SOUTHERN CALIFORNIA NATIONAL FREIGHT GATEWAY

COOPERATION AGREEMENT
AMONG FEDERAL, STATE, REGIONAL AND LOCAL AGENCIES

Preamble

We the undersigned support a cooperative framework for the Southern California National Freight Gateway that concurrently addresses growing freight throughput capacity balanced with environmental and community concerns in the Southern California National Freight Gateway Area (the Area). The USDOT has promulgated a National Strategy to Reduce Congestion on America’s Transportation Network. The strategy incorporates a focus on major freight bottlenecks, including the Area, and expanding public outreach in the Area with various involved agencies and other public and private interests. This National Strategy incorporates the ideals of the USDOT Framework for a National Freight Policy. The Framework offers a vision and objectives to help public and private transportation stakeholders cooperatively pursue freight transportation improvements that support economic vitality and strategic growth while also improving environmental quality.

The Challenge

Over 40 percent of all goods imported into the U.S. flow through Southern California, the largest port complex in the U.S., with the vast majority of these goods distributed throughout the country. The combination of increasing freight flows, the projected 25 percent population increase by 2030 and inadequate transportation infrastructure funding will intensify the congestion in the region’s already overcrowded transportation system and increase impacts on the environment. Without major actions and assistance from all government levels to protect and enhance the environment, freight movements through the region will increase the already significant impacts on the quality of life in Southern California’s communities and the environment overall.

Pursuing sustainable and efficient regional freight transportation operations offers significant economic opportunities to the region in the form of additional business, more and better quality jobs, and enhanced local, State and federal tax revenues. Successful transportation improvement efforts in Southern California will require extensive collaboration by a large and diverse group of interested parties including Federal, State and numerous local entities; private industry; unions and the public. Important steps have already been taken at the Federal, state and local levels. Going forward, the outcome to be achieved is the connection of freight growth with protection and enhancement of the natural and human environment, to resolve the freight transportation issues facing Southern California.

Purpose

The purpose of this agreement is to promote cooperation, coordination and collaboration among the signatories\(^1\) to advance projects for sustainable and efficient freight transportation
operations while all signatories pursue their normal responsibilities under the law. This agreement is not intended to limit, increase or affect the authority of any agency under the law. The undersigned agree to cooperate with all stakeholders in the Area to improve freight throughput capacity while protecting and enhancing the natural and human environment.

Plan of Cooperation

With the mutual understanding that this is a flexible agreement for cooperation among our respective agencies, we agree to do the following:

- Cooperate to improve sustainable and efficient freight transportation operations in the Area, while protecting and enhancing the natural and human environment;
- Use this forum as a means to create better understanding among all stakeholders of underlying considerations and potential impacts and alternatives for proposed Southern California transportation projects related to goods movement;
- Cooperate regarding the development of a Strategic Framework for achieving sustainable and efficient freight transportation operations in the Area in harmony with California’s Goods Movement Action Plan (http://www.bth.ca.gov/pdf/gmap-1-11-07.pdf) (although this does not signify endorsement of any specific project);
- Consider improvements to the transportation decision-making and environmental review processes to expeditiously advance the objective of the Strategic Framework;
- Take into account the existing environmental programs of ports and their tenants in order to work cooperatively to reduce air quality-related freight movement emissions consistent with the Area’s air quality implementation plan;
- Cooperate regarding the establishment of agreed procedures and protocols to carry out the intent of this agreement in an efficient manner;
- Arrange for senior management representatives of the agencies to meet within 60 days of the signing of this agreement and to continue to meet twice a year through the term of this agreement, to discuss emerging problems, issues and priorities for each organization, and to report on the status of the initiatives;
- Assign a contact person, within their respective organization, who will serve on a Steering Committee that will be responsible for setting the semi-annual meetings, tracking the status of the initiatives, and communicating results to internal and external stakeholders;
- Update this agreement periodically, by agreement of the agencies based upon accomplishments and new priorities.

Miscellaneous

The expenditure or advance of any money or the performance of any obligation of the United States under this agreement shall be contingent upon appropriation or allotment of funds in accordance with 31 USC 1341 (Anti-Deficiency Act).

This Cooperation Agreement facilitates cooperation among the parties; it shall not be interpreted to form a partnership, joint venture, or contract, and it shall not be interpreted to require Federal agencies to analyze State projects and programs under the National
Environmental Policy Act unless those Federal agencies would be required to perform such analyses in the absence of this Cooperation Agreement. This agreement does not delegate to any agency, or the collective group of agencies, the authority to: (1) control another agency’s final decision on a project; (2) modify or halt an agency’s project; or (3) limit the discretion of the signatory agencies in carrying out their statutory and regulatory obligations, including the agencies’ discretion to pursue projects according to their individual legal authorities.

Nothing in this Cooperation Agreement shall have the effect of changing any existing provision of applicable Federal or State law, regulations, or other agreements between the signatory agencies. All provisions of this Cooperation Agreement are intended and shall be interpreted to be consistent with all applicable provisions of Federal and State law.

The term of this agreement shall end on December 31, 2015 unless further extended by agreement of the signatories. Any signatory may withdraw from this agreement by giving 90 days prior written notice to the other signatories.

This agreement may be signed in counterparts with the same effect as if all the signatories had signed the same document and, for convenience, the signatures may be aggregated electronically into a single document. Additional agencies may be added from time to time with the approval of the then signatories.

IN WITNESS WHEREOF, the parties have signed this Cooperation Agreement on the dates set forth below their signatures.

**FEDERAL AGENCIES**

United States Department of Transportation

By: [Signature]

Julie A. Nelson
Deputy Maritime Administrator

Date: **12 OCT 2007**

United States Environmental Protection Agency

By: [Signature]

Wayne Nasti
Regional Administrator, Region 9

Date: **12 OCT 2007**
United States Army Corps of Engineers
By: [Signature]
John K. McMahon,
Brigadier General, U.S. Army
Commanding
Date: 3 DEC 2007

United States Fish and Wildlife Service
By: [Signature]
Steve Thompson
Manager,
California and Nevada Operations
Date: 10-12-07

National Marine Fisheries Service
National Oceanic and Atmospheric Administration
By: [Signature]
Rodney R. McInnis
Regional Administrator for the Southwest Region

STATE OF CALIFORNIA

California Business, Transportation and Housing Agency
By: [Signature]
Dale E. Bonner
Secretary of the Business, Transportation and Housing Agency
Date: 10-12-07

California Environmental Protection Agency
By: [Signature]
Linda Adams
Secretary for Environmental Protection
Date: Oct. 1, 2007
California Resources Agency

By: Mike Chrisman
Secretary for Resources

Date: 10/11/07

California Air Resources Board

By: Mary D. Nichols, Chairman

Date: October 2, 2007

California Department of Transportation

By: Will Kempton, Director

Date: 10/12/07

REGIONAL/LOCAL AGENCIES

Southern California Association of Governments, by and through its Regional Council

By: Gary Ovitt, President

Date: 10/12/07

South Coast Air Quality Management District

By: Dr. William A. Burke, Chairman

Date: 10/11/07
CTCs

Los Angeles County Metropolitan Transportation Authority

By: [Signature]
Roger Snoble, Chief Executive Officer

Date: 10-12-07

Orange County Transportation Authority

By: [Signature]
Carolyn Cavecchi, Chairman

Date: 10/12/07

Riverside County Transportation Commission

By: [Signature]
Terry Henderson, Chairman

Date: 10/12/07

San Bernardino Associated Governments

By: [Signature]
Lawrence Dale, President

Date: 10-12-07

Ventura County Transportation Commission

By: [Signature]
Ginger Cherrard, Executive Director

Date: 10/12/07
PORTS

City of Los Angeles, a municipal corporation,
acting by and through its Board of Harbor Commissioners

By: __________________________
    Geraldine Knatz, Executive Director

Date: __________________________

Attest: __________________________
      Jose M. Quezada
      Secretary

Approved as to form:

__________________________
   October 10, 2007
   ROCKARD J. DELGADILLO, City Attorney

By: __________________________
      Deputy

City of Long Beach, a municipal corporation,
acting by and through its Board of Harbor Commissioners

By: __________________________
    Richard D. Steinke
    Executive Director, Long Beach Harbor Department

Date: __________________________

The foregoing document is approved as to form:

Robert E. Shannon, City Attorney

By: __________________________
    Tiffani L. Shin, Deputy

Date: __________________________

Oxnard Harbor District, acting by and through its Board of
Harbor Commissioners

By: __________________________
    Michael A. Pliscy, President

Date: __________________________

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