



**FILING INSTRUCTIONS FOR:
The Secure Truck Enrollment Program (STEP) Agreement**

All Licensed Motor Carriers (LMCs) conducting business at the Port of Oakland (Port) maritime facilities (Seaport) must file a Secure Truck Enrollment Program (STEP) Agreement with the Port as set forth in Port ordinance 4112 and in accordance with the requirements of the Port's Comprehensive Truck Management Plan (CTMP).

STEP Agreements should be completed and returned to the Port according to the following process:

1. Download the STEP Agreement application form from the Port of Oakland website at www.portofoakland.com/maritime/ctmp.asp and follow the link to Port Registry. If you do not have web access or are having difficulty downloading the form, please email csc@oakportregistry.com or contact the Ports Customer Service Center (CSC) at (510) 267-1801 or toll free at (866) 332-7026
2. Fill in all the required information about your company. The information can be handwritten but be sure you provide ALL the requested information including the table labeled "Licensed Motor Carrier Information" at the end of the Agreement. This information is very important because it will be used to communicate directly with you and to send you further documents as part of the STEP Registration process.
3. Sign the Agreement where indicated and remember to make a copy of the Agreement for your records.
4. Mail your completed Agreement to the person/address indicated below. The Port requires your Agreement be returned by U.S. mail with an original signature. A photocopied document will not be accepted.

Port of Oakland
Attention: Michael O'Brien, Port Facilities Security Officer
Maritime Division
530 Water Street
Oakland, CA 94607



What happens after the Port receives my STEP Agreement application?

1. The Port will review your STEP Agreement application form for completeness.
2. If Port Staff determines you have correctly completed the STEP Agreement application, you will receive an email confirmation notice. The confirmation notice will be sent to the point of contact you provided in your STEP Agreement.

If you have NOT correctly completed the STEP Agreement application then you will be contacted by a Port Registry Customer Service Representative.
3. Once your STEP agreement application has been approved, you will receive a second email with your 'User ID' & 'Password' information to enable you to access the Oakland Port Registry. Please follow the instructions provided in this email to verify your Company account and change your password to something you can remember.
4. Please access your Company account to enroll ALL the trucks and drivers you will be dispatching to the Port as soon as possible. The CSC will then issue STEP decals and STEP registration certificates for the trucks you have listed in the Port Registry.
5. Effective January 1, 2011, ALL trucks serving the Port of Oakland must be able to demonstrate proof of STEP Registration when entering a Seaport facility.

Who can I contact if I have questions about this process?

Additional information about the Port of Oakland Secure Truck Enrolment Program (STEP) may be viewed online at www.portofoakland.com/maritime/ctmp.asp.

The Port has also established a Customer Service Center (CSC) at 2475B West 12th Street (located at the intersection of Maritime Street & 14th Street) at the Port of Oakland. Customer Service representatives are available to answer your questions and to guide you through this process. Please contact a representative today at 510-267-1801 or toll free at 866-332-7026 or via email at csc@oakportregistry.com for assistance today.

The Port of Oakland Customer Service Center (CSC) Secure Truck Enrollment Program (STEP) & Port Registry

Main Telephone Line: (510) 267-1801 or Toll Free: (866) 332-7026
FAX: (510) 893-1878, Email: csc@oakportregistry.com
Website: www.portofoakland.com/maritime/ctmp.asp
Address: 2475B West 12th Street, Oakland, CA 94607
Hours of Operation: 7:30am to 4.00pm (Monday-Friday)



**Port of Oakland
Maritime Comprehensive Truck Management Program
Secure Truck Enrollment Program Agreement**

THIS SECURE TRUCK ENROLLMENT PROGRAM AGREEMENT (“STEP Agreement”) is entered into this _____ day of _____ [month], 20__ [year] by _____ [company name], a

Check one:

- Corporation
- Partnership
- Limited Liability Company (LLC)
- Sole proprietorship
- Limited Liability Partnership (LLP)
- Other [specify _____]

in the State of _____ [State] (“Company”) and the City of Oakland, acting by and through its Board of Port Commissioners (“Port”) as follows.

BACKGROUND

WHEREAS, the Port requires that each Licensed Motor Carrier (“LMC”) dispatching drayage trucks to the Port’s Seaport Facilities must execute a STEP Agreement and submit it to the Port;

WHEREAS, only LMCs and trucks associated with those LMCs that have submitted a STEP Agreement will be permitted to serve the Seaport facilities for drayage purposes; and

WHEREAS, Company voluntarily enters into this STEP Agreement, as more particularly set forth in the following Terms of Agreement.

TERMS OF AGREEMENT

NOW, THEREFORE, for and in consideration of access to the Port’s Seaport facilities, Company hereby agrees, on behalf of itself and the drayage trucks and truck drivers who are employed or contracted with, and dispatched to the Port by Company, as follows:

Section 1. Definitions.

The following defined terms, when and as used in this Agreement, shall have the meanings herein ascribed to them.

1.1. “LMC” or “Licensed Motor Carrier” means a licensed motor carrier that hires or contracts with drivers and dispatches those drivers and drayage trucks to transport waterborne cargo to or from or within Seaport Facilities.

1.2. “Drayage truck” means any heavy-duty truck used to transport waterborne cargo, empty containers, empty chassis, or other equipment used to transport waterborne cargo to or from or within Seaport facilities. This definition excludes yard trucks/hostlers and military vehicles.

1.3. “Seaport Facilities” means marine terminals, rail yards and other facilities where drayage trucks operate in the Port of Oakland Seaport. This definition does not include any rail yard located off Port property, truck parking or maintenance facilities.

1.4 “Tariff” refers to the Port of Oakland’s Tariff 2A.

Section 2. Representations, Covenants and Warranties

Company hereby represents, covenants and warrants that it:

2.1. is an LMC as such term is defined herein above;

2.2. is experienced and skilled to the degree of knowledge and skill possessed by the most experienced and skilled LMCs in the same field;

2.3. is duly licensed to conduct business at the Seaport facilities, including possession of the appropriate U.S. Department of Transportation number and Motor Carrier number;

2.4. understands the Tariff will apply, except as superseded by this STEP Agreement;

2.5. will comply with (a) Homeland Security Transportation Worker Identification Credential requirements, (b) all Port safety and security requirements, and (c) all applicable local, state and federal laws and regulations;

2.6. will require all of its drivers to possess all legally required insurance *prior* to conducting business at the Seaport facilities. Company further agrees that it will provide evidence of legally required insurance within ten (10) business days of the Port’s request to provide same.

Section 3. STEP Compliance and Registry Database

Company further agrees that it will comply with the following for each drayage truck it dispatches to the Port Seaport Facilities:

3.1. Identify all of its trucks in the Port registry database, including all information required in such database, by or before the deadlines set forth in the Tariff, Section 2400, unless such deadlines are extended by the Port;

3.2 Update Company and truck information in the Port registry database as changes occur;

3.3 Submit an annual statement by November 30th of each calendar year updating Company, drayage truck, and truck driver information and confirming continuing STEP enrollment;

3.4. Purchase and install positioning technology on each drayage truck dispatched to the Port by Company (including but not limited to technologies such as radio frequency identification) if so directed by the Port;

3.5. Pay any annual fees, if and as implemented by the Port to cover all or a portion of the administrative costs incurred by the Port to administer the Port registry; and

3.6. Pay any fines or be subject to any administrative penalties set forth in the Tariff for repeated violations of the requirements set forth in the Tariff and in this Agreement.

Section 4. Term of STEP Agreement

4.1 This STEP Agreement shall continue in full force and effect from the date that it is signed and submitted to the Port and will automatically renew each calendar year on January 1st unless and until one of the following events occurs: (i) Company provides the Port with written notice on or before November 30th of the preceding calendar year of its intent to terminate this STEP Agreement, (ii) the Port provides thirty (30) days advance written notice of its intent to terminate the STEP Agreement for the Company's breach of the terms of the Agreement, the Company's failure to adequately perform under the terms of this Agreement or the Port's convenience, or (iii) the STEP Agreement terminates under any other provision of the Agreement, including failure of the Company to abide by the terms of this Agreement.

4.2 In no event shall the Port be liable to Company for any fees, costs or damages of any nature should either party elect to terminate the STEP Agreement.

Section 5. Indemnification and Release.

5.1. To the fullest extent permitted by law, Company shall indemnify, protect, defend and hold the Port and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") harmless from and against any and all liabilities, causes of action, suits, losses, damages, claims, costs and expenses (including, without limitation, attorneys' fees and court costs) which the Indemnitees may suffer or

incur in connection with, or in any way relating to, any breach by Company or default by Company with respect to any of Company's obligations under the STEP Agreement, and/or which may arise as a result of the acts or omissions of Company or any of its drayage trucks or drivers dispatched to conduct business at the Seaport facilities; and

5.2. On behalf of itself and its successors, assigns and drayage truck drivers, Company waives its right to recover from, and forever releases and discharges, the Indemnitees from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and court costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way be connected with (i) the safety or physical condition of the Seaport facilities, or (ii) any law or regulation applicable to the safety or physical condition of the Seaport facilities.

Section 6. Miscellaneous.

6.1 No Third-Party Beneficiaries. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

6.2 Governing Law. This Agreement shall be deemed to have been executed in the City of Oakland. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Oakland, California.

6.3 Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the Port.

6.4 Notices. The Port and Company shall provide notices to the other in the form of a writing, sent by U.S. Mail. If to the Port, it shall be addressed to:

Port of Oakland
Attn: Michael O'Brien, Port Facilities Security Officer
Maritime Division
530 Water Street
Oakland, CA 94607

or to such other place as the Port may such similar notice in writing designate. If to the Company, the same shall be addressed to the individual and address noted below or to such other place as the Company may by such similar notice in writing designate.

_____ **[company name]**

_____ **[contact person
authorized to receive
notices]**

_____ **[company address]**

IN WITNESS WHEREOF, intending to be legally bound hereby,
_____ **[company name]** has executed this Agreement
as of the date written herein above.

_____, **[company name]**
a _____, **[company type & state of
formation]**

By: _____ **[signature of authorized
person]**

Print Name: _____

Title: _____

Licensed Motor Carrier Information (to be filled in by LMC)

SEE NEXT PAGE

Licensed Motor Carrier Information (to be filled in by LMC)

Company Name:
Company Address:
Company Contact Person (name and title):
Telephone:
E-mail Address:
U.S. Dept. of Transportation (DOT) Number:
U.S. Dept. of Transportation Motor Carrier (MC) Number:
State of California Motor Carrier (MC) Number:
Standard Carrier Alpha Code (SCAC):

For "Port Use Only" – Do Not Fill In

Date Received:
Received By:
STEP # Assigned:
Date Notice of Receipt Sent by Port:
Notice Sent By: