

# CALIFORNIA PORT DATA PARTNERSHIP

## MEMORANDUM OF UNDERSTANDING BETWEEN THE PORT OF HUENEME AND THE PORT OF LONG BEACH AND THE PORT OF LOS ANGELES AND THE PORT OF OAKLAND AND THE PORT OF SAN DIEGO

**WHEREAS**, in June of 2022, Governor Gavin Newsom signed the California Budget Act of 2022, which included an unprecedented and historic multi-billion-dollar state investment to support and enhance goods movement and the supply chain, including port and freight infrastructure, climate adaptation and resiliency, workforce training, zero-emission vehicle deployment, grid support and grid reliability, and port data system development.

**WHEREAS**, this budget includes a one-time state investment of thirty million dollars (\$30,000,000) that will support direct cloud-based port data system development at California's containerized ports and support emerging data aggregation and analysis to support freight and supply chain efficiency.

**WHEREAS**, California is the Nation's preeminent global goods movement gateway: California's twelve ports are responsible for handling forty percent of all containerized imports and thirty percent of all containerized exports in the United States.

**WHEREAS**, of these twelve ports, the five ports that handle containerized cargo are the Port of Hueneme, the Port of Long Beach, the Port of Los Angeles, the Port of Oakland, and the Port of San Diego.

**WHEREAS**, the Port of Hueneme is a vital hub for global maritime trade, and significantly contributes to the economic health of Ventura County and

Southern California. The Port of Hueneme generates \$14.9 billion in annual trade value, provides \$2.2 billion in overall economic impact, and provides more than 20,032 direct, indirect, induced and influenced jobs regionally.

**WHEREAS**, the Port of Long Beach is recognized as one of the world's busiest seaports providing nearly 7,600 acres of wharves, state-of-the-art cargo terminals, roadways, rail yards, and shipping channels. As a public landlord port, it is tasked with managing a variety of environmental conditions while emphasizing sustainability to ensure that shipping terminal services by private operators continue uninterrupted; and to serve as a good partner to neighboring property owners and communities while remaining a favored port within the shipping industry.

**WHEREAS**, the Port of Los Angeles is among the busiest seaports in the world and a global model for security, sustainability, and social responsibility. It delivers value by providing superior infrastructure and promoting sustainable and efficient operations that maintain its essential role in the national and state economy. Consistent with the State Tidelands Trust, the Port of Los Angeles is committed to managing resources and conducting developments and operations in both an environmentally and fiscally responsible manner.

**WHEREAS**, the Port of Oakland, a public landlord port, oversees 20 miles of waterfront and loads and discharges 99% of containerized goods moving through Northern California, and leads U.S. ports in the value of agriculture products exported (\$6.7 billion). The Port of Oakland generates 98,000 jobs in the region and is responsible for \$1.5 billion of local purchases.

**WHEREAS**, the San Diego Unified Port District (Port of San Diego) is a vital economic engine for the San Diego region and the State of California, providing maritime commerce, trade, recreational opportunities, tourism, and environmental protection on behalf of the citizens of California. The Port of San Diego, through its diversified activities, generates \$24.6B in overall economic impact, and provides more than 37,000 Direct Jobs regionally. The Port of San Diego is also a federally designated Strategic Port, providing facilities and services for vital logistical movements of the US military and national security.

**WHEREAS**, this Memorandum of Understanding (MOU) by and between the Port of Hueneme, the Port of Long Beach, the Port of Los Angeles, the Port of Oakland, and the Port of San Diego, hereinafter referred to collectively as "the Participants" is entered into so as to cooperatively advance computerized and

cloud-based port data system development with the aim of achieving Interoperability.

**WHEREAS**, Interoperability is defined as the ability for a port's computerized and cloud-based data systems to securely share information and expedite information across port users and relevant transportation providers, including other port or public sector-based, computerized, and cloud-based cargo data systems as needed, in support of operational improvement, and efficiency, and emissions reductions.

**WHEREAS**, the Participants recognize that supply chain data sharing is critical to enhancing goods movement efficiency, to growing the economic competitiveness of California's goods movement sector, to increasing system capacity, and improving freight system resilience.

**WHEREAS**, the Participants recognize the importance of direct collaboration with all partners in goods movement across the supply chain in advancing cloud-based data system development, including truckers, rail, labor, importers and exporters, warehousing, terminal operators, ocean carriers, and government agencies.

**WHEREAS**, the Participants recognize the importance of direct collaboration with industries in California across the supply chain in advancing cloud-based data system development, including but not limited to: agriculture, retail, manufacturing, energy, building and construction, transportation, aerospace and defense, technology, entertainment, tourism, biotechnology, logistics and warehousing, utilities, and natural resource management.

**WHEREAS**, the Participants recognize that systems developed under the terms of this Agreement shall not, in any way, track or monitor labor, including, but not limited to, productivity metrics, or systems that would infringe on a collective bargaining agreement or workers' right to collectively bargain.

**WHEREAS**, the Participants recognize that systems developed under the terms of this Agreement shall be computerized, cloud-based, and should aim to achieve interoperability.

**NOW, THEREFORE:**

## **SECTION I**

### **PURPOSE**

This MOU is to confirm the intent of all Participants to work towards interoperability, as defined, of their respective cloud-based data systems with a common goal of supporting improved freight system resilience, goods movement efficiency, emissions reduction, and economic competitiveness.

## **SECTION II**

### **AREAS OF COOPERATION**

The Participants will confer, discuss, cooperate, and exchange information, to the extent each Participant in its sole discretion deems appropriate, on subjects focused on strengthening interoperability between the Participants' data sharing systems, including but not limited to:

- A. Development of use cases and applications that support operational improvement, efficiency, and emissions reductions;
- B. Outlining of key alignment points in order to achieve resultant interoperability with other container ports;
- C. Ensuring equitable access to data for users;
- D. Identification of data elements and data sources;
- E. Identification of external entities in the supply chain for data sharing;
- F. Development of common definitions and standards for identified data elements;
- G. Ensuring data security and privacy;
- H. User discovery and stakeholder engagement;
- I. Identification of public and private funding resources to support port data system development;
- J. Increasing public and industry awareness on port data system development; and
- K. Connecting and liaising with other local, state, and federal entities of government, private industry partners, and other interested parties to support interoperability and port data system development.

### **SECTION III**

#### **EFFECTIVE DATE AND TERM**

This MOU is effective from the date of its signature and shall continue in effect until the earlier of the following occurs:

- A. Three (3) years have lapsed from the effective date of the MOU; or
- B. The Participants agree to extend the term of the MOU through written amendment.

### **SECTION IV**

#### **PARTICIPANTS POINTS OF CONTACT**

The Participants designate their respective points of contact for communication and information exchange, as well as any notice required to be submitted under this MOU, as follows:

##### **Points of Contact:**

###### **Port of Hueneme:**

Aaron Valance  
IT Services Manager

###### **Port of Long Beach:**

Randall Smith  
Assistant Director, Business Development.

###### **Port of Los Angeles:**

Sheeba Varughese  
Director of Information Technology/Chief Information Officer

###### **Port of Oakland:**

Pia Franzese  
Senior Maritime Projects Administrator

###### **Port of San Diego:**

Renée Yarmy

## **SECTION V**

### **AVAILABILITY OF PERSONNEL AND RESOURCES**

This MOU does not create any legally binding rights or obligations on any Participant.

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by any Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Participant who incurs them, unless otherwise stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by a Participant for the execution of this MOU will work under the orders and authorization of the Participant and any other organization or institution to which the Participant belongs. The personnel's work will not create an employer-employee relationship with another Participant or any other organization or institution. Under no circumstances, will any other Participant, or other organization or institution, be considered as a substitute or joint employer of the designated personnel.

## **SECTION VI**

### **COMPLIANCE WITH APPLICABLE LAWS**

All activities undertaken pursuant to this MOU, and all personnel designated by the Participants for the execution of those activities undertaken pursuant to this MOU are subject to all applicable laws, including all laws applicable in the jurisdiction where the activities are performed. Such personnel, if visiting the other Participant to participate in an activity pursuant to this Memorandum of Understanding, will not engage in any activity detrimental to this MOU.

## **SECTION VII**

### **INTERPRETATION AND APPLICATION**

Any difference or disagreement that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

## **SECTION VIII**

### **NO LEGAL RIGHTS OR REMEDIES**

Nothing in this MOU creates any legally cognizable or enforceable rights or remedies as to any Participant. In no event will any disagreement arising under this MOU—including, but not limited to, any alleged breach of, or nonperformance under, this MOU—give rise to any cause of action, or any legal or equitable remedy, in any forum whatsoever. Nothing in this MOU waives any sovereign immunity, or any other applicable immunity or defense, that any Participant may otherwise enjoy.

## **SECTION IX**

### **FINAL PROVISIONS**

This MOU is not transferable except with the written consent of all the Participants.

This MOU may be modified only by written agreement of all Participants specifying the date on which such modification is to become effective.

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable for whatever reason, the remaining section or provision not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

The termination of this MOU shall not affect the conclusion of the cooperation activities that may have been initiated during the time this MOU is in effect, unless the Participants mutually agree otherwise.

It is expressly understood and agreed that this MOU embodies the entire understanding between the Participants regarding the MOU's subject matter.