to all Parties, amendments, supplements or reissues of their tariff.

H. It is understood that notwithstanding the limitations set forth in E. above, the Parties may in the future by amendment to this agreement, subject to filing and review by the Federal Maritime Commission, broaden the authority regarding, among other things, the establishment of rates and charges.

ARTICLE VI - OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY

A. Officers

Annually the Parties shall designate a Chair to call and preside over all meetings, a Vice-Chair to act in the absence or disability of the Chair, and a Secretary, who shall keep a minute record of the proceedings of all meetings and a record of all discussions and actions taken, and shall perform such duties as may be requested of him or her by the Chair. The Chair shall be a representative of one of the Parties and the Vice-Chair shall be a representative of another Party. Copies of the minute records and any other exchanged materials shall be furnished by the Secretary to the Federal Maritime Commission and to each Party. These reports shall be filed within thirty



First Revised Page No. 7
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

(30) days after such meeting and shall be certified by the Secretary as to their accuracy.

B. Committees

The Chair may appoint such committees as may, from time to time, be necessary, and such committees may meet from time to time as may be necessary to accomplish their assignments.

At meetings held by these committees, the Chair, the Vice-Chair, and the Secretary shall be entitled to participate ex officio.

Sub-Conference Committees

1. Any group of the Parties hereto, acting by and through their representatives, who, having mutual geographical, operational, nonoperational or other interests of any kind, which are common to the group, but not necessarily common to all the Parties hereto, may, if they choose to do so, also meet as a committee to confer, discuss, exchange information and make recommendations with respect to rates, charges, practices, legislation, regulations, port administration and other matters of concern and common interest to that group. Similarly, any group of the Parties hereto, acting by and through their representatives, who, having mutual geographical, operational, nonoperational or other interests of any kind, which are common to the group, but not necessarily common to all the Parties hereto, may, if they choose to do so, agree to consult as a committee, with one another with relation to, and to establish minimum Port Terminal rates and charges for, or in connection with, services and facilities, including but not limited to, wharfage, dockage, sheddage,



First Revised Page No. 8
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

free time, demurrage, usage, storage, handling, loading and unloading, licenses, preferential assignments, leases, contracts, and other privileges, charges, classifications, rules, regulations, and practices.

2. It is expressly understood that whether rate setting authority pursuant to this Agreement is exercised by all Parties to this Agreement, or any committee of the Conference, such is limited to the establishment of minimum rates and the Parties hereto, any Party of the Conference or any Party of a committee of the Parties hereto, may in its individual discretion establish any rate or charge above that set pursuant to this Agreement as a minimum.

3. Upon determining that a committee of Parties have one or more mutual interest, or interests, as set out above, making it desirable for them to confer with regard thereto, they shall give written notice to the Chair of the Conference and to all other Parties of the Conference of the intent to form a committee to meet and discuss such mutual interest or interests and shall advise the membership and the Public of the time, date and place of the first meeting of such committee and shall invite all other parties who share the same interests to join the committee. At the first meeting, the committee shall be informed, the initial membership thereof designated, and a Chair shall be elected from among the group who shall notify the Conference Chair in writing of the formation and membership of the committee.



First Revised Page No. 9
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

4. Each such committee shall keep accurate minutes of each meeting, whether in person or by telephone conference, recording each action taken, and such minutes shall be promptly filed with the Conference Chair. Each such committee shall also make an oral report of subjects discussed and actions taken within the committee to the full Conference membership at each Conference meeting, same to include all activities since the last report to the Conference membership.

5. Any committee formed under this article shall be entitled to have and exercise all the applicable rights, privileges and processes as set out in this Agreement, and which are available to the Parties of the Florida Ports Conference II as a whole.

C. Quorum

A quorum at any meeting, or at any committee meeting, shall consist of representatives of more than fifty percent of the Parties of the Conference or of such committee, respectively.

D. Meetings

1. Personal meetings of the Parties to this Agreement may be called by the Chair at his or her discretion at least two times in the calendar year commencing on the date of approval of this Agreement, or upon the written request of the Parties. The time, place and purpose of any personal meeting shall be set forth in the notice which shall be faxed and confirmed by mail to the Parties not less than ten (10) days



First Revised Page No. 10
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

before the date of the meeting, and no business, other than that for which the meeting is called, shall be transacted; provided, however, if all the Parties are present and unanimously agree, in person or by proxy, any other matters within the scope of the Agreement may be considered at such meeting.

2. The Chair, at his or her own discretion, or upon the written request of any Party, may call a meeting by correspondence, or by telephone conference call, and the Chair shall fix the date thereof. A notice of the call of any meeting by correspondence or telephone conference call shall be faxed and confirmed by mail to each Party not less than five (5) days prior to the date fixed for any such meeting by correspondence or telephone conference call, which notice shall state the manner of call of, and the date fixed for, said meeting by correspondence or telephone conference call and contain the subject or subjects to be considered and voted upon at such meeting, together with the text of any resolutions or any other matters proposed for action. A Party shall be deemed to have voted on a subject at a meeting by correspondence (a) if the Party shall have communicated its vote, in the affirmative or in the negative, on such subject to the Secretary in writing, by mail or fax, and if such communication is received by the Secretary prior to midnight of the date fixed for such joint meeting by correspondence; or (b) if the Party shall have failed to communicate its vote on such subject to the Secretary in the manner and within the time specified in (a) above, in such event, its vote on such subject shall be



First Revised Page No. 11
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

deemed to be and shall be entered as an abstention. A Party whose vote is received by mail or fax is deemed to be present for purposes of a quorum on that issue. Any resolution or other action proposed and adopted at a meeting by correspondence or telephone conference call shall have the same force and effect as though such resolution or other action had been adopted or taken at a personal meeting of the Parties pursuant to this Agreement. Procedures followed by telephone conference call will be the same as for a personal meeting of the Conference. Minutes of all meetings shall be prepared and filed with the Federal Maritime Commission as provided in Article VI A. of this Agreement.

E. Expenses

Each Party shall bear the expense of its own representatives while attending any meeting held under the provisions of the Agreement. Other expenses incidental to routine operations pursuant to this Agreement shall be apportioned equally among the Parties; it being mutually understood and agreed that expenses other than routine expenses can be contracted only by the separate agreement of the Parties. A contract with a law firm or other entity to handle the administrative duties of the Florida Ports Conference II, including fees, expenses, and other goods and services, may be specifically authorized by majority vote of the Parties.

ARTICLE VII - MEMBERSHIP AND WITHDRAWAL

Any public port in the State of Florida may become a Party to this Conference, or may



First Revised Page No. 12
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

withdraw from membership, upon written notice to its Chair. A Notice of Withdrawal is effective immediately. Any additional Parties of the Conference or any Parties withdrawing from the Conference will be reflected on a new signature page which will be filed with the Federal Maritime Commission. The Federal Maritime Commission shall, in all cases, be promptly informed of any such changes in new membership and of any termination of membership in this Conference.

ARTICLE VIII - VOTING

Each Party shall be entitled to one vote, to be cast in person or by proxy by the representative of the Party duly authorized to attend said meeting. All action under this Agreement shall be by majority vote unless otherwise specified in this Agreement.

ARTICLE IX - DURATION AND TERMINATION OF THIS AGREEMENT

This Agreement, and any amendments thereto, shall become effective when, and not before, it has been found effective under Section 5 of the Shipping Act of 1984 by the Federal Maritime Commission. This Agreement shall remain in effect indefinitely, or until the ninetieth day after a majority of the Parties shall have given the remaining Parties and the Federal Maritime Commission notice of termination and withdrawal from the Conference.

ARTICLE X - NEUTRAL BODY POLICING

Not applicable.

ARTICLE XI - PROHIBITED ACTS

1. The Conference and its Parties shall not engage in any conduct prohibited



First Revised Page No. 13
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

in Section 10 (c)(1) or (c)(3) of the Shipping Act of 1984.

To the extent required by law, all rates, charges, rules and regulations for or in connection with marine terminal services shall be quoted, charged and collected by the Parties strictly in accordance with their tariffs. No part thereof shall be unlawfully refunded or remitted in any manner directly or indirectly, or by any device, to any Party.

ARTICLE XII - CONSULTATION: SHIPPERS' REQUESTS AND COMPLAINTS

A. Any user of the services or facilities of the Parties of the Florida Ports Conference II or any other interested party desiring a hearing before the Florida Ports Conference II with regard to rates, charges, rules and regulations contained in the respective tariffs of the Parties hereto, adopted and filed pursuant to this Agreement, may apply for a hearing thereon before appropriate representatives of the Florida Ports Conference II.

B. Requests and complaints made pursuant to section A. above with respect to any such rates, charges, rules and regulations and/or practices, adopted pursuant to this Agreement, may be made by filing a statement thereof with the Chair or with the port director of any one of the Parties of the Florida Ports Conference II at the address published in the respective tariffs of said Parties.

C. Upon approval of a hearing by the Chair, appropriate notice will be given by mail to such shipper or complainant of the docketing of the matter and of the date of the proposed meeting of the Parties of the Florida Ports Conference II at which time the subject will be considered. If said shipper or complainant desires to be heard, he or she shall make a request therefor upon the Chair in advance of the meeting.



First Revised Page No. 14
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

D. The Secretary shall maintain a complete record of requests and complaints filed by shippers or complainants for a period of two years.

E. Any action by the Florida Ports Conference II pursuant to this article will not abridge the right of individual independent action under the provisions set forth herein.

ARTICLE XIII - INDEPENDENT ACTION

With respect to any actions to be taken or procedures to be followed under this Agreement, any Party hereto, after five (5) days written notice to the other Parties of the Florida Ports Conference II, may take action or follow procedures independent of those agreed upon by the Florida Ports Conference II.

ARTICLE XIV - SERVICE CONTRACTS

Not applicable.

ARTICLE XV - AMENDMENTS

This Agreement may be amended at any meeting by unanimous agreement of the Parties provided that such amendment has been found effective under Section 5 of the Shipping Act of 1984 by the Federal Maritime Commission. Any proposal to amend this Agreement shall be submitted to the Chair in writing not less than ten (10) working days before it is presented to the membership for consideration.

ARTICLE XVI - FILING AGENT

Each of the Parties hereof appoints in writing the Chair of the Conference as its representative authorized on behalf of such Party to file with the Federal Maritime Commission this Agreement, and



First Revised Page No. 15
Florida Ports Conference II
Discussion and Cooperative
Working Agreement II
FMC Agreement No. 201128

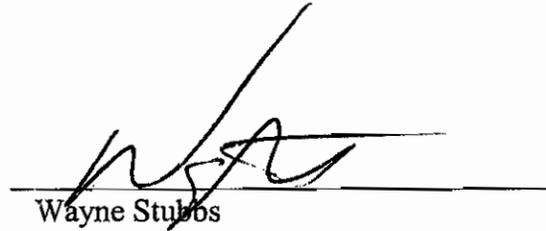
each amendment to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, in multiple copies, by their respective offices, thereunto duly authorized, as of the day, month, and year hereinabove first written.

There follows on separate pages, duly executed and acknowledged signatures of authorized officials of each Party hereto.

This Agreement and each amendment to or republication of this Agreement may be executed in one or more counterparts, and all of such counterparts shall constitute one Agreement, notwithstanding that all Parties are not signatory to the same counterpart.

This Agreement No. 201128-001, known as the Florida Ports Conference II, contains modifications to the original Federal Maritime Commission Agreement No. 201128 which were unanimously adopted by the members of the Florida Ports Conference II on May 24, 2002, as reflected in the Minutes previously filed with the Federal Maritime Commission. Accordingly, this Agreement No. 201128-001 is hereby executed by its Chairman who is duly authorized to sign this Agreement.



Wayne Stubbs
Chairman
Florida Ports Conference II