

CALIFORNIA ASSOCIATION OF PORT AUTHORITIES AGREEMENT

Federal Maritime Commission (FMC) Agreement No. 7345

EXPIRATION: NONE

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**ARTICLE I
FULL NAME OF AGREEMENT**

This Agreement shall be known as the California Association of Port Authorities Agreement (“Agreement”).

**ARTICLE II
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote just and reasonable business practices among port authorities in the State of California. This Agreement will permit the parties to meet, discuss, exchange information, and agree on matters relating to their respective operations, facilities, services, and other matters, with the shared goal of fostering economic growth and providing greater economic benefits to Member Ports and the shipping public.

**ARTICLE III
PARTIES TO THE AGREEMENT**

The parties to this Agreement are port authorities in the State of California (referred to herein as “Member Ports”). The parties to this Agreement are listed on Appendix A.

**ARTICLE IV
GEOGRAPHIC SCOPE**

The geographic scope of this Agreement is the area in and around the areas served by each Member Port as established under the laws of California.

**ARTICLE V
AGREEMENT AUTHORITY**

The parties, on a joint or individual basis, are authorized to meet, discuss, and exchange information with respect to the following matters:

1. Types, capacity, and number of marine terminals, other in-water and shoreside facilities, and other related facilities that each party currently operates, proposes to develop and/or operate, as well as the terms, conditions and operational details of such facilities, including: pricing and methods and best practices for pricing; return on investment; actual or potential sources of funding for such facilities; lease negotiations and related topics of concern or opportunity, provided, however, that the details of any confidential negotiations not be disclosed.

2. Planning, development, and marketing of marine terminal, other shoreside facilities, and other facilities owned or managed by the parties that directly support the marine terminals and shoreside facilities.

3. Rates, charges, rules, and conditions of service to be applied at each party's facilities through tariffs, leases, or other agreements with private marine terminal operators, individual ocean common carriers and collections of carriers (conferences, alliances, joint services, carrier networks and other agreements to which ocean common carriers are parties, all such entities being collectively "Carriers"), stevedores, and other private or public companies that serve or occupy the facilities; and the means and adequacy of the current systems by which such rates, rules and conditions of service are established by each party or in each port at which a party may own or operate facilities.

4. Commercial opportunities regarding Carriers, including vessel calls and rotations, operational efficiencies, cost reductions, the evolving shipping environment, large ship operations, supply-chain technology, stevedoring, gate, rail and yard operations, warehousing, safety and security, customer service, and new product lines.

5. Transportation-related matters, practices, and terms within the parties' facilities or directly leading into or out of the parties' facilities, including cargo handling, gate operations and turn times; truck, rail, public access; types of access; labor; and infrastructure.

6. Acquisition and utilization of marketing materials intended for Carriers, shippers, beneficial cargo owners, and ocean transportation intermediaries.

7. Acquisition, utilization and best practices relating to operating systems and equipment, including operational metrics relating to the repair and use of chassis and containers, cranes, wharves, and other facilities critical to the operation of the parties' facilities.

8. Engagement on port administration, dredging, emerging technologies, environmental initiatives, and other technical issues of concern to California's maritime industry as a whole and each party's facility, including but not limited to the implementation or administration of measures to promote compliance with statutes and regulations promulgated by the California Air Resources Board ("CARB"), federal, state or local governments, or other governmental authorities or agencies in connection with the reduction of air pollution attributable to activities in and around marine terminals, including any fee or fine associated with CARB compliance initiatives and/or sources of funding for the same.

Meetings, discussions, and exchanges of information authorized by this Agreement are voluntary. Except where expressly indicated herein, nothing herein is intended to permit the parties to take collective action pursuant to this Agreement.

ARTICLE VI ADMINISTRATION AND DELEGATION OF AUTHORITY

6.1 Administration. This Agreement will be administered by the California Association of Port Authorities (the "Association"), or any successor entity, in close consultation with the Member Ports through their respective Chief Executive Officer/Executive Director or individuals delegated by the Chief Executive Officer/Executive Director. The activities permitted

in this Agreement may be carried out by face-to-face meetings, telephone or video conference, electronic mail or other electronic communication or such other means of communications as the Member Ports may deem appropriate.

6.2 Authority. The Chief Executive Officers/Executive Directors for each Member Port, or their delegates, are authorized to execute this Agreement and any subsequent amendments hereto on behalf of their respective Member Port, and to make or authorize the filing of this Agreement and any subsequent amendments with the Federal Maritime Commission, as well as any meeting minutes required under this Agreement.

6.3 Voting. All actions pursuant to this Agreement shall be by mutual agreement of the parties. Voting on any matter may be accomplished by voice vote at a meeting, by telephone polls, by facsimile, by electronic communications, or by such other means as the parties may deem appropriate.

ARTICLE VII COMMITTEES

7.1 Committee Formation. The parties to this Agreement may establish committees to carry out administration of Association activities pursuant to the Agreement, including but not limited to an Executive Committee, which shall handle the customary executive duties of the Association. The President of the Association ("President"), elected by the Executive Directors of the Member Ports, shall appoint other such committees as may from time to time be necessary, provided however there shall be a standing Tariffs & Practices Committee, which shall be authorized to review, discuss and vote on changes proposed by any Member Port with respect to its tariff rates, charges, classifications, rules, regulations, or practices.

7.2 Tariffs & Practices. The Tariffs & Practices Committee shall meet on a regular basis, with a quorum consisting of not less than a simple majority of the entire membership of the Committee. For voting matters before the Tariffs & Practices Committee, including but not limited to voting on Docket Proposals and Emergency Docket Proposals, each Member Port shall be limited to one vote, and each party may designate another Member Port to serve as its proxy.

7.3 Docket Procedure. A Member Port desiring to put forward for a vote before the Tariffs & Practices Committee any change to its tariff rates, charges, classifications, rules, regulations or practices shall prepare a Docket Proposal on which shall be designated (1) the number assigned to the Docket Proposal; (2) the date of the Docket Proposal; (3) the title of the Docket Proposal; (4) the Committee meeting at which the Docket Proposal is to be considered; and (5) the details of the proposal.

The Tariffs and Practices Committee shall in the normal course vote on Docket Proposals during regularly scheduled Committee meetings. The proposing Member Port shall ensure the Docket Proposal is circulated in advance of the specified Committee meeting so as to provide other Member Ports with a reasonable opportunity to review. Only Members Ports at the Committee meeting, by presence or proxy, may vote on the Docket Proposal, except that any Member Port

may provide a written vote to the Committee Chairperson in advance of the specified Committee meeting. Votes may be in the affirmative or in the negative. If there are no votes in the negative, then the Docket Proposal shall be considered approved.

7.4 Emergency Docket Procedure. Member Ports of the Tariffs & Practices Committee shall be authorized to make use of an emergency docket procedure, for the purpose of giving immediate consideration to matters which cannot be deferred to a regularly scheduled Committee meeting. Any member desiring to put forward for an emergency vote by the Committee any change to its tariff rates, charges, classifications, rules, regulations or practices shall prepare an Emergency Docket Proposal on which shall be designated (1) the number assigned to the Emergency Docket Proposal; (2) the date of the Emergency Docket Proposal; (3) the title of the Emergency Docket Proposal; and (4) the details of the proposal.

The proposing Member Port shall ensure the Emergency Docket Proposal is circulated to other Member ports. Each other Member Port shall, within 96 hours after receipt of the Emergency Docket Proposal, excluding Saturday, Sundays and legal holidays, vote on the Emergency Docket Proposal. Votes may be in the affirmative or in the negative. Votes must be received from not less than a simple majority of the entire membership of the Committee (“Minimum Votes”). If enough votes are not received, then the Emergency Docket Proposal is not approved. For an Emergency Docket Proposal to be approved, the Minimum Votes must be received and approval must be unanimous from those Member Ports that vote (either individually or by proxy).

7.5 Implementation of Changes. In the event that any change to a Member Port’s tariff rates, charges, classifications, rules, or regulations and/or practices put forth by Docket Proposal or Emergency Docket Proposal does not receive the requisite votes for approval by the Tariffs & Practices Committee, the Member Port may take action independently, after giving not less than ten days’ prior written notice to the President and each member of the Association, within such ten day period any material action by the proposing Member Port to change its tariff rates, charges, classification, rules or regulations shall be held in abeyance.

7.6 Committee Authority. For every committee, the scope of any mandate or discussion of any committee with respect to topics subject to the jurisdiction of the Federal Maritime Commission shall be within the scope of this Agreement, as set forth in Article IV.

ARTICLE VIII CONFIDENTIALITY

The parties to this Agreement agree and understand that information exchanged under this Agreement may contain non-public, confidential business information and trade secrets. The parties recognize that such confidentiality may be limited by legal requirements applicable to one or more Member Ports under federal, state or local laws applicable to public agencies, or under the Shipping Act. This may include the California Public Records Act (California Government Code 6250 *et seq.*).

**ARTICLE IX
EFFECTIVE DATE, DURATION, AND TERMINATION**

This Agreement will become effective on the date it becomes effective under the Shipping Act, and will remain in effect indefinitely. Any party may withdraw from this Agreement at any time upon thirty (30) days prior written notice to all other parties; provided, however, that such withdrawal will become effective when an amendment to this Agreement regarding withdrawal becomes effective under the Shipping Act. Any withdrawing party shall return or certify the destruction of any confidential information exchanged under the Agreement. This Agreement may be terminated at any time upon mutual agreement of the parties, or if all but one party withdraws from the Agreement.

**ARTICLE X
AMENDMENTS**

This Agreement may be amended by the Member Ports at any regular or special meeting conducted under the Agreement. Unanimous vote of all the parties hereto shall be required for adoption of any amendment. Such amendments shall be in writing and signed by the parties, and, to the extent required under the Shipping Act, shall be filed and shall not become effective prior to the expiration of the applicable review period.

**ARTICLE XI
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 XII
COUNTERPARTS**

This Agreement and any future amendment hereto may be executed in counterparts. Each counterpart shall be deemed an original, and all together shall constitute one and the same agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2023:

CITY OF LOS ANGELES HARBOR DEPARTMENT (PORT OF LOS ANGELES)

Name
Title

Date: _____

HUMBOLDT BAY HARBOR DISTRICT

Name
Title

Date: _____

OXNARD HARBOR DISTRICT (PORT OF HUENEME)

Name
Title

Date: _____

PORT OF LONG BEACH

Name
Title

Date: _____

PORT OF OAKLAND

Name
Title

Date: _____

PORT OF REDWOOD CITY

Name
Title

Date: _____

PORT OF RICHMOND

Name
Title

Date: _____

PORT OF SAN DIEGO

Name
Title

Date: _____

PORT OF SAN FRANCISCO

Name
Title

Date: _____

PORT OF STOCKTON

Name

Title

Date: _____

SACRAMENTO-YOLO PORT DISTRICT (PORT OF WEST SACRAMENTO)

Name

Title

Date: _____

APPENDIX A
PARTIES TO THE AGREEMENT

City of Los Angeles Harbor Department (Port of Los Angeles)

Humboldt Bay Harbor District

Oxnard Harbor District (Port of Hueneme)

Port of Long Beach

Port of Oakland

Port of Redwood City

Port of Richmond

Port of San Diego

Port of San Francisco

Port of Stockton

Sacramento-Yolo Port District (Port of West Sacramento)