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FEDERAL MARITIME COMMISSION

PORT OF SEATTLE/PORT OF TACOMA PUGET SOUND AIR QUALITY  
DISCUSSION AGREEMENT

FMC AGREEMENT NO. 201187

COOPERATIVE WORKING AGREEMENT



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**ARTICLE I: FULL NAME OF THE AGREEMENT**

This Agreement is known as the Port of Seattle/Port of Tacoma Puget Sound Air Quality Discussion Agreement (“Agreement”).

**ARTICLE II: PURPOSE OF THE AGREEMENT**

A. General. The purpose of this Agreement is to allow its signatories to meet, discuss, collect and share information, and agree on matters concerning the environmental impacts arising from port operations and the promotion of efficient goods movement.

B. Specific purposes. The following list of specific purposes under this Agreement are not intended as limitations to the general statement of purpose under II.A. above. The signatories to this Agreement may discuss, collect and share information, and agree on the following matters as they relate to environmental issues and the promotion of efficient goods movement associated with the independent operations of the Port of Seattle and Port of Tacoma:

1. Port operations as they relate to reducing air pollution.
2. Compliance with federal, state, or local clean environmental standards.
3. Environmental data from port-related operations.
4. Methods for reducing cargo-handling equipment emissions.
5. Marine cargo handling practices and other conditions of service relating to reducing air pollution. This includes the development, acquisition, testing, deployment, and use of equipment, technology, or procedures related to safe, secure, and efficient marine terminal operations and the transportation of cargo and marine terminal operations, including data collection related to trucks.
6. Vehicle and equipment pollution control retrofit programs and measures for reducing truck air emissions.
7. Vessel and equipment emission reduction programs and measures.

8. Operational efficiencies and operational costs, including procedures relating to the interchange of cargo and equipment with motor carriers and rail carriers, extended or off-peak marine terminal operations or facility access control procedures, and systems related to cargo transportation.
9. Technology and infrastructure improvements to improve the efficiency of goods movement..
10. Federal, state, and local cooperation in enhancing existing or developing regional, port-related transportation infrastructure, including but not limited to, port access roadways and rail improvements related to the December 2007 Northwest Ports Clean Air Strategy (“NPCAS”) issued by the Port of Seattle, the Port of Tacoma, and the Port of Vancouver.
11. Methods for reducing rail equipment air emissions.
12. Communications to the general public and federal, state, and local government related to the NPCAS.
13. Drafting and lobbying for new legislation, regulations, and funding from local, state, and federal levels of government related to the NPCAS.
14. Imposition of fees to further the purposes of this Agreement.
15. The current and potential regulatory environment relating to air quality.
16. Expenditures of funds for the purposes described in this Agreement and program funding strategies.
17. Methods for reducing air emissions from ocean-going vessels.

C. Limited Participation of Non-members to the Agreement. The signatories to this Agreement may from time to time invite outside parties to attend Agreement meetings to consult with or otherwise provide input, information, or expertise on subjects within the Agreement’s purposes. Such parties will not participate in the deliberations or decision-making processes allowed under this Agreement.

D. Additional Agreements and Understandings—Binding Agreements. Agreements reached under this Agreement will require the consent of the signatories. Any specific further agreements reached under this Agreement may be subject to filing with the

Federal Maritime Commission ("FMC"). The parties will advise the FMC either verbally or in writing prior to implementation of any such further agreement. Nothing in this Agreement should be construed to bind any signatory to any agreement reached subsequent to the date of this Agreement. Agreements made under this Agreement will not be binding unless evidenced in writing and signed by the parties.

### **ARTICLE III: PARTIES TO THE AGREEMENT**

The parties to the Agreement are the Port of Seattle and the Port of Tacoma, both municipal corporations of the state of Washington, acting by and through their respective Commissions.

### **ARTICLE IV: GEOGRAPHIC SCOPE OF THE AGREEMENT**

This Agreement covers the geographic scope of the Ports of Seattle and Tacoma.

### **ARTICLE V: ADMINISTRATION AND DELEGATION OF AUTHORITY**

A. Administration. The signatories will administer this Agreement through their duly authorized representatives. The signatories may carry out the activities authorized in this Agreement through meetings, telephone communications, video conferences, electronic mail or other communications means as the signatories choose.

B. Committees. The signatories may establish committees and subcommittees as they deem desirable to carry out the purposes of this Agreement. All such sub-groups under this Agreement will maintain minutes of their meetings and make those available to the Secretary under this Agreement.

C. Outside Resources. The signatories may hire and retain consultants, subcontractors, or other third parties to carry out the purposes of this Agreement, subject to the signatories' respective agreement regarding costs in connection with such hiring.

D. Secretary. The signatories will select a secretary to be responsible for all administrative tasks under this Agreement. The Secretary will take minutes of all meetings and a record of all discussions and actions taken. The Secretary will file minutes of all meetings conducted under the Agreement and any materials provided to the signatories, committees, or subcommittees with the FMC and to each signatory.

**ARTICLE VI: DURATION, MODIFICATION, AND TERMINATION**

A. Duration. This Agreement will become effective when allowed under 46 U.S.C. § 40304. This Agreement will have an indefinite term. A signatory may withdraw from the Agreement by written notice delivered to the other signatories not less than 60 days prior to the termination.

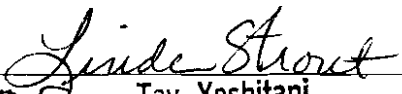
B. Modification. The signatories may amend this Agreement if both parties agree in writing. The Secretary will file the amendments with the FMC and the amendments will be effective as specified under applicable federal law and regulation.

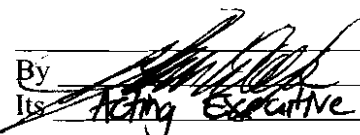
This Agreement and each amendment to or republication of this Agreement may be executed in one or more counterparts, and all of such counterparts shall constitute one Agreement, notwithstanding that all signatories have not signed the same counterpart.

IN WITNESS WHEREOF, the signatories have executed this Agreement on the dates below.

**PORT OF SEATTLE**

**PORT OF TACOMA**

  
By Taro Yoshitani  
Its Chief Executive Officer  
Date: 5/20/08

  
By Acting Executive Director  
Its Acting Executive Director  
Date: 5/19/08