

MEMORANDUM

February 7, 2020

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Willie Adams, Vice President
Hon. Gail Gilman
Hon. Victor Makras
Hon. Doreen Woo Ho

FROM: Elaine Forbes
Executive Director

SUBJECT: Request authorization to execute a Memorandum of Understanding with the San Francisco Public Utilities Commission (SFPUC) to provide temporary electrical service to the Pier 70 mixed-use development project: Proposed MOU authorizes the SFPUC to provide temporary electrical service from the Port's primary service location in Building 102 to end users at the 28-acre Pier 70 mixed-use project (the southeast portion of SWL 349)

DIRECTOR'S RECOMMENDATION: Approve Attached MOU

Executive Summary

This report describes a proposed Memorandum of Understanding (MOU) with the San Francisco Public Utilities Commission (SFPUC), which would provide temporary electrical service to end-users at the Pier 70 development project.

SFPUC is unable to provide permanent or temporary power to the site on a timeline that aligns with the horizontal and vertical construction schedule of the Pier 70 development project. Temporary power is needed to support the project's phase 1 horizontal construction and vertical construction; without this interim solution, the Pier 70 master developer and affiliates would need to greatly expand their use of diesel generators, a costly, environmentally inferior and inefficient option.

The proposed MOU would temporarily divert 1.6 megawatts (MW) of the total 6.2 MW of available power from the Port's Pier 68 Shipyard facility to end users at Pier 70, including Noonan Building tenants, the SFPUC pump station, and Brookfield Properties' temporary construction needs. The Port's primary service location in Building 102 would be modified

THIS ITEM COVERS CALENDAR ITEM NO. 10B

so that SFPUC can operate, control, and expand the use of electricity originating from this distribution point. Permanent power for these uses will become available after the Bay Corridor Transmission and Distribution (BCTD) project is completed. According to SFPUC, BCTD is expected to be complete in 2021. Should the Port identify a maritime tenant requiring the excess power prior to the activation of BCTD, SFPUC has agreed to backfill the Port's needs by up to 1.6MW.

The Public Utilities Commission authorized the execution of the proposed MOU at their January 28, 2020 meeting.

Port Staff is seeking approval of the attached resolution, authorizing the execution of the proposed MOU with the SFPUC.

Strategic Plan Alignment

Approval of the proposed resolution would advance the Port's achievement of the following objectives in the Strategic Plan:

- *Productive:* Furthers the Pier 70 development.
- *Sustainable:* By eliminating need for generators and facilitating an early connection to SFPUC power, furthers the Port's effort to convert Port operations to 100% renewable energy.

Project Background

In September 2017, the Port Commission adopted a series of resolutions authorizing a mixed-use development project on the 28-Acre Site, the Illinois/20th Street parcels known as Parcel K North and Parcel K South, and the Hoedown Yard (together, the "Pier 70 Mixed-Use District Project" or "Project"). Subsequently, in October 2017, the San Francisco Board of Supervisors approved the Project, and on November 15, 2017, Mayor Lee signed all Project-related legislation.

The Port's development partner for development of the 28-Acre Site is FC Pier 70, LLC ("Developer"), now an affiliate of Brookfield Properties. The 28-Acre Site project is governed by a Disposition and Development Agreement dated as of May 2, 2018 ("DDA") and related agreements between the Port and the Developer.

Phase 1 horizontal construction is underway and includes the development of 3 acres of parks and backbone infrastructure to support an anticipated 665 residential units and more than 100,000 square feet of maker/PDR/retail space. Phases 2 and 3 are anticipated to closely follow Phase 1, with full buildout of the site expected in 2028.

Local Business Enterprise Background

The Pier 70 project led by Brookfield has a 17% LBE participation goal. Contracts awarded through the Q3-2019 (end of September) were comprised primarily of Phase 1 horizontal improvement construction work and design consultants for upcoming vertical

projects. Brookfield hired RDJ Enterprises, a LBE-MBE firm, to tailor LBE engagement efforts in order to maximize LBE participation on trade packages. Through Q3-2019, Pier 70 has awarded \$100 million in contracts, of which \$38.9 million or 38.9% have been awarded to LBE firms, including SBA-LBEs. \$34.7 million or 34.7% has been awarded to small and micro-LBE firms. \$17.6M or 17.6% of total contract dollars were awarded to small and micro-LBE firms located in the three zip codes (94107, 94124 & 94134) located next to the project area. Brookfield has been proactively working to increase the diversity of its team. Since November 2019, Brookfield has awarded and committed over \$18 million to minority and women-owned businesses, including both LBE and non-LBEs (these contracts will be reflected in the reporting for Q4-2019 and Q1-2020).

Power Background

Chapter 99 of the Administrative Code “Public Power in New City Developments” requires SFPUC to study the feasibility of supplying electricity to all new development on City property. The SFPUC notified the Port in 2016 that it can provide power to the Project site. In order for SFPUC to supply this power, SFPUC may either install an intervening facility between PG&E electrical wires and the customer’s site or await completion of SFPUC’s BCTD project, which will eliminate the need for these intervening facilities between PG&E and SFPUC in locations proximate to BCTD (such as Pier 70 and Mission Rock).

The Brookfield team has worked closely with SFPUC to provide power for ongoing construction at the site, beginning in early 2018 when the team was preparing to break ground on the horizontal phase. SFPUC and PG&E have been unable to provide power for construction activities thus far so Brookfield has used generators to electrify construction trailers. While this method is sometimes used for construction projects, as power needs increase to accommodate vertical construction anticipated to start in early 2020, generators are inefficient and should be replaced by grid power.

Analysis of Power Needs at Pier 70

Reserve Power Allocation

Currently, the Port’s primary power service location in Building 102 has 6.2 MW of reserve capacity. Under the terms of the proposed MOU, the Port would agree to temporarily operate this service at a 4.6 MW peak load, allowing the remaining 1.6 MW to be used for Pier 70 end users (see **Table 1** for end user power usage and timing) (Pier 70 End Users). SFPUC would agree to backfill the 1.6 MW capacity in the event a shipyard tenant required the entire 6.2 MW reserve capacity. This would require 60 days advanced notice. All temporary power to Pier 70 End Users would be metered.

Table 1. Users - Demand and Timing for Temporary Power Needs

End User	Use	Demand	Termination
Noonan Building Tenants	Commercial Building	0.05 MW	Upon move out of all tenants or cut-over to shoofly 1 power*, whichever occurs earlier
SFPUC	Twentieth Street Pump Station (TWS)	0.05 MW	Upon cut-over to shoofly 1 power*
Brookfield and Vertical Developers	Temporary Construction Power	1.6 MW	Mid-2021 or upon cut-over to permanent power, whichever occurs earlier

* Shoofly 1 power refers to the temporary electrical facilities planned and installed to avoid future construction activities

Key Terms of the MOU

Design, Construction and Removal of Temporary Power Facilities

The proposed MOU states that Brookfield will design the temporary electric service and submit the design to the Port and SFPUC for review and approval. Brookfield would bear the cost of design and construction, which would be subject to reimbursement under the DDA. Inspection of the temporary electrical service facilities (“Temporary Electrical Service Facilities”) would be performed by the Port and SFPUC and billed to Brookfield. No application fees are to be collected from the Port.

Port will issue a permit for the work, subject to SFPUC consent. Port and SFPUC will inspect the Temporary Electrical Service facilities once constructed, which will include, but not be limited to, all electrical components such as conduits, poles, transformers, fuses, circuit breakers, relays, meters, and cables. Port will not finalize the permit and “green tag” the Temporary Electrical Service Facilities without SFPUC consent.

The SFPUC will remove the poles providing temporary service upon termination of each Pier 70 End User’s temporary service

Ownership, Maintenance, and Billing

The Port will own the Temporary Electrical Service Facilities until removal. This term is consistent with the SFPUC adopted rules and regulations governing electrical service requiring temporary facilities to be owned by the project’s applicant (in this case, Port). SFPUC ownership would have required a resolution by their commission waiving the relevant SFPUC regulations governing temporary electric service facilities. Port ownership allows temporary power to be implemented faster as it would not be subject to the additional environmental review and approvals required by SFPUC in order to take ownership (The City Planning Department found that Port ownership of the Temporary Electrical Service Facilities was consistent with the Project’s CEQA clearance and did not

warrant additional environmental review). Port ownership also allows Brookfield's Phase 1 horizontal construction to continue without further reliance on generators.

The proposed MOU grants to SFPUC access to Port property at the Pier 70 development for the purpose of operating and maintaining Temporary Electrical Service Facilities on the property.

SFPUC agrees to release the Port from liability in the event of a power outage or failure that affects the Pier 70 End Users.

Recommendation

Staff requests that the Port Commission adopt the attached resolution authorizing the Port to enter into a Memorandum of Understanding with the San Francisco Public Utilities Commission in order to provide temporary power to Pier 70 End Users at the Project site.

Prepared by: Rebecca Benassini
Assistant Deputy Director
Real Estate and Development

Kevin Masuda
Project Manager
Engineering

Raven Anderson
Development Project Manager
Real Estate and Development

For: Michael Martin, Deputy Director of
Real Estate and Development

Rod K. Iwashita, Chief Harbor Engineer

Attachment: Memorandum of Understanding

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 20-06

- WHEREAS, Charter Section B3.581 empowers the Port Commission with the authority and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port jurisdiction; and
- WHEREAS, On September 26, 2017, the Port Commission approved a mixed-use development project on the 28-Acre Site (the “Project”) and adopted the Pier 70 Special Use District Design for Development (the “D4D”), which provides land use controls, detailed development standards and guidelines for buildings, open space and streetscape improvements; and
- WHEREAS, On October 31, 2017, the San Francisco Board of Supervisors approved the Project and adopted Planning Code section 249.79 (the “SUD Code”), which established the Pier 70 Special Use District and imposed land use controls over buildings on the 28-Acre Site, Parcel K, and the Hoedown Yard (the “SUD”) and referred to the D4D; and
- WHEREAS, Subsequently, Mayor Lee signed all necessary legislation; and
- WHEREAS, The Port’s development partner for development of the 28-Acre Site is FC Pier 70, LLC (“Developer”), an affiliate of Brookfield Properties; and
- WHEREAS, Consistent with the City Charter and Chapter 99 of the San Francisco Administrative Code, Brookfield submitted an application for electrical service to SFPUC for the Project; and
- WHEREAS, SFPUC provided a positive feasibility determination for long-term power to the Project and also determined that SFPUC is unable to provide temporary, construction power for the Project, and
- WHEREAS, SFPUC and Port staff negotiated a Memorandum of Understanding whereby SFPUC will temporarily distribute excess power from the Port’s power facilities located in Building 102 at Pier 70 to end users at the Project site, as described in the attached memorandum;
- WHEREAS, On October 21, 2019, the San Francisco City Planning Department’s Environmental Review Officer provided sufficient documentation that this project does not warrant additional environmental review per San Francisco Administrative Code Section 31.19(c)(1); now therefore, be it
- RESOLVED, The Port Commission hereby approves the proposed MOU between the Port and SFPUC on terms substantially consistent with those described in the memorandum dated February 7, 2020; and be it further

RESOLVED, The Port Commission hereby authorizes the Executive Director or her designee, to execute the proposed MOU; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director to enter into any additional amendments or other modifications to the MOU that the Executive Director, in consultation with the City Attorney, determines are in the best interest of the Port, do not materially increase the obligations or liabilities of the Port or materially decrease the public benefits accruing to the Port and are necessary and advisable to complete the transaction and effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Executive Director of any such documents.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of February 11, 2020.

Secretary

ATTACHMENT

MEMORANDUM OF UNDERSTANDING BETWEEN THE PORT OF SAN FRANCISCO AND SAN FRANCISCO PUBLIC UTILITIES COMMISSION PIER 70 TEMPORARY ELECTRIC SERVICE

This Memorandum of Understanding (“MOU”) is entered into by and between the Port of San Francisco (Port) and the San Francisco Public Utilities Commission (“SFPUC”) as of _____, 2020 (Effective Date) and sets forth the parameters under which the parties will cooperate to provide the services listed below. It authorizes the SFPUC to provide temporary electrical service (“Temporary Electrical Service”) to the Port, the Special Use District (“Pier 70 Development”) and Pier 70 End Users in the Pier 70 area from the Port’s primary metered service in Building 102 located on 20th Street. Building 102 is part of the Port’s Shipyard facility adjacent to the Pier 70 Development (“Shipyard”). For purposes of this MOU, the term “Pier 70 End Users” means and includes the Noonan Building Tenants, SFPUC wastewater pump station on 20th Street, Brookfield, and Vertical Developers at the Pier 70 Development requesting temporary electrical service in the future.

TEMPORARY SERVICES TO BE PROVIDED BY THE SFPUC FROM EXISTING PORT SERVICE:

A. Services to be Provided

SFPUC shall provide Temporary Electrical Service from the Port’s primary metered service, Meter ID# RG60D, in Building 102 to the Port, the Pier 70 Development, and Pier 70 End Users.

B. Agency Authority

Pursuant to the Pier 70 Waterfront Site Memorandum of Understanding Regarding Interagency Cooperation (“ICA”), SFPUC will provide electric service to the Pier 70 Development and will work with FC Pier 70, LLC, a Delaware limited liability company (“Developer” or “Brookfield”), to provide temporary construction and permanent electric services pursuant to its Rules and Regulations for Electric Service.

C. Reserve Allocation

1. The Port’s primary metered service in Building 102 serves the Shipyard and has a reserve capacity of 6.2 megawatts (“MW”) based on the historical peak load of 6.2 MW recorded in March 2015.
2. The Port agrees to have up to 1.6 MW of the 6.2 MW capacity to serve the Pier 70 Development, thus leaving about 4.6 MW of capacity for the Shipyard.
3. SFPUC agrees to curtail service to the Pier 70 Development in the event Port’s tenants at the Shipyard require the entire 6.2 MW. Port will provide the SFPUC a written notice at least 60-days prior to allow SFPUC to provide backup service to the Pier 70 Development. Notwithstanding any

curtailment to the Pier 70 Development pursuant to this Section C.3, SFPUC shall continue to provide electrical service to the Pier 70 End Users.

4. The table below describes the Pier 70 End Users, demands, and schedule for when temporary electric services are no longer needed:

END USER	USE	DEMAND	TERMINATION
Noonan Building Tenants	Commercial Building,	0.05 MW	After all tenants have moved out or cut-over to shoofly 1 power, whichever occurs earlier
SFPUC	20th Street Wastewater Pump Station (WPS) ¹	0.05 MW	Upon cut-over to shoofly 1 power
Brookfield and Vertical Developers	Temporary Construction Power	1.5 MW	Mid-2021 or upon cut-over to permanent power, whichever occurs earlier

D. Temporary Electrical Service Conceptual Design

1. A connection to the existing Port 12kV service will be made within the Shipyard through a series of poles and overhead lines through the Shipyard and Pier 70 Development areas. The new overhead system will be installed by Brookfield, as shown on the attached Exhibit A (referred to as “Shoofly 2”), and connect to an existing overhead pole line (referred to as “Shoofly 1”) on the Pier 70 Development site, that may be used by SFPUC in the future. The installation and energization of Shoofly 1 will provide for Shoofly 2 to be deactivated.
2. The Port and SFPUC agree that Brookfield will design and construct Shoofly 1, including all underground connections, poles, guy wires, conductors, circuit reclosers, fuses, disconnect, and primary meter, at no cost to the SFPUC or Port, but for which Brookfield may be eligible for reimbursement from Project Payment Sources (as defined and further discussed in that certain Disposition and Development Agreement and Financing Plan by and between Port and Brookfield).
3. The Temporary Electrical Service to the Pier 70 End Users shall be metered.

¹ This pump station is currently served by a combination of PG&E and SFPUC electrical systems with the ability for emergency generator power.

E. Design, Construction and Removal of Temporary Service

1. Brookfield will design the facilities to provide Temporary Electrical Service and submit the design to SFPUC and Port for review and approval. Port will issue a permit for the work, subject to SFPUC consent.
2. Port and SFPUC will inspect the temporary electric service facilities once constructed, which will include, but not be limited to, all electrical components such as conduits, poles, transformers, fuses, circuit breakers, relays, meters, and cables (collectively, the “Temporary Electrical Service Facilities”). Port will not finalize the permit and “green tag” the Temporary Electrical Service Facilities without SFPUC consent.
3. The SFPUC will remove the poles providing temporary electrical service as shown in Exhibit A (shoofly 2) upon termination of each End Users’ temporary service as detailed in the table in section C(5), at SFPUC’s sole cost and expense.

F. Ownership, Maintenance, and Operation

1. The Port will own the Temporary Electrical Service Facilities as shown on the attached Exhibit B.
2. After activation of the Temporary Electric Service, the SFPUC will maintain the Temporary Electric Service Facilities as set forth below. SFPUC acknowledges that the Port has no security, maintenance or repair obligations for the Temporary Electrical Service Facilities during the term of this MOU.
3. The Port hereby grants to SFPUC access to Port property at the Shipyard and Pier 70 Development on a 24 hours a day, 7 days a week, and 365 days a year basis to perform activities necessary to operate, maintain, and complete routine repairs or rehabilitation work on the facilities associated with the Temporary Electrical Service at the Shipyard and the Pier 70 Development, which includes any alterations or improvements to the Temporary Electrical Service Facilities from time to time (collectively, the “SFPUC Authorized Activities”). As a self-permitting agency, the SFPUC will comply with all the applicable codes, local, state and federal requirements associated with the operation and maintenance of the facilities associated with the Temporary Electrical Service and SFPUC Authorized Activities.
4. The SFPUC shall be responsible for the repair and/or replacement of any property that is damaged by or adversely affected by the SFPUC Authorized Activities and shall be responsible for damages, liabilities, and claims arising therefrom.
5. SFPUC acknowledges that there are or may be current and future tenants, licensees or other third parties with rights to use other portions of the Shipyard and the Pier 70 Development, and agrees to work cooperatively with them and the Port and notify them of the schedule and accommodate their operations in a reasonable manner, and provide the Port with the opportunity to recommend

reasonable modifications to the schedule or sequence of operations, in order to preserve Port operations and minimize disruptions thereto, including without limitation, traffic flow across Port property, during the periods of SFPUC Authorized Activities.

6. Termination of each Pier 70 End User will be per the table in Section C(5), unless mutually extended by the Port and SFPUC.

7. Planned Operation and Maintenance Services

a. The SFPUC will enter information for the Temporary Electrical Service Facilities in the SFPUC's Maximo maintenance management system. The Port will provide Maximo data for the Temporary Electrical Service Facilities to the SFPUC on SFPUC provided templates.

b. The SFPUC will provide the Port's project manager scheduling information for all planned maintenance activities in advance of the work. Maintenance activities may include, but are not limited to, inspections, cleaning, testing, and verification of settings.

c. Operations includes activities necessary for SFPUC to perform the work, repairs or modifications to the Temporary Electrical Service Facilities or to respond to emergency conditions, such as switching to transfer loads during an outage. Operations will be performed by SFPUC on an as needed basis in conjunction with repairs or other SFPUC work under this MOU.

8. Emergency Services

a. The SFPUC will respond to the Port's emergency calls for services to Temporary Electrical Service Facilities within a four-hour window, 24 hours a day, seven days a week. A response is defined as having a high voltage line worker at the site to begin trouble-shooting the problem. Repairs that are within the scope of this MOU will be made by the SFPUC as soon as possible depending on the availability of staff, equipment, weather conditions, and available materials and supplies. The SFPUC will provide the Port with an estimated schedule for repairs as soon as practicable so that the Port can inform and alert tenants. The SFPUC contact for trouble-shooting the problems with Port owned medium voltage Temporary Electrical Service Facilities is:

SFPUC Emergency Primary Line: 415-635-5111

SFPUC Emergency Primary Line: 415-635-5112

b. The Port shall designate and have immediately available on a 24/7 basis an agent/representative for the purpose of this MOU. Prior to contacting the SFPUC's emergency personnel, the Port's designated representative will be responsible for verifying (i) that emergency conditions exist that trigger the need to respond on an emergency basis (within a four-hour window) and (ii) that the emergency condition involves Temporary Electrical Service Facilities governed by this MOU. The SFPUC will contact PG&E for de-

energizing circuits and will cooperate with the Port's designated representative to make repair and budgetary decisions. The Port will provide 24/7 contact information for its representative and will alert the SFPUC when a change in the representative has occurred.

SFPORT Emergency line: 415-274-0400

SFPORT Marine Exchange: 415-441-6600

- c. Each month the SFPUC will provide the Port's designated representative with a list of its standby personnel and their 24/7 contact information.
- d. Both the SFPUC and the Port agree not to divulge personnel contact information to non-Port or non-SFPUC personnel.

G. Conditions

1. SFPUC will not interfere with any existing Port structures or any operations of Port tenants or licensees, or access of Port tenants or licensees to their leased premises or licensed areas, as applicable, except as reasonably necessary for the SFPUC Authorized Activities.
2. SFPUC will, without expense to the Port, repair any damage to any real or personal property under Port jurisdiction caused by the SFPUC Authorized Activities.
3. SFPUC will require each contractor it hires to perform work on the SFPUC facilities to secure insurance coverage with limits as approved by the City's Risk Manager, to include public liability insurance in an amount not less than Five Million Dollars (\$5,000,000) Combined Single Limit, including auto and contractual, with endorsements naming the San Francisco Port Commission and its officers, directors, employees and agents, an all authorized agents and representatives, and members directors, officers, trustees, agents and employees of any of them.
4. SFPUC shall have the right to have other parties perform its obligations under this MOU, provided that (a) SFPUC shall remain responsible for ensuring that such obligations are performed in compliance with this MOU, and (b) any agreement for the performance of such obligations states that the performing party shall be bound by the terms and conditions of this MOU.

H. Disclosure; Regulatory Approvals; Plans and Specifications

1. SFPUC understands there is a Risk Management Plan for the Pier 70 Development due to existing hazardous materials contamination in soils at that site. The Risk Management Plan for Pier 70 (Treadwell & Rollo, 7/25/13) as amended and as interpreted by regulatory agencies with jurisdiction (RMP) applies throughout the Pier 70 Development and the Shipyard. The RMP establishes measures that must be followed by anyone performing management, maintenance, and construction within the Pier 70 Development to mitigate potential health risks related to contaminated soil in the Pier 70 Development and Shipyard.
2. Any SFPUC Authorized Activities taking place in any portion of Port's property that is subject to the RMP must be conducted in compliance with the RMP, and any revisions thereto.

3. Plans and specifications, if any, for the SFPUC Authorized Activities will be submitted to and approved by the Chief Harbor Engineer of the Port (“Chief Harbor Engineer”). No work will commence without approval of plans and specifications by the Chief Harbor Engineer, whose approval will not be unreasonably withheld. SFPUC agrees that the Port may impose reasonable conditions to its approval based on the nature of the work and the conditions in and under the Premises. The Port’s approval or disapproval will be forthcoming without unreasonable delay after submission by SFPUC of plans and specifications for review by the Port, Planning, Environmental, Real Estate and Engineering Divisions. SFPUC may, however, make any repairs or changes under emergency conditions that are determined to be necessary by SFPUC with subsequent written notification to the Chief Harbor Engineer or his or her designee within 48 hours of the event commencement. SFPUC agrees to provide the Port with copies of as-built plans of work performed on the Temporary Electrical Service Facilities.

I. Damages

It is the understanding of the parties that Port shall not expend any funds due to or in connection with the SFPUC Authorized Activities, the Temporary Electrical Service, or the Temporary Electrical Service Facilities. Therefore, SFPUC agrees to be responsible for all costs associated with claims, damages, liabilities or losses which arise (i) as a result of the handling of hazardous materials on or about the Shipyard or the Pier 70 Development resulting from the SFPUC Authorized Activities, by SFPUC, its agents or invitees, contractors and their subcontractors, agents and invitees; (ii) out of any injuries or death of any person or damage of any property which arise as a result of SFPUC’s or its agents’ or invitees’ acts or omissions; (iii) out of SFPUC’s failure to comply with all material terms of this MOU, or (iv) from the loss of Temporary Electrical Service to the Pier 70 End Users. The foregoing obligation of SFPUC shall survive the expiration of this MOU. In addition, SFPUC will ensure that the Port is indemnified to the same extent that SFPUC is indemnified by its vendors, contractors or agents conducting any activities on the Premises.

J. Default

Failure of SFPUC to perform any provision of this MOU, if the failure to perform is not cured within thirty (30) business days after a written notice has been given by the Port to the SFPUC, shall constitute a default by SFPUC. If the default cannot be reasonably cured within thirty (30) business days, SFPUC shall not be in default of this MOU if it commences to cure the failure within such 30-day period and diligently and in good faith continues to cure the failure. In the event of an SFPUC failure to cure a default in the manner required by the Port, the Port and SFPUC shall avail themselves of the dispute resolution procedures in Section M to determine how to otherwise cure the default.

K. Notices

Any notice given under this MOU shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail, with postage prepaid, or by email (provided that a copy thereof is sent by first-class mail within three (3) business days of the email) at the following addresses, or at such other addresses as the parties may designate by notice as its new address:

Address for the Port: Director of Real Estate and Development
Port of San Francisco
Pier One

San Francisco, CA 94111
Telephone No: (415) 274-0544
Email: michael.martin@sfport.com

And to: Port Chief Harbor Engineer
Port of San Francisco
Pier One
San Francisco, CA 94111
Telephone No: (415) 274-0570
Email: rod.iwashita@sfport.com

Address for the SFPUC: Barbara Hale
SFPUC Assistant General Manager, Power
SFPUC
525 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Telephone No: 415-554-2483
Email: bhale@sflower.org

And to: Samuel Larano
Manager, Customer Programs and Redevelopment
SFPUC
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Telephone No: 415-554-0724
Email: slarano@sflower.org

The recipient of an email notice sent under this section shall confirm receipt of such email.

L. Cooperation

Subject to the terms and conditions of this MOU, the Port agrees to use its best efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU and the SFPUC Authorized Activities contemplated hereby as expeditiously as practicable, including, without limitation, performance of further acts and the execution and delivery of any additional documents, provided that such cooperation is at no cost to Port.

M. Disputes

In the case of a dispute between the Parties, the appropriate staff person from the Port and SFPUC, starting from level 1 below, shall meet in good faith with each other to resolve the contested issues. If staffs from level 1 are unable to resolve the dispute, the matter shall be forwarded to levels 2, 3, and 4 as applicable (or their designated staff) to meet in good faith with each other to resolve the contested issues.

Escalation Ladder:

Level	SF Port Contact	SFPUC Contact
1	Kevin Masuda Project Manager (415) 274-0585 kevin.masuda@sfport.com	Manuel Ramirez Manager, Redevelopment Projects 415-554-1538 mramirez@sfgwater.org
2	Michael Martin Deputy Director Real Estate and Development (415) 274-0544 michael.martin@sfport.com	Barbara Hale Assistant General Manager, Power 415-554-2483 bhale@sfgwater.org
3	Elaine Forbes Executive Director	Harlan L. Kelly, Jr. General Manager

N. Approval and Term

1. This MOU must be approved by the Port Commission and the San Francisco Public Utilities Commission.
2. The parties may request authority make non-material amendments to this MOU.
3. The MOU shall expire five (5) years from the Effective Date.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:
THE SAN FRANCISCO PUBLIC
UTILITIES COMMISSION

By: _____
Harlan L. Kelly, Jr.
General Manager

Date: _____

AGREED TO AS WRITTEN ABOVE:
THE PORT OF SAN FRANCISCO

By: _____
Elaine Forbes
Executive Director

Date: _____