

CALIFORNIA ASSOCIATION OF PORT AUTHORITIES

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A G R E E M E N T

THIS AGREEMENT, entered into at San Francisco, California, by and between the undersigned on the 12th day of April, 1940, and amended at Long Beach, California on June 10, 1940, and at Oakland, California, on October 18, 1940.

W I T N E S S E T H:

OBJECTS AND PURPOSES

That, in consideration of the benefits to be severally and collectively derived from this agreement, the parties hereto hereby associated themselves in an association to be known as the "CALIFORNIA ASSOCIATION OF PORT AUTHORITIES" hereinafter referred to as the "Association", to promote fair and honorable business practices among those engaged in the marine terminal industry, to more adequately serve the interests of the shipping public at their terminals in ports in the State of California and to establish and maintain just and reasonable, and, as far as practicable, uniform terminal rates, charges, classifications, rules, regulations and practices at such terminals for or in connection with interstate and foreign waterborne traffic, provided that it is recognized that each port or terminal may have a different situation and the term "uniform" shall not necessarily be construed to mean identical, and it is understood that all matters involved herein shall be worked out in a spirit of bona fide effort to accomplish an arrangement that will give no one an undue advantage, taking into consideration all competitive conditions, and to cooperate with port authorities and marine terminal operators of other districts either individually or through their associations, to the end that the purposes set forth above may be achieved as widely as possible.

MEMBERSHIP

1. Any port authority or marine terminal operator in the State of California may hereafter by consent of a majority of the parties hereto become a party to this agreement upon written acceptance of its terms and conditions, provided, however, no such admission shall become effective prior to the date of written advice thereof given by the Association to the United States Maritime Commission, Washington, D. C. Two signed copies of each such written acceptance shall be furnished promptly by the Association to the United States Maritime Commission. The admission of any such port authority or terminal operator shall not be denied without just and reasonable cause.

TARIFF COMPLIANCE

2. The parties hereto agree 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; that they will not in any respect deviate from or violate any of the terms of said tariffs; and that no rates or charges assessed or collected pursuant to such tariffs shall be directly or indirectly illegally or unlawfully refunded or remitted in whole or in part in any manner or by any device.

TARIFF CHANGES

3. The parties hereto further agree to consult with one another when possible, relative to and before amending, supplementing or reissuing any of their tariffs dealing with traffic, within the scope of this agreement. Any recommendation made by any party hereto shall be purely advisory and shall not be binding upon the parties hereto. Amendments, supplements, or reissues of any tariff shall be furnished promptly to the Association, and shall be available to all members of the Association.

COMMISSION FILINGS

4. A copy of each tariff effective hereunder containing all rates, charges, rules, classifications, regulations and/or practices, including additions thereto and changes therein, shall be furnished promptly to each member of the Association, and to the United States Maritime Commission, Washington, D. C., by the Association.

WITHDRAWAL PROCEDURE

5. Any member may resign from the Association at any time, upon three (3) months' previous written notice of such resignation mailed to the Association. Promptly upon the receipt of any such notice of resignation, the Association shall mail a copy thereof to the United States Maritime Commission, Washington, D. C. Upon the effective date of said resignation, the member so resigning shall be relieved of all obligation to the Association, except for the amount of any dues of said member then due and unpaid, and except for the amount of any then delinquent assessment levied against said member.

SUBJECT TO APPROVAL

6. This agreement, or any modification thereof, shall not become effective until approved pursuant to Section 15 of the Shipping Act, 1916, as amended, provided, however, that the filing of and participation in this agreement shall not be construed as a waiver of, or in any respect prejudicial to, the contentions of any of the parties hereto as to their amenability to the provisions of the Shipping Act, 1916, as amended.

EXECUTED IN TRIPLICATE

7. This agreement shall be executed in triplicate, two copies to be filed with the United States Maritime Commission, Washington, D. C., and one copy to be retained by the Association.

HEADQUARTERS

8. The principal office of the Association shall, unless otherwise determined by the members, be at the port in which the office of the President is located.

MEMBERS' REPRESENTATION

9. At a organization meeting in San Francisco, California, on the 12th day of April, 1940, and at each subsequent annual meeting as hereinafter provided each Association member shall declare the name of the person who shall represent it at meetings of the Association and such person shall serve until such time as his successor is named and seated. Each member shall be permitted to designate and appoint one alternate to serve instead of such accredited representative in the event of his absence.

OFFICERS

10. At said organization meeting and at each annual meeting thereafter the members shall elect by majority vote, a President, a Vice President, a Treasurer and a Secretary. These officers shall serve, without compensation, for one year or until their successors have been duly elected and installed in office. They shall perform the duties ordinarily performed by such officers, and such other duties as may be assigned to them by the members.

EMPLOYEES

11. The members may select and employ a Manager, and such other help as may be necessary to carry on the activities of the Association and shall fix the duties and compensation of such employees.

DUTIES OF PRESIDENT

12. It shall be the duty of the President to preside at all meetings of the Association, and he shall be ex officio member of all committees.

DUTIES OF VICE PRESIDENT

13. In the absence of the President or in case of his incapacity, it will be the duty of the Vice President to perform the duties of the President.

DUTIES OF SECRETARY

14. The Secretary shall keep an accurate record of the proceedings of the Association and shall issue all calls and notices ordered by the President. He shall have custody of all official papers and records, except those of the Treasurer. He shall furnish promptly to the United States Maritime Commission, Washington, D. C., a copy of the minutes of each meeting.

DUTIES OF TREASURER

15. The Treasurer shall keep an accurate record of the receipts and disbursements of the Association and shall be responsible for the funds of the Association. At the expiration of his term of office, he shall turn over to his successor the funds of the Association and the financial books and records.

EXECUTIVE COMMITTEE

16. The above named officers namely, President, Vice President, Secretary and Treasurer, shall constitute the Executive Committee, of which the President shall be the Chairman. In addition to the duties hereinabove set out, it shall carry on the customary routine executive duties of the Association, subject at all times to the directions and orders of the Association.

COMMITTEES

17. The President shall appoint such committees as may from time to time be necessary, except that there shall be a Traffic Committee on Tariffs and Practices, consisting of a representative of each member appointed by such member, which Committee shall annually elect its own chairman and vice-chairman.

The Committee on Tariffs and Practices shall investigate and study operating costs, methods and practices, as well as traffic conditions, in order to determine

Article 17 as modified by Agreement 7345-1 approved May 16, 1941.

just and reasonable rates, charges, classifications, rules, regulations and practices at ports in the State of California, and to recommend to the membership the adoption of such rates, charges, classifications, rules, regulations and practices.

MEETINGS

18. (a) The annual meeting of the Association shall be held between April 1st and June 30th of each year, at the call of the President, upon one month's written notice, provided the force of this section may be abrogated by unanimous consent.

(b) Special meetings of the membership shall be called by the President at his own discretion or upon the written request of five (5) members. The purpose of such special meeting shall be set forth in the notice which shall be mailed by the Secretary to the members at least one (1) week 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 members are present and unanimously agree, any other matters within the scope of the agreement may be dealt with at such meetings.

QUORUM

19. For the purpose of transacting business at a meeting of the Association, a quorum shall consist of not less than ($\frac{1}{2}$) one-half the membership of the Association in good standing.

VOTING

20. Except as provided in Articles 1, 10, and 25, all action shall be taken in behalf of the Association by a three-fourths vote of the members; provided that no action shall be taken in behalf of the Association relative to approving the amendment, supplementing, or reissuance of, or agreeing to amend, supplement, or reissue, any or all of the tariffs, of members with respect to any of the rates, charges, classifications, rules, regulations or practices prescribed therein except on unanimous vote of the members. At all Association meetings, any member may have more than one representative present who may participate in the discussions and offer motion, but each member is limited to one vote, provided that any member absent or present and recorded as not voting, may subsequently, on proposed actions that require a unanimous vote or that have failed to pass without the vote or votes of any such absent or non-voting member or members, within ten (10) days from the date of mailing of registered notice, which shall be sent forthwith by the Secretary to the member thus entitled, cast the vote of such member thereon in writing by registered mail to the Secretary; provided further that if no dissenting vote is cast, said member's vote, after said ten days' limitation, shall be declared to have been cast in the affirmative. No member of the Association shall have the right to vote at any meeting, or to be represented on any committee, or to participate in any other Association activity, if delinquent in the payment of any assessment or if delinquent two (2) months or more in the payment of dues, and any such member so delinquent shall be excluded in determining the number of members required to constitute a "majority vote", a "three-fourths vote", or a "unanimous vote", wherever such terms are used in this Agreement.

Article 18(a) as modified by Agreement No. 7345-4, approved October 17, 1955

Article 20 as modified by Agreement No. 7345-3, approved November 24, 1954.

ANNUAL BUDGET

21. An annual budget of revenue and expenditures shall be prepared by the Executive Committee, and presented to the membership at the annual meeting. Adoption of the budget shall require a three-fourths vote of the membership.

DUES AND ASSESSMENTS

22. The monthly membership dues shall be fixed by the members, and shall be due and payable monthly in advance on the first day of each month. The members shall not fix uniform dues for all members, but shall graduate the dues of the various members upon such basis as may be equitable.

In order to meet extraordinary expenses the members shall have power to levy assessments, which assessments shall be graduated for each member upon the same basis as the dues are graduated. Such assessments shall be payable when levied, and shall become delinquent four (4) months after the date of mailing notice thereof to each member.

ORDINARY EXPENSES

23. (a) Ordinary expenses shall be understood to mean those provided for in the Annual Budget and shall be handled in accordance with Section 24.

EXTRAORDINARY EXPENSES

(b) The President and Treasurer may disburse for extraordinary expenses not to exceed \$100.00 per month unless prior approval has been obtained from three-fourths (3/4's) of the members of this Association.

PAYMENT OF BILLS

24. Bills against the Association shall be paid by the Treasurer when approved by the President.

AMENDMENTS

25. This agreement may be amended at any regular or special meeting of the membership of the Association. Any proposal to amend this agreement shall be submitted in writing. Unanimous vote of all the parties hereto shall be required for adoption of any amendment.

COMMISSION APPROVAL

26. No amendments of this agreement shall become effective until approved by the United States Maritime Commission pursuant to Section 15 of the Shipping Act, 1916, as amended.

PAST PRESIDENTS

27. When a President of this Association retires as its principal officer, he shall thereupon be recognized and thereafter continue to be an Honorary Member of this Association, and, if not representing any port, such reasonable expenses as the immediate Past President may incur in attending its meetings shall be paid by the Association.

Article 27 added by Agreement No. 7345-2 approved 6/24/41.

PROGRAM AND POLICY COMMITTEE

28. The President, Vice President, Secretary, Treasurer and the immediate Past President of the Association shall constitute the Program and Policy Committee of which the immediate Past President shall be Chairman for the ensuing year. With the View of recommending improvements, it shall be the duty of the Committee to review the Association's activities and policies from time to time and to formulate and present such recommendations in regard to program and policies as it deems necessary for the welfare of the Association. It shall perform such other duties as may be referred to it by the Association.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers or agents thereunto duly authorized.

BOARD OF STATE HARBOR COMMISSIONERS
SAN FRANCISCO

HOWARD TERMINAL

By: (Sgd.) J. F. MARIAS
J. F. Marias, President

By: (Sgd.) CHAS. P. HOWARD
Charles P. Howard, President

PORT OF LOS ANGELES
By: (Sgd.) G. E. ARBOGAST
G. E. Arbogast, President

ENCINAL TERMINALS
By: (Sgd.) H. E. VAN HORN
H. E. Van Horn, President

PORT OF SAN DIEGO
By: (Sgd.) J. W. BRENNAN
J. W. Brennan, Port Director

PARR-RICHMOND TERMINAL CORP.
By: (Sgd.) FRED D. PARR
Fred D. Parr, President

PORT OF LONG BEACH
By: (Sgd.) WARREN D. LAMPORT
Warren D. Lamport, Vice-Pres.

OUTER HARBOR DOCK & WHARF CO.
SAN PEDRO
By: (Sgd.) C. L. TILLEY
Charles L. Tilley, Traffic Mgr.

PORT OF STOCKTON
By: (Sgd.) B. C. ALLIN
B. C. Allin, Director of the Port

PORT OF OAKLAND
By: (Sgd.) JAMES J. McELROY
James J. McElroy, President

Article 28 added by Agreement No. 7345-2 approved 6/24/41.