

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** dated as of June 11, 2019 for reference purposes only, by and among the **CITY AND COUNTY OF SAN FRANCISCO** (“**City**”), acting by and through the **SAN FRANCISCO PORT COMMISSION** (“**Port**”) and the **SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY** (“**WETA**”) and the **GOLDEN GATE BRIDGE AND HIGHWAY DISTRICT** (“**Golden Gate**”), outlining the steps the parties intend to take relating to the proposed development, operation, and removal of WETA owned ferry landing equipment at the temporary landing site at Pier 48½ water basin, located generally east of Terry A. Francois Blvd. at Seawall Lot 337.

### RECITALS

A. Port is an agency of the City, exercising its functions and powers over approximately 7½ miles of San Francisco waterfront property under its jurisdiction. The temporary landing facility (“**Temporary Facility**”) is located near Piers 48 and 50 including the marginal wharf at Pier 48½, as further depicted on **Exhibit A** attached hereto (the “**Site**”). The Site is under Port jurisdiction.

B. WETA was created by the State of California to develop and operate a regional ferry transit system on San Francisco Bay and to coordinate water transit response in the event of a natural disaster or regionally disruptive event. WETA currently operates service to San Francisco from six terminals with plans to open at least four more terminals within the next ten years. WETA has worked in partnership with the Port to design and fund the future permanent Mission Bay Ferry Terminal at the foot of 16<sup>th</sup> Street and Terry A. Francois Blvd.

C. Golden Gate Ferry is a commuter ferry service operated by the Golden Gate Bridge, Highway and Transportation District in the Bay Area of Northern California. Regular service is run to the Ferry Building in San Francisco from Larkspur, Sausalito, and Tiburon in Marin County, with additional special event services.

D. Port, Golden Gate and WETA are coordinating efforts to implement and operate ferry service to and from the Temporary Facility for special events at Chase Center (the “**Project**”). The Project will reduce traffic congestion and pressure on other transit providers by adding new regional ferry services to and from Mission Bay area for special events at Chase Center. The Temporary Facility will be in place for an anticipated two-year duration extending no later than July 1, 2021 when it is anticipated the float will be needed to replace WETA’s existing Vallejo float due to planned dredging activities. After the two-year period, it is expected that the permanent Mission Bay Ferry will be operational.

E. Port, Golden Gate and WETA are intending to enter into a series of agreements for the development, operation and ultimate removal of the Temporary Facility at the Site. Specifically, the parties anticipate the following agreements:

- 1) A short-term lease between Port and WETA for WETA to construct the Temporary Facility at the Site and maintain and operate the same for special events at Chase Center.
- 2) Funding agreements between WETA, the Port and Golden Gate to reimburse WETA for funding advanced to construct and install the temporary landing facility.

## **AGREEMENT**

The parties hereby agree as follows:

### **I. Term.**

The term of this MOU will be effective as of the last date this MOU is signed by all parties, and will terminate upon termination of the short-term lease between WETA and the Port for the Site that includes the rights and obligations of Port and WETA set forth in this MOU and is based on the existing leases between Port and WETA for the construction and operation of the Downtown Ferry Terminal.

### **II. Permitting, Designing, and Constructing the Temporary Facility.**

1. **Permitting:** Port will work to secure required regulatory permits for the construction of the Temporary Facility from the Bay Conservation and Development Commission (“**BCDC**”), San Francisco Bay Regional Water Quality Control Board, United States Army Corps of Engineers and other entities that typically oversee construction of waterfront projects sponsored by Port, including Port permits and approvals.
2. **Construction.** WETA owns the emergency float, piles and gangway currently housed at Mare Island (“**WETA Equipment**”). The WETA Equipment will be moved from its current location to the Site and used to construct the Temporary Facility. WETA is solely responsible for moving the WETA Equipment to the Site and designing and constructing the Temporary Facility, including procuring any other equipment and materials necessary for the Temporary Facility to be operational by the Completion Date (the “**Work**”). As such, WETA will issue an invitation for bid (“**IFB**”) for the Work and select the winning bidder by July 11, 2019. The IFB will require, among other things, that the winning bidder must complete the Work no later than October 31, 2019 provided satisfactory issuance of all required regulatory permits for the Work.

3. **Completion Date.** The parties estimate that all required regulatory permits for the Work will be issued by July 30, 2019. The parties estimate that the Work will be completed by October 31, 2019 (the “**Completion Date**”).
4. **Funding:** WETA will initially fund the Work. Subject to approval by Golden Gate’s Board, Golden Gate will reimburse WETA no less than \$250,000 for the Work by end of fiscal year, 2020 (“**GG Payment**”). If the Golden Gate Board does not authorize the funding or if the cost of the Work exceeds Golden Gate’s contribution, the Port and/or the City of San Francisco will identify other non-Port sources of funds for the remaining cost of the Work. Port will provide in-kind staff services for the permitting of the Temporary Facility. The Project is currently estimated to cost \$450,000.

### **III. Operation and Maintenance.**

1. **Berthing Facilities:** WETA will continue to own the WETA Equipment and is solely responsible for the management and maintenance of the Temporary Facility on the waterside up to the landside access gates to the Temporary Facility. In consideration of the foregoing and WETA’s design and construction of the Temporary Facility, Port will waive any landing fees or rent associated with WETA’s use of the Site for the embarkation and debarkation of passengers for special events at Chase Center. WETA will have primary responsibility for scheduling landings at the Temporary Facility to service special events at the Chase Center.
2. **Facility Security Plan.** In accordance with 33 CFR § 105, facility security measures will be assessed, implemented and controlled through a Facility Security Plan maintained by the Port for the Temporary Facility.
3. **Maintenance Program:** WETA and Port desire for Port to assist WETA in providing certain services, including shore side cleaning and maintenance, and other related services that will be set forth through a program (“**Maintenance Program**”) developed between the Port and WETA. The Maintenance Program will define an annual maintenance plan of regular and on-call services provided at the request of WETA to provide certain maintenance services at waterside berthing facilities owned and managed by WETA and the WETA primary-use landside facilities. All services provided by Port through the Maintenance Program will be billed on a time and materials basis subject to prior purchase order authorization by WETA. WETA will use Port staff for maintenance services unless the use of Port staff would be infeasible due to the nature of the work required, to Port staff availability or to requirements under WETA’s system operator contract. Other resources available to WETA to perform maintenance services include its contract ferry operator and other third-party contractors qualified for such work. The Maintenance Program will be incorporated into the lease for the Site between the Port and WETA prior to the start of special event operations at the Temporary Facility.

### **IV. Removal at End of Term.**

At the end of the lease term, Port of San Francisco will coordinate the removal of the Temporary Facility in a timely manner at no cost to WETA.

**V. Public Outreach.**

Port will lead and coordinate all activities related to press inquiries, public input, and stakeholder notification and consultation to avoid unnecessary duplication of efforts or confusion between and among the parties' groups and the specific project components each of the parties are undertaking. Each agency recognizes Port as the lead agency of public outreach and press activities.

**VI. Emergency Deployment of WETA Equipment.**

In the event of a regional emergency, WETA may be required to relocate the WETA Equipment at the direction of the California Office of Emergency Services ("**Cal OES**") at its cost. If Cal OES directs WETA to deploy the WETA Equipment to another location for a regional emergency, WETA will remove and relocate the WETA Equipment. During the period when the WETA Equipment is deployed to another location, ferry service at the Site for special events at Chase Center will be suspended. WETA will use commercially reasonable efforts to return and reinstall the WETA Equipment at the Site in a timely manner after the WETA Equipment is no longer needed by Cal OES for the emergency. WETA is solely responsible for all costs associated with relocating the WETA Equipment and reinstalling the same at the Site.

WETA, Golden Gate, and Port have entered into this Memorandum of Understanding as of the last date set forth below.

**San Francisco Bay Area Water  
Emergency Transportation  
Authority**

**City and County of San  
Francisco, acting by and through  
the San Francisco Port  
Commission**

By: \_\_\_\_\_  
Nina Rannells  
Executive Director

By: \_\_\_\_\_  
Elaine Forbes  
Executive Director

**Reviewed:**

**Reviewed:**  
**Dennis J. Herrera**  
**City Attorney**

By: \_\_\_\_\_  
Madeline Chun  
Legal Counsel to Authority

By: \_\_\_\_\_  
Grace Park  
Deputy City Attorney

**Golden Gate Bridge, Highway  
and Transportation District**

By: \_\_\_\_\_  
Dennis Mulligan  
General Manager

By: \_\_\_\_\_  
Kim Manolius  
Legal Counsel to District