

Southern States Chassis Pool Agreement

FMC Agreement No. 201262

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ARTICLE 1. FULL NAME OF AGREEMENT

This agreement shall be known as the Southern States Chassis Pool Agreement (“Agreement”).

ARTICLE 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is improve the supply and condition of chassis at the respective ports, by permitting the parties to discuss, evaluate and reach agreement between themselves and with third parties with respect to matters pertaining to the interchange, transportation, use and operation of chassis and related equipment used at, and in connection with, the transportation of international cargo via containers at the parties’ marine terminal facilities.

ARTICLE 3. PARTIES TO AGREEMENT

The parties to the Agreement (“Member Ports”) are Marine Terminal Operators as defined in 46 U.S.C. § 40102(14). Each Member Port operates public wharves and other marine terminal facilities in connection with foreign ocean common carriage.

The names and addresses of the initial Member Ports are:

- A. the Georgia Ports Authority (“GPA), P.O. Box 2406, Savannah, Georgia 31402;
- and
- B. the South Carolina Ports Authority (“SCPA”), P.O. Box 22287, Charleston, South Carolina 29413-2287.

ARTICLE 4. SCOPE OF AGREEMENT

This Agreement covers the marine terminals and adjacent space of the Member Ports. It also includes Inland Intermodal Terminals/Depots (rail terminals, container yards, container freight stations, intermodal equipment storage areas, container depots and similar facilities) or located in the States of Georgia, South Carolina, Alabama, Florida, North Carolina and Tennessee where chassis used to transport containers in foreign commerce moving either to or from the Member Ports are received, delivered, handled, stored, maintained, repaired, loaded, unloaded, inspected or interchanged, as well as such chassis moving to or from such Inland Intermodal Terminals/Depots.

ARTICLE 5. AGREEMENT AUTHORITY

- A. The Member Ports, collectively and individually, will have the authority to meet, discuss, exchange information or data, and negotiate and agree, between themselves and with third parties, on all matters relating to the establishment, operation and use of chassis within the Scope of Article 4:
 - i.) Establishment of a chassis pool (“Chassis Pool”) to operate at the Member Ports;

- ii.) Engagement, contracting with, and termination of an operator (“Operator”) for the Chassis Pool;
- iii.) Establishment and operation of a Governing Board, consisting of the Member Ports and the Operator, that has the authority to establish rules, policies and procedures related to the Chassis Pool, physical and performance characteristics of chassis supplied to or by the Pool, the size and adequacy of the Pool’s chassis inventory, maintenance of chassis, and the rates at which chassis may be offered to users, provided that the rates will be on a utility model sufficient to sustain the chassis pool and the costs of administration, but without profit to the Ports; and
- iv.) Establishment and appointment of an advisory council (“Advisory Council”) to provide stakeholder input to, and consultation with, the Operator of the Chassis Pool and the Member Ports. The Advisory Council will consist of such stakeholders as are appointed by the Governing Board, and may include Vessel Operating Common Carriers shippers, trucking companies, suppliers to the Chassis Pool and railroads.

ARTICLE 6. ADMINISTRATIVE MATTERS

- A. Meetings under this Agreement may be in person or by telephone or video conference at such time and in such manner or places as may be designated by the Member Ports. Meetings may be chaired by any person designated by the Member Ports.
- B. The Member Ports may establish such committees as they deem necessary or appropriate, and such committees shall meet as necessary.
- C. The Member Ports shall, at the first meeting, designate a Secretary and an Assistant Secretary. The Secretary, Assistant Secretary or other person designated by them will attend meetings and be responsible for filing the following documents with the Federal Maritime Commission in accordance with the Commission's regulations:
 - i.) Each amendment to this Agreement; and
 - ii.) Minutes for any meeting within the definition of 535.704(b) and not exempt under 535.704(d), in compliance with 535.704(c) (contents) and (e) (serial numbers).

ARTICLE 7. MEMBERSHIP AND WITHDRAWAL

- A. Additional public port authorities meeting the requirements in Article 3, paragraph 1, will be eligible to become a Member Port if approved by both of the two initial Member Ports (GPA and SCPA), and subject to such conditions as the two initial Member Ports shall prescribe. Addition of a new Member will require an amendment to this Agreement, and will become effective in accordance with the provisions of the Shipping Act of 1984.

B. Any party to this Agreement may withdraw from the Agreement at any time upon one hundred and eighty (180) days prior written notice to the other party at the address set forth herein. In the event a party withdraws, the withdrawing party shall return or certify the destruction of any confidential information exchanged under this Agreement. Notice of withdrawal shall be provided to the Federal Maritime Commission, and such withdrawal will become effective as of the date permitted under the Shipping Act of 1984. The withdrawing party will be responsible for all costs associated with the withdrawal.

ARTICLE 8. CONFIDENTIALITY

The parties agree that information exchanged under this Agreement may contain non-public, confidential business information and trade secrets. The parties shall treat all information exchanged hereunder as confidential. The parties recognize that such confidentiality may be limited by legal requirements applicable to each individual party under Federal, state, or local law. Nothing in this Agreement changes such legal requirements.

ARTICLE 9. EFFECTIVE DATE, DURATION, AND TERMINATION

A. This Agreement shall become effective on the date it becomes effective under the Shipping Act of 1984.

B. This Agreement shall remain in effect indefinitely, unless terminated.

C. This Agreement may be terminated at any time upon mutual agreement of the parties or if all but one party withdraws from the Agreement. Termination will become effective as of the date permitted under the Shipping Act of 1984.

ARTICLE 10. AMENDMENTS

The terms of this Agreement may be amended by mutual agreement of the parties. Such amendments shall be in writing, signed by the parties and shall become effective as of the date permitted under the Shipping Act of 1984.

ARTICLE 11. NOTICES

Any notice permitted or required under this Agreement shall be in writing and served on each party at the address set forth herein, either by first class certified mail, return receipt requested or by overnight delivery service.


ARTICLE 12. EXECUTION

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day
of _____, 2018:

Georgia Ports Authority

Signature: 

Name: GRIFFITH LYNCH

Title: Executive Director

Dated: 6.19.18

South Carolina Ports Authority

Signature: _____

Name: _____

Title: _____

Dated: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day
of _____, 2018:

Georgia Ports Authority

Signature: _____

Name: _____

Title: _____

Dated: _____

South Carolina Ports Authority

Signature: _____

Name: James I. Newsome

Title: President & CEO

Dated: 6/18/2018