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OFFICE OF THE
GENERAL MARITIME COMM

“**ARB**” means the California Air Resources Board.

“**Authorized Emergency Vehicle**” is as defined in California Vehicle Code Section 165.

“**CARB Diesel Fuel**” is Diesel Fuel certified by ARB as meeting the fuel specification standards set forth at Title 13, California Code of Regulations (CCR) Section 2280 *et seq.*

“**Commission**” shall mean the U.S. Federal Maritime Commission, or any succeeding agency.

“**Compliance Label**” is a tag issued by ARB under the Drayage Truck Registry for Drayage Trucks operated at the ports and intermodal rail yards that meet ARB requirements and compliance schedules.

“**Computation Methodology**” shall mean the methodology described in the document entitled Methodology for Determining Infrastructure Cargo Fee dated January 4, 2008.

“**Concession**” means a written agreement between the Port of Los Angeles or the Port of Long Beach and a Licensed Motor Carrier to allow Drayage Truck access to a Port Terminal, with terms and conditions as set forth in Attachment A hereto.

“**Day Pass**” means a right of access from the Port of Los Angeles or the Port of Long Beach to a Licensed Motor Carrier to allow Drayage Truck access to a Port Terminal on terms and conditions set forth by the Port.

“**Dedicated Use Vehicles**” are On-Road Vehicles that do not have separate tractors and trailers, including auto transports, fuel delivery vehicles, concrete mixers, mobile cranes and construction equipment.

“**Diesel Fuel**” means any fuel that is commonly or commercially known, sold, or represented by the supplier as diesel fuel, including any mixture of primarily liquid hydrocarbons (organic compounds consisting exclusively of the elements carbon and hydrogen) that is sold or represented by the supplier as suitable for use in an internal combustion, compression ignition engine.

“**Diesel-Fueled**” means a compression - ignition engine fueled by Diesel Fuel, CARB Diesel Fuel, or jet fuel, in whole or part, including liquid natural gas engines using diesel fuel for pilot ignition.

“**Diesel Particulate Matter**” or “**PM**” means the particles emitted in the exhaust of Diesel- Fueled compression-ignition engines.

“**Drayage Truck**” means any in-use On-Road Vehicle with a Gross Vehicle Weight Rating of 33,000 pounds or greater operating on property owned by the Port of Los Angeles or

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~~, February 18, 2009, at 8:00 a.m., to assess the following Clean Truck Fees: (1) \$35.00 on containers with an outside length of 20 feet or 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: (i) enters or leaves the Ports by rail; (ii) moves between two terminals within the Ports; (iii) enters or leaves the Ports by Alternative Drayage Truck or Legacy LNG Truck, under certain circumstances determined by each Port; (iv) 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~~ July 1, 2009 ~~2010~~ at 8:00 a.m., to assess an Infrastructure Fee on Containers of ~~\$15.00 per twenty foot equivalent~~ in amounts determined by each Port 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, as applicable, 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;

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 Concession fees in amounts determined by each Port. The fee for a Day Pass shall be ~~\$100~~30 per Day Pass plus the cost of the RFID or other required identification. 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.