

**California Ports Agreement  
FMC Agreement No.**

**FEDERAL MARITIME COMMISSION  
AGREEMENT NO. \_\_\_\_\_  
CALIFORNIA PORTS AGREEMENT**

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**ARTICLE I. FULL NAME OF AGREEMENT**

This Agreement shall be known as the California Ports Agreement (“Agreement”).

**ARTICLE II. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote fair and honorable business practices among those engaged in the marine terminal industry in the State of California and to more adequately serve the interests of the shipping public at their terminals in ports in the State of California. This Agreement will enable the parties to have discussions about how best to foster economic growth and provide greater economic benefits to Member Ports and the public.

**ARTICLE III. PARTIES TO THE AGREEMENT**

The parties to this Agreement are marine terminal operators as defined in the Shipping Act of 1984, as amended (46 U.S.C. § 40102), and each party either owns, leases, administers and/or operates public wharves and other terminal facilities in connection with ocean common carriers in the trade covered by this Agreement. The names of the parties are:

Humboldt Bay Harbor District

Oxnard Harbor District (Port of Hueneme)

Port of Long Beach

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

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)

The parties are also referred to herein as “Member Ports.” This Agreement covers the geographic areas served by the Member Ports as established under the laws of California.

**ARTICLE IV. SCOPE OF THE AGREEMENT**

- A. The parties hereto, through such persons as they may from time to time designate, are authorized to meet at such times and in such manner as they may determine in order to discuss and to exchange information, whether past, current or anticipated, including financial and other records, statistics, studies, data and documents of any kind or nature, whether prepared by the parties or obtained from outside sources, with respect to the marine terminal and port industry matters listed below, which may be joint or individual:
1. Types, capacity, and number of marine terminals, other in-water and shoreside facilities, and other directly 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:
    - i. pricing, and methods and best practices for pricing
    - ii. return on investment
    - iii. actual or potential sources of funding for such facilities
    - iv. status of lease negotiations, and topics of concern or opportunity for lease negotiations; 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.

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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; and
  9. Matters related to or ancillary to any of the foregoing.
- B. Meetings, discussions, and exchanges of information authorized by this Agreement are voluntary.
- C. Except where expressly indicated herein, nothing herein is intended to permit the parties to take collective action pursuant to this Agreement.

**ARTICLE V. ADMINISTRATION AND DELEGATION OF AUTHORITY**

This Agreement will be administered by the California Association of Port Authorities ("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 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.

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 the meeting minutes required pursuant to 46 C.F.R. § 535.704 (except where excepted by 46 C.F.R. § 535.408). The Member Ports will file minutes of discussions covered by this Agreement as and when required under 46 C.F.R. § 535.704.

**ARTICLE VI. VOTING**

All actions pursuant to this Agreement shall be by mutual agreement of the parties. Voting on any matters may be accomplished by voice vote at meetings, by telephone polls, or by electronic communications.

**ARTICLE VII. COMMITTEES**

- A. 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. 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.
- B. 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.
- C. 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.
- D. 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

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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).

- E. 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.

**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 shall become effective upon the expiration of the review period of the Federal Maritime Commission, Washington, D.C., pursuant to Section 6 of the Shipping Act of 1984, as amended (46 U.S.C. § 40304). The Agreement shall remain in effect indefinitely.

A party may withdraw from the Agreement at any time upon thirty (30) days prior written notice to all other parties to the agreement, at the addresses set forth herein. In the event a party withdraws, the withdrawing party shall return or certify the destruction of any confidential information exchanged under the Agreement. At the end of this thirty (30) day period, the remaining parties shall file the necessary documents with the Federal Maritime Commission to provide notice of that party’s withdrawal from 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 parties to the Agreement at any regular or special meeting of the Association. 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 become effective as provided in Section 6 of the Shipping Act of 1984, as amended (46 U.S.C. § 40304).

No amendments of this Agreement shall become effective prior to the expiration of the review period of the Federal Maritime Commission, Washington, D.C., pursuant to Section 6 of the Shipping Act of 1984, as amended (46 U.S.C. § 40304).

**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. EXECUTION AND COUNTERPARTS**

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

Upon execution, this Agreement shall be retained by the California Association of Port Authorities or any successor entity, and a copy shall be submitted to the Federal Maritime Commission, Washington, D.C. in the manner so required.



**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, or agents thereunto duly authorized, on this \_\_\_ day of \_\_\_\_\_ 2021:

**California Ports Agreement  
FMC Agreement No.**

SIGNED BY:

**Humboldt Bay Harbor District**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

**California Ports Agreement  
FMC Agreement No.**

SIGNED BY:

**Oxnard Harbor District (Port of Hueneme)**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

**California Ports Agreement  
FMC Agreement No.**

SIGNED BY:

**Port of Long Beach**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

**California Ports Agreement  
FMC Agreement No.**

SIGNED BY:

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

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

**California Ports Agreement  
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SIGNED BY:

**Port of Oakland**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

**California Ports Agreement  
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SIGNED BY:

**Port of Redwood City**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

**California Ports Agreement  
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SIGNED BY:

**Port of Richmond**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_



**California Ports Agreement  
FMC Agreement No.**

SIGNED BY:

**Port of San Diego**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

**California Ports Agreement  
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SIGNED BY:

**Port of San Francisco**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

**California Ports Agreement  
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SIGNED BY:

**Port of Stockton**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

**California Ports Agreement  
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SIGNED BY:

**Sacramento-Yolo Port District (Port of West Sacramento)**

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_