



Port of  
**LONG BEACH**  
*The Green Port*

# Motor Carrier Registration and Agreement

All Motor Carriers wishing to perform drayage services at the Port of Long Beach (Port) must, via this Form, register with the Port and agree to provide certain operational information to assist the Port in monitoring Motor Carrier compliance with various safety, environmental, and security regulations pertaining to the provision of drayage services at the Port. Registration by a Motor Carrier is effective upon submission of the completed Form accompanied by the \$250 registration fee.

<b>I. Motor Carrier General Registration Information:</b>	
A. Name:	
Address: .....	
Telephone Number:	
Website (if any):	
All written notices required under this Registration and Agreement shall be sent to the address listed above.	
B. Principal Contact:	
Title:	
Email Address:	
Telephone Number:	
Facsimile Number:	
C. Federal Taxpayer I.D. Number:	
D. Company DBA (if any):	
E. Company Type (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLP	
<b>II. Licensing Information and Certification:</b>	
A. United States Department of Transportation M.C. Number:	B. United States Department of Transportation USDOT Number:
C. State of California M.C. Permit Number:	D. Standard Carrier Alpha Code SCAC:
E. Other State Permit Number(s):	
F. Certification: Motor Carrier hereby certifies that it has obtained all necessary commercial Motor Carrier licenses and permits from the federal and/or state governments and that such licenses and permits are currently in effect. Motor Carrier shall notify the Port within two (2) business days of any suspension or revocation of its federal or state operating authority.	

### III. Truck Registration and Certification:

**A. Registration:** Motor Carrier agrees to enter into the Drayage Truck Registry all required information for each truck it dispatches to provide drayage services at the Port.

**B. Identification:** Motor Carrier agrees to equip each such drayage truck with a Radio Frequency Identification Device (RFID) tag or other technological identification method provided by the Port or its designated representative.

**C. Certification:** Motor Carrier hereby acknowledges that it is responsible to dispatch to the Port for the purpose of providing drayage services only trucks that comply with all federal, state, and Port environmental, security, and safety regulations, and certifies that it shall not dispatch any truck that it knows or in the exercise of due diligence should know does not so comply. Motor Carrier acknowledges that the Port has the right to deny access to the Port to any drayage truck that has not been registered, lacks proper identification devices, or does not meet applicable environmental, security, or safety regulations.

### IV. Driver Registration and Certification:

**A. Registration:** Motor Carrier agrees to enter into the Drayage Truck Registry all required information for each driver of a truck it dispatches to provide drayage services at the Port.

**B. Driver Licensing:** Motor Carrier acknowledges that it is responsible for dispatching to the Port for the purpose of providing drayage services only drivers that possess a valid commercial drivers license and valid Transportation Worker Identification Card (TWIC), and certifies that it shall not dispatch any driver that it knows, or in the exercise of due diligence should know, does not have such a license or TWIC. Motor Carrier further certifies that it will maintain all information concerning such drivers as required by federal and state regulations, including the dates of expiration of each driver's commercial driver license and TWIC.

**C. Driver Compliance:** Motor Carrier acknowledges that it is responsible, as provided by federal law and regulations, for the compliance of all drivers it dispatches to the Port with state and federal safety and security regulations. Motor Carrier further acknowledges that the Port has the right to deny access to the Port to any driver that has not been properly registered, who is found to lack an appropriate license, or who is determined to not be in compliance with any state or federal safety or security law.

### V. Certification of Motor Carrier Safety Compliance:

A. Inspection Information:

Date of Last Basic Inspection of Terminals (BIT):

Date of Last Request for BIT Inspection:

Date of Last BIT Waiver Certification:

**B. Inspection Certification:** Motor Carrier hereby certifies that it complies with all federal and state inspection requirements. Motor Carrier agrees, no more than once per year, to make available upon request to Port officials all federal and state safety-related records, including vehicle inspection records, Motor Carrier inspection reports, and findings by the Federal Motor Carrier Safety Administration (FMCSA) and/or by the California Highway Patrol and other information appropriate to show Motor Carrier's compliance with state and federal safety regulations. Motor Carrier further agrees to maintain or display a current sticker or other credential required by federal or state law demonstrating that each truck dispatched to the Port for the purposes of providing drayage services has undergone and passed a timely safety inspection.

**C. Inspection Authorization:** Motor Carrier acknowledges and agrees that its trucks and drivers dispatched to provide drayage services at the Port may be inspected for safety-compliance purposes while on Port property.

**D. Motor Carrier** shall notify the Port within two (2) business days of any change in its USDOT safety rating to a final "unsatisfactory" status.

## VI. Certification of Motor Carrier Insurance Coverage:

**A. Insurance Certification:** Motor Carrier certifies that it has obtained, and will maintain, motor vehicle liability insurance at not less than the limits prescribed by federal regulations and that such insurance shall be procured from an insurance carrier accepted by the FMCSA. Alternatively, Motor Carrier certifies that it has been approved by the FMCSA as a self-insurer under the provisions of 49 C.F.R. § 387.309.

**B. Insurance Oversight:** Motor Carrier agrees to provide a certificate of insurance or permit access by the Port to information entered by Motor Carrier in the Uniform Intermodal Interchange and Facilities Access Agreement regarding Motor Carrier's insurance coverage. Motor Carrier acknowledges and agrees that a truck or driver may be denied access to the Port if Motor Carrier does not maintain current valid required insurance for such truck or driver.

## VII. Certification of Compliance With Security Regulation

**A. Motor Carrier** hereby acknowledges that it is responsible to remain in full compliance with all federal, state, municipal, and Port security laws and regulations pertaining to the provision of drayage services at the Port, and certifies to the best of its knowledge that it so complies. Motor Carrier acknowledges that any truck or driver dispatched by Motor Carrier to the Port may be denied access to the Port if not in compliance with such laws and regulations, including the USA Patriot Act of 2001, Maritime Transportation Security Act of 2002, and Department of Homeland Security regulations.

**B. Inspection Authorization:** Motor Carrier acknowledges and agrees that its trucks and drivers dispatched to provide drayage services at the Port may be inspected for security-compliance purposes while on Port property.

## VIII. Certification of Compliance With Environmental Regulation

**A. Motor Carrier** hereby acknowledges that it is responsible to remain in full compliance with all federal, state, municipal, and Port environmental regulations pertaining to the provision of drayage services at the Port, including but not limited to Port Tariff Number 4 and its implementation of the Clean Trucks Program restrictions on truck emissions, and certifies to the best of its knowledge that it so complies. Motor Carrier acknowledges that any truck that is not in compliance with such Tariff and regulations may be denied access to the Port.

**B. Inspection Authorization:** Motor Carrier acknowledges and agrees that its trucks and drivers dispatched to provide drayage services at the Port may be inspected for environmental-compliance purposes while on Port property.

## IX. Registration and Annual Fees

Motor Carrier shall pay a one-time \$250 registration fee for the processing of this Registration Form (such fee being waived for Motor Carriers that paid the Port's prior Concession Application Fee), and a \$100 per-truck annual fee, to be used to cover the reasonable administrative costs of the Registration program.

## X. Suspension of Registration; Notice and Opportunity to Cure

**A. Motor Carrier** acknowledges and agrees that its Registration with the Port may be suspended upon the occurrence of any of the following:

1. Motor Carrier's federal and state operating authority is revoked or suspended, provided that at such time as Motor Carrier obtains such operating authority, Motor Carrier may submit a new Registration to the Port; or,
2. Motor Carrier is determined, in an adjudicatory proceeding before the Port's Managing Director of Trade Relations and Port Operations, to have knowingly supplied false information to the Drayage Truck Registry, provided that the period of such suspension shall take into consideration evidence concerning the causes, nature, extent, and impact of such conduct, but in any event shall not exceed 30 days or, in the case of a pattern of repeated knowing and intentional conduct, shall not exceed one (1) year.

**B. Motor Carrier** acknowledges that the Port has the right to seek suspension of Motor Carrier's federal and/or state operating authority for the commission of an act or series of acts, or for any omission or series of omissions, that it believes justifies such a suspension.

**C. Prior to any such suspension** under paragraph X.A, or to any request for suspension under paragraph X.B, the Port agrees to provide Motor Carrier with written notice of the grounds for the proposed suspension and to provide Motor Carrier with a reasonable time of not less than 30 days to cure the defect underlying the proposed suspension.

## **XI. Confidentiality**

The Port hereby acknowledges and agrees that all information provided by Motor Carrier in this Registration and Agreement, and to the Drayage Truck Registry, and any records pertaining to the performance of drayage services at the Port by Motor Carrier, shall be maintained by the Port as confidential to the extent permitted by the California Public Records Act. This paragraph shall not prevent the Port from complying with a legal requirement to disclose such information as determined by the Office of the City Attorney, from disclosing data concerning drayage services at the Port in an aggregated form that preserves the anonymity of the Motor Carrier and its drivers, or from providing such data to another truck or driver registry maintained by a governmental entity in the State of California, such as that maintained by the California Air Resources Board.

## **XII. Integration**

This document constitutes the entire Registration and Agreement, and supersedes any and all Concession Agreement(s) related to the provision of drayage services by Motor Carrier at the Port. It may not be amended, waived, or extended, in whole or in part, except in writing signed by both parties.

## **XIII. Severability**

Should any part of this Registration and Agreement be determined by a court or agency of competent jurisdiction to be unenforceable, unlawful, invalid, or subject to an order of temporary or permanent injunction from enforcement; such determination shall only apply to the specific provision, and the remainder of this Registration and Agreement shall continue in full force and effect.

## **XIV. Governing Law and Venue**

This Registration and Agreement shall be governed by and construed in accordance with applicable federal laws and regulations, and the laws of the State of California, without reference to the conflicts of law, rules, and principles of such State. The parties agree that all actions or proceedings arising in connection with this Registration and Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

## **XV. Program Administrator**

The Port may designate administrative agents to administer the Clean Trucks Program and this Registration and Agreement.

I, the undersigned, hereby affirm, upon penalty of perjury under the laws of the State of California, that I have the authority to execute this Registration and Agreement on behalf of the Motor Carrier, and that the information supplied in this Registration Form is true and correct to the best of my present knowledge.

Date:	By Signature:	Printed Name:
		Title:
Date:	By Signature:	Printed Name:
		Title:

THIS REGISTRATION AND AGREEMENT MUST BE SIGNED BY TWO OFFICERS OF A CORPORATION, TWO PARTNERS OF A PARTNERSHIP OR THE OWNER OF A SOLE PROPRIETORSHIP.  
ALL SIGNATURES MUST BE NOTARIZED.



## **ITEMS TO CONFIRM PRIOR TO SUBMITTING YOUR MOTOR CARRIER REGISTRATION AND AGREEMENT**

- **ALL SIGNATURES MUST BE NOTARIZED**  
Include the Notary Acknowledgment Form from the Notary. The Registration and Agreement must be signed by **TWO Officers** of a Corporation, **TWO** Partners of a Partnership or the **owner** of a Sole Proprietorship.
- Mail your Registration and Agreement to:  
  
Clean Trucks Program  
Port of Long Beach  
4801 Airport Plaza Drive  
Long Beach, CA 90815
- Ensure the check for the one-time \$250 registration fee for processing is made out to **THE PORT OF LONG BEACH**
- **Do Not Send** the \$100 per-truck annual fee
- **If you plan to walk in and drop off your Agreement**, please make an appointment in order to ensure you will be assisted.  
Contact Tom Becker Intermodal Operations, 562.283.7775

May 2017