

Los Angeles and Long Beach
Marine Terminal Agreement
FMC Agreement No. _____201196

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FEDERAL MARITIME COMMISSION

TABLE OF CONTENTS

	<u>Original Page No.</u>
Article 1 Name of this Agreement	1
Article 2 Purpose of this Agreement	1
Article 3 Definitions	1-5
Article 4 Agreement Applicability	5-7
Article 5 Geographic Scope	8
Article 6 Filing with the Commission	8
Article 7 Effective Date; Term; Termination	8
Article 8 Miscellaneous	8-9
Signature Page	10
Attachment A – Concession Terms and Conditions	11-20

the Port of Long Beach for the purpose of loading, unloading or transporting cargo, including containerized, bulk, break-bulk and neo-bulk goods. Drayage Truck does not include Dedicated Use Vehicles, Authorized Emergency Vehicles, Military Tactical Support Vehicles or Yard Trucks.

“**Drayage Truck Registry**” or “**DTR**” is a database that contains information on trucks that conduct business on Port Property at the Ports of Los Angeles and Long Beach, including: (1) owner’s name, address, phone numbers, email address, and fax number; (2) Drayage Truck and engine make, model, and model year and fuel source; (3) Dispatching Licensed Motor Carrier(s) and Concession Number(s); (4) Vehicle identification number (VIN), license number and state of issuance; and (5) VDECS equipment.

“**Early Replacement Drayage Trucks**” means 2007 Drayage Trucks which are replacing older Drayage Trucks and are: (1) funded by Program Funds under grant applications which are approved by the Ports of Los Angeles and/or Long Beach prior to October 1, 2008; or (ii) privately funded without Program Funds under binding purchase and sales agreements entered into, and/or orders issued, prior to October 1, 2008.

“**Gross Vehicle Weight Rating**” is defined in California Vehicle Code Section 350.

“**Highway Projects**” shall mean the Gerald Desmond Bridge Replacement, the SR-47 Expressway (including replacement of the Heim Bridge), the Navy Way/Seaside Avenue Interchange, the South Wilmington grade separation, and the I-110 Connectors Program (which includes: I-110/SR-47/Harbor Boulevard interchange improvements, I-110/”C” Street interchange improvements, John S. Gibson intersection and I-110 ramp access improvements, and SR-47 on-ramp and off-ramp improvements at Front Street).

“**Infrastructure Projects**” shall include the Ports Rail System and Highway Projects.

“**International Registration Plan**” is a registration reciprocity agreement among states of the United States and provinces of Canada providing for payment of license fees on the basis of total distance operated in all jurisdictions.

“**Legacy LNG Trucks**” means Kenworth Model T-800 trucks equipped with Cummins ISX-G engines with emissions certified to 0.96 grams per brake horsepower hour (g/bhp-hr) for oxides of nitrogen (NOx) and 0.02 g/bhp-hr for particulate matter (PM), retrofitted with the Westport High-Pressure Direct Injection Liquified Natural Gas (LNG) conversion kit, funded by the Ports of Los Angeles and Long Beach under Cost Sharing Agreement No. 2588 and Los Angeles contracts numbered 2589, 2590, 2596, 2597, 2598, 2600, 2683, 2684, and 2685, when operated on LNG.

“**Lessee**” has the same meaning as in California Vehicle Code Section 371.

Los Angeles and Long Beach

~~Original~~ First

Revised Page No. 3-A

Marine Terminal Agreement

FMC Agreement No. _____201196

“Licensed Motor Carrier” means a motor carrier in good standing and in compliance with the requirements of a valid: (1) California Motor Carrier Permit issued by the California Department of Motor Vehicles under the California Vehicle Code; or (2) equivalent permit or license issued by any another state; or (3) a Federal Motor Carrier License (USDOT Number) and Operating Authority (MC or MX Number).

“Military Tactical Support Vehicles” is as defined in Title 13, CCR, Section 1905.

“On-Road” means a vehicle that is designed to be driven on public highways and roadways and that is registered or is capable of being registered by the California Department of Motor Vehicles (DMV) under Vehicle Code Sections 4000 *et seq.*, or DMV’s equivalent in another state, province, or country, or the International Registration Plan.

“Optical Character Recognition” or **“OCR”** is a system designed to read and digitize existing On-Road vehicle identifiers, such as state license plates, which will enable the Terminal Operator to access the Drayage Truck’s records in the DTR.

“Oxides of nitrogen” or **“NOx”** means compounds of nitrogen and oxygen, including nitric oxide and nitrogen dioxide.

“Party” or **“Parties”** shall have the meaning as set forth in the Preamble hereto.

“Port Infrastructure Fund” shall mean a restricted fund to be used exclusively for payment of the Ports’ allocable share, using the Computation Methodology, of costs of Approved Infrastructure Projects that are incurred following the approval of the Approved Infrastructure Projects by the applicable lead agencies. The Port Infrastructure Fund shall be comprised of the monies collected from the Infrastructure Fee on Containers.

“Port Property” means all property owned by the Ports of Los Angeles and Long Beach within the Harbor Districts of Los Angeles and Long Beach.

“Ports” means all waterfront property owned by Ports of Los Angeles and Long Beach and the Terminal Island Container Transfer Facility.

“Ports Rail System” shall mean: a Pier B Street Intermodal rail yard expansion, Terminal Island Wye Track Realignment, Pier B Street Realignment, Track Realignment at Ocean Boulevard/Harbor Scenic Drive, Pier F Support Yard, West Basin Rail Access Improvements, Grade Separation for Reeves Crossing, Closure of Reeves at-grade Crossing, Navy Mole Road Storage Rail Yard, Pier 400 Second Lead Track, Reconfiguration at CP Mole, Triple Track Badger Bridge, and Triple Track South of Thenard Jct.

“Program Funds” means monies disbursed by the Ports of Long Beach and Los Angeles through the Clean Truck Fund or the Harbor Revenue Fund, including funds received for that purpose from South Coast Air Quality Management District and State Proposition 1B Bond funds.

“Terminal” is any facility on Port Property used for the transfer of cargo from one mode to another, including container terminals, break bulk terminals, dry bulk terminals and rail yards.

Los Angeles and Long Beach

~~Original~~ First

Revised Page No. 4

Marine Terminal Agreement

FMC Agreement No. ~~201196~~

“**Terminal Operator**” is the entity with contractual authority from the Port of Los Angeles or the Port of Long Beach to operate a Terminal.

“**Radio Frequency Identification Device**” or “**RFID**” is an electronic device with a unique identification number, installed on a Drayage Truck which will enable the Terminal Operator to access the Drayage Truck’s records in the DTR.

“**Vehicle**” is as defined in Vehicle Code Section 670.

“**Verified Diesel Emission Control Strategy**” or “**VDECS**” is an emission control strategy that has been verified pursuant to the “Verification Procedure, Warranty and In-Use Compliance Requirements for In-Use Strategies to Control Emissions from Diesel Engines” in Title 13, California Code of Regulations, commencing with Section 2700, and incorporated by this reference.

“**Yard Truck**” means an off-road mobile utility vehicle used to carry cargo containers with or without chassis; also known as utility tractor rig (UTR), yard tractor, yard goat, yard hostler, or prime mover.

Article 4 Agreement Applicability

4.1 The Parties agree to undertake the following activities:

~~a. —to require all Terminal Operators to install RFID or OCR readers at all truck processing gates or have obtained written consent from the Port of Los Angeles or the Port of Long Beach to use an alternative means of accessing the DTR before allowing Drayage Truck access to the Terminal;~~

a. to require all Terminal Operators to install appropriate means, approved by the applicable Port, of accessing the Port’s DTR for the purposes of: (i) obtaining relevant information to confirm Drayage Trucks’ compliance with Terminal access requirements set forth by each Port; and (ii) enabling Terminal Operators to collect and remit the Clean Truck Fee. Acceptable means include RFID or OCR readers at all truck processing gates. Terminal Operators may obtain written consent from the Executive Director of the Port of Los Angeles or the Port of Long Beach, as the case may be, to use an alternative means of determining compliance with this requirement before allowing Drayage Truck access to the Terminal;

b. beginning October 1, 2008, at 8:00 a.m., to require all Terminal Operators to deny access into any Terminal to: (1) any Drayage Truck of model year 1988 or older, except for pre-1989 model year Drayage Trucks that are equipped with 1989 or newer model year engines; or (2) any Drayage Truck that cannot be verified as compliant with this deadline by reference to the Drayage Truck’s records in the DTR. Pre-1989 model year Drayage Trucks which are registered in the DTR as being replaced by Early Replacement Drayage Trucks shall be permitted an extended deadline of January 1, 2009, if being replaced by Diesel-Fueled 2007 Drayage Trucks, and of April 1, 2009, if being replaced by Alternative Drayage Trucks;

c. beginning January 1, 2010, at 8:00 a.m., to require all Terminal Operators to deny access into any Terminal to: (1) any Drayage Truck that is not equipped with: (i) a 1994 – 2003 model year engine certified to California or federal emission standards, and a level 3 VDECS which achieves a minimum 85% reduction in PM emissions and a minimum 25% reduction in

NOx emissions; or (ii) a 2004 or newer model year engine certified to California or federal emission standards; or (2) any Drayage Truck that cannot be verified as compliant with this deadline by reference to the Drayage Truck's records in the DTR;

d. beginning January 1, 2012, at 8:00 a.m., to require all Terminal Operator to deny access into any Terminal to: (1) any Drayage Truck that is not a 2007 Drayage Truck or a

Legacy LNG Truck; or (2) any Drayage Truck that cannot be verified as compliant with this deadline by reference to the Drayage Truck's records in the DTR;

e. to require all Drayage Trucks seeking entry upon Port Property on or after October 1, 2008, to be registered in the DTR prior to the time of entry. Registration in the DTR shall be in electronic format or on forms and with supporting documentation as may be required by the Ports to provide required information in verifiable form;

f. in the event of a change in the information provided for registration in the DTR with respect to a Drayage Truck, to require such amendment in the registration within ten (10) calendar days of the change, in electronic format or on forms and with supporting documentation as may be required by the Ports;

g. beginning October 1, 2008, at 8:00 a.m., to assess at the following Clean Truck Fee of Fees: (1) \$35 per twenty-foot equivalent unit.00 on containerized merchandise entering containers with an outside length of 20 feet or leaving the Ports by Drayage Truck less; and (2) \$70.00 on containers with an outside length of more than 20 feet, which shall be paid by the cargo owner. The Clean Truck Fee shall not be assessed on containerized merchandise that: (4i) enters or leaves the Ports by rail; (2ii) moves between two terminals within the Ports; (3iii) enters or leaves the Ports by Alternative Drayage Truck or Legacy LNG Truck, under certain circumstances determined by each Port; or (4iv) enters or leaves the Ports by 2007 Drayage Truck purchased without Program Funds, under certain circumstances determined by each Port; or (v) is shipped under contract to the United States Transportation Command, United States Military, or Department of Defense;

h. to require the first Terminal Operator to handle any containerized merchandise subject to the Clean Truck Fee to collect and remit the Clean Truck Fee to the Port of Los Angeles or the Port of Long Beach, as applicable, and the monies shall be used by the Board of Harbor Commissioners exclusively for replacement and retrofit of Drayage Trucks serving the Ports of Los Angeles and Long Beach;

i. beginning January 1, 2009 at 8:00 a.m., to assess an Infrastructure Fee on Containers of \$15.00 per twenty foot equivalent on containerized merchandise entering or leaving any Terminal, which shall be paid by the cargo owner. As Infrastructure Projects are approved by the applicable lead agencies, and from time to time thereafter, the Executive Directors of the Ports of Long Beach and Los Angeles ("Executive Directors") shall have the Infrastructure Fee on Containers recomputed using the Computation Methodology and this Agreement shall be amended to reflect the amount so computed. The Infrastructure Fee on Containers shall not be assessed on any containerized merchandise moved between two terminals within the Ports. The Infrastructure Fee on Containers shall no longer be collected: (1) after the share of Approved Infrastructure Project costs allocable to be recovered by the Port Infrastructure Fund have been paid in full; (2) after the Executive Directors determine that the Infrastructure Fund balance is sufficient to pay all such costs; or (3) if the Clean Truck Fee cannot be collected, whichever occurs first;

Los Angeles and Long Beach

~~Original~~ First

Revised Page No. 6-A

Marine Terminal Agreement

FMC Agreement No. 201196

j. to require the first Terminal Operator to handle containerized merchandise subject to the Infrastructure Fee on Containers to collect and remit the Infrastructure Fee on Containers

to the Port of Los Angeles or the Port of Long Beach, as applicable, to be held in the Port Infrastructure Fund and used exclusively for Approved Infrastructure Projects. If the share of Approved Infrastructure Projects costs allocable to be recovered from the Port Infrastructure Fund have been fully paid and funds remain in the Port Infrastructure Fund, these funds may be used for additional infrastructure projects of similar utility to the Approved Infrastructure Projects which are approved by the Board of Harbor Commissioners to be funded by the Port Infrastructure Fund;

k. to impose certain safety and security programs, including the development and implementation of requirements and common security systems at access and egress points in Port terminals, in order to ensure safe vehicle operations and to ensure compliance with local, state and federal safety and security requirements; and

l. beginning October 1, 2008, at 8:00 a.m., to require all Terminal Operator to deny access into any Terminal to any Drayage Truck unless such Drayage Truck is registered in the DTR under a Concession or a Day Pass. The Ports shall assess a ~~Concession fee~~ fees in amounts determined by each Port. The fee for a Day Pass shall be \$100 per Day Pass. The fees for Concession and Day Pass shall be paid by the Licensed Motor Carrier applying for or holding the Concession or Day Pass.

4.2 It is understood that the Parties may in the future by amendment to this Agreement, subject to the requirements of the Shipping Act of 1984, as amended, broaden or narrow the activities set forth herein.

4.3 The Parties acknowledge and agree that this Agreement shall apply only to: (i) future, prospective activities of the Ports; and (ii) marine terminal facilities owned or controlled by the Ports.

4.4 The Parties also acknowledge and agree that this Agreement completely sets forth all applicable charges, terms and conditions agreed to by the Ports that are applicable to their marine terminal facilities. Nothing in this Agreement shall be construed to provide for or authorize the Ports to fix and adhere to uniform maritime terminal rates, charges, practices and conditions of service relating to the receipt, handling, or delivery of cargo. The Parties further acknowledge and agree that this Agreement does not provide for or authorize the Parties to engage in discussion of subjects including marine terminal rates, charges, practices, and conditions of service relating to the receipt, handling or delivery of cargo.

4.5 Nothing in this Agreement shall be interpreted to require a Party to obtain approval or consent from the other Party before making any changes to its own tariff, Clean Truck Program, infrastructure fee requirements, ocean vessel programs, or any tariff requirements established thereunder.

- t. The Concessionaire shall be responsible to enter, update and maintain accurate data in the DTR, Concession Registry and Driver Registry, and notify the Ports or their designated agents within ten (10) business days of a change to any of the following information:
- i. DTR information, including for each Drayage Truck in service under the Concession, the year, make and model, status of compliance with EPA standards and retrofit, and annual miles driven, and any other information required by the Concession Administrator;
 - ii. Concessionaire information, provided under the Concession;
 - iii. Driver list and, status of commercial driver's license, and TWIC compliance; and
 - iv. such other information as may reasonably be required by the Executive Directors and Concession Administrator.
- u. Concessionaire agrees that while the Concession in is effect and for one year thereafter the Ports, the Concession Administrator (or any other agent designated by the Ports) may inspect any property, offices or equipment utilized by the Concessionaire to perform Drayage Service, and any files or records which the Ports believe may demonstrate the extent to which the Concessionaire has complied or has failed to comply with requirements set forth in the Concession.
- v. ~~Except~~ To different extent for the sole negligence or willful misconduct of ~~Port~~ each Port, Concessionaire shall at all times indemnify, protect, defend, and hold harmless the Ports and any and all of their boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the Ports, their boards, officers, agents, or employees by reason of any damage to property, injury to persons, or any action that may arise out of the performance of the Concession that is caused by any act, omission, or negligence of Concessionaire, its boards, officers, agents, employees, contractors, subcontractors or Permitted Trucks ~~regardless of whether any act, omission, or negligence of the Ports, their boards, officers, agents, or employees contributed thereto; provided that: (i) if the Ports contribute to a loss, Concessionaire's indemnification of the Ports for the Ports' share of the loss shall be limited to One Million Dollars (\$1,000,000); (ii) notwithstanding the foregoing limitation, Concessionaire shall remain responsible for one hundred percent (100%) of any loss attributable to it, and (iii) the provisions in (i) and (ii) apply on a per-occurrence basis.~~

- w. Concessionaire shall ensure that the following insurance is in force at all times during the term of the Concession for all Permitted Trucks: automobile insurance within Concessionaire's normal limits of liability but not less than \$1,000,000 combined single limit per occurrence for transportation of all non-hazardous commodities, including oil and hazardous material in bulk and not less than \$5,000,000 combined single limit for transporting hazardous substances in cargo tanks, portable tanks or hopper-type vehicles with capabilities in excess of 3,500 water gallons, or hazardous materials meeting specified hazard classes or divisions within the Hazardous Material Table (49 C.F.R. 172.101). Each policy shall contain an additional insured endorsement naming the City of Long Beach Harbor Department or the City of Los Angeles Harbor Department, as applicable, and their boards, officers, agents, and employees.
- x. Concessionaire shall certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Concessionaire shall comply with such provisions before commencing the performance of the tasks under the Concession. Concessionaire shall submit Workers' Compensation policies that meet current California statutory requirements, and \$1,000,000 in employer's liability coverage, whether underwritten or by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the Ports in any circumstance in which it is alleged that actions or omissions of the Ports contributed to the accident.
- y. Carriers shall obtain and maintain all insurance coverage required by the Concession with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in the Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to the Ports.
- z. Concessionaire shall ensure that each insurance policy required to be obtained and maintained pursuant to the Concession shall provide that it will not be canceled or reduced in coverage until after the Risk Manager of the Ports has been given 30 days' prior written notice by registered mail.
- aa. Concessionaire shall ensure that special endorsement forms are submitted to the Program Administrator as evidence of all required insurance. Alternatively, a certified copy of each policy containing the additional insured and 30-day cancellation notice language shall be furnished to Concession Administrator. The form of such policy or endorsement shall be subject to the approval of the City Attorney or the Risk Manager of the Port, as the case may be.

- bb. At least 30 days prior to the expiration of each policy, Concessionaire shall furnish to Program Administrator a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above.
- cc. Concessionaire shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ~~Five Hundred Dollars (\$500.00)~~ an amount (to be determined by each Port) to property, occurring upon Port property, or elsewhere within the Harbor District of the City of Long Beach or the City of Los Angeles, as applicable, if Concessionaire's officers, agents, employees, contractors, subcontractors or Permitted Trucks are involved in such an accident or occurrence. Such report shall contain to the extent available: (i) the name and address of the persons involved; (ii) a general statement as to the nature and extent of injury or damage; (iii) the date and hour of occurrence; (iv) the names and addresses of known witnesses; and (v) such other information as may be known to Concessionaire, its officers or managing agents.
- dd. In the event Concessionaire ~~fails to comply with the terms and conditions of the Concession or commits an event of Default (as such term is defined immediately below), such event shall be deemed a Default by the Concessionaire and the Port shall give Concessionaire written notice of such Default and, if specified in the notice, opportunity for the Concessionaire to cure the Default.- If the Concession is terminated due to failure by the Concessionaire fails to cure the Default or fails to take substantial and diligent steps towards such corrections, within ten (10) calendar days after Concessionaire's receipt of such notification, the Port may treat the Concession as terminated not earlier than at 11:59 p.m., Pacific Time on the thirtieth (30th) day following the date of Concessionaire's receipt of notice. Upon such termination the cure period,~~ the Port may deny any and all access to Port property by the Concessionaire. In the event that the nature of the Default is such that it cannot be cured within ~~ten (10) calendar days~~ the cure period, Concessionaire must take substantial steps toward corrections within ~~said ten (10) calendar days~~ the cure period, and diligently continue ~~substantial efforts to complete the cure of the Default as soon as is reasonably practicable.~~
- ee. Circumstances that constitute a default under the Concession by Concessionaire ("Default") shall include, without limitation, the following:
- i. Any act or failure to act which operates to deprive Concessionaire any of the rights, powers, licenses, permits or authorities necessary for the proper conduct and operation of Drayage Service in accordance with applicable laws;

- ii. Any failure to comply with the terms and conditions of the Concession;

- i. The Executive Director, or any employee of the Port designated by the Executive Director, may issue a Notice of Default to a Concessionaire whenever there is reason to believe that the Concessionaire has breached the Concession or committed an event of Default.
- ii. A Notice of Default shall be in writing, signed by the Executive Director or his/her designee, ~~briefly~~ state the nature of the Default, state the Remedy imposed, and shall be delivered by first class mail, overnight courier delivery or personal delivery to the business address provided by the Concessionaire in its application, or to any officer of the Concessionaire.
- iii. A Notice of Default is an exercise of the Port's proprietorship of the Harbor District and of Port land and facilities and is not an action of the City of Los Angeles or the City of Long Beach, as applicable, in its sovereign capacity. A Notice of Default and any Remedy imposed by a Notice of Default is independent of, and without prejudice to, any civil or criminal proceeding, claim, penalty, fine, sanction, or remedy that may be instituted or imposed by any governmental entity, including the Cities, by reason of the same Default giving rise to the Notice of Default.
- iv. A Notice of Default shall also state whether the Default is being designated by the Port as a Minor Default or a Major Default.
- v. The Remedy stated in a Notice of Default which is designated as a Minor Default shall be effective and final ~~fourteen (14) calendar days~~ within a time period to be determined by each Port after the Notice of Default is mailed or personally delivered, unless the Concessionaire has delivered a completed Notice of Contest to the Port, on a form for such a purpose, that it contests the Notice of Default ~~within the fourteen (14) calendar days~~ such time period.
- vi. If the Concessionaire has delivered such a completed Notice of Contest, the Executive Director will designate a person (the "Hearing Officer"), who did not sign the Notice of Default, to hold an Informal Hearing on the Notice of Default. At the Informal Hearing, the Port and the Concessionaire will present any relevant information and legal contentions with respect to the Notice of Default. The Informal Hearing shall be conducted informally under such procedures as may be designated by the Hearing Officer and any rules of evidence may be dispensed with. The Decision of the Hearing Officer on the Notice of Default shall be final when rendered and shall include either upholding the Notice of Default and the Remedy stated therein or disallowing the

Notice of Default. The Decision shall be in writing and signed by the Hearing Officer, but need not be accompanied by reasons or findings.

- vii. The Remedy stated in a Notice of Default which is designated as a Major Default shall be effective and final ~~thirty (30) calendar days~~ within a time period to be determined by each Port after the Notice of Default is mailed or personally delivered, unless (i) -the Concessionaire has delivered a completed Notice of Contest to the Port, on a form for such a purpose, that it contests the Notice of Default within ~~the thirty (30) calendar days~~ such time period, or (ii) the Notice of Default contains the finding such as: substantial risk of danger or injury to the Port, its customers or facilities, or persons or property at or near the Port, in which event the Remedy shall take immediate effect. If the Concessionaire completes a Notice of Contest, the Port will endeavor to hold an Informal Hearing as expeditiously as possible.
- ~~viii.~~ viii. — If the Concessionaire has delivered a completed Notice of Contest, the Executive Director will designate a person (the “Hearing Officer”), who did not sign the Notice of Default, to hold an Informal Hearing on the Notice of Default. At the Informal Hearing, the Port and the Concessionaire will present any relevant information and legal contentions with respect to the Notice of Default. The Informal Hearing shall be conducted informally under such procedures as may be designated by the Hearing Officer and any rules of evidence may be dispensed with. A transcription or recording of the Informal Hearing shall be made. The decision of the Hearing Officer on the Notice of Default shall be final, unless either the Concessionaire or the Port staff, within ten (10) calendar days requests that the Decision be reviewed by the Executive Director. The Decision shall include any of the following results: (a) upholding the Notice of Default and the Remedy stated therein; (b) upholding the Notice of Default but ordering a greater or lesser Remedy than stated in the Notice; or (c) disallowing the Notice of Default. The Decision shall be in writing, signed by the Hearing Officer, and shall briefly state the Hearing Officer’s reasons for the Decision.
- ix. ~~The following Remedy may be contained in a Notice of Default and A~~ Notice of Default which designates a Major Default may contain a finding that the Default constitutes a substantial risk of danger or injury to the Port, its customers or facilities, or persons or property at or near the Port. Such a Notice of Default may contain a Remedy that takes effect immediately upon issuance of the Notice and is intended to prevent or lessen the risk of danger or injury. If such an immediate

Remedy is contained in the Notice of Default, the Remedy shall take effect immediately and shall remain in effect pending the hearing

procedures set forth immediately above. If the Concessionaire completes a Notice of Contest, the Port will endeavor to hold an Informal Hearing as expeditiously as possible.

gg. The Ports may require the Remedy to be contained in a Notice of Default. The Remedy may imposed by the Port for a breach of the Concession or other event of Default, as follows:

- i. For a Minor Default, any one or more of the following may be contained in a Notice of Default as a Remedy and imposed by the Port:
(a) a warning letter; (b) an order that corrective action be undertaken within a specified period of time; (c) an order that the cost of