

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of July 28, 2017, by and between the City of Sausalito (Sausalito) and Golden Gate Bridge, Highway and Transportation District (District). Sausalito and the District are sometimes collectively referred to herein as "Parties."

### RECITALS

A. Sausalito is the lessor in that certain "Lease of Public Tides and Submerged Lands" agreement with the District as tenant, executed as of December 1, 1995 (Lease), pursuant to which the District operates a ferry terminal and provides ferry services between Sausalito and the City of San Francisco.

B. The District seeks to replace the existing ferry terminal in Sausalito with a new ferry terminal (Project).

C. A dispute arose between the Parties relating to their respective legal rights and obligations under the Lease in response to the District's proposed Project. Sausalito therefore filed a lawsuit against the District in Marin County Superior Court on September 13, 2016 (Lawsuit). On January 24, 2017, the Marin County Superior Court transferred the Lawsuit to Contra Costa County Superior Court pursuant to Code of Civil Procedure section 394. On June 9, 2017, the Contra Costa County Superior Court granted leave and accepted for filing Sausalito's First Amended Petition/Complaint.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

### TERMS

1. The District shall revise its plans for the Project from those most recently submitted to Sausalito on August 16, 2016, by reducing the width of the proposed float by 4 feet, from 53 feet to 49 feet, and the length of the proposed float by 1.5 feet, from 145.5 feet to 144 feet. The revised plans shall also reduce the width of the proposed gangway by 4 feet to correspond with the width reduction of the proposed float, from 16 feet to 12 feet (Revised Plans).

2. As soon as possible but no later than August 31, 2017, the District shall submit the Revised Plans to Sausalito. Regardless of the date that the Revised Plans are submitted the Parties agree that Sausalito's 45-day review under Section 5.4 of the Lease to decide whether or not it will consent to the revised Project reflected in the Revised Plans will start on August 31, 2017.

3. Prior to the District's submission of the Revised Plans to Sausalito, the Parties shall meet and confer to agree on a manner of addressing Sausalito's previously expressed CEQA concerns regarding the Project's proposed temporary construction staging area.

4. Prior to the District's submission of the Revised Plans to Sausalito, the Parties shall work cooperatively and consult with BCDC in an effort to persuade BCDC to consent to remove the Belvederes from the proposed Project and instead allow the District or the City to provide

improved public shoreline access at or near the Project site, and/or at a different location within the City that is agreeable to the Parties.

5. Prior to the District's submission of the Revised Plans to Sausalito, the Parties shall agree on a timetable to meet and confer about landside improvements and Sausalito's continuing concerns arising from ferry passenger crowd management should the City approve the project.

6. Following the Parties' execution of this MOU, they shall jointly submit a request to the Court for a stay of all proceedings in the Lawsuit for six months.

**IN WITNESS WHEREOF**, this MOU has been authorized and entered into by and between the Parties as of the day and year first above written.

DATED: July 26, 2017

**CITY OF SAUSALITO**

By:   
Adam W. Politzer

Its: City Manager


DATED: July 28, 2017

**GOLDEN GATE BRIDGE, HIGHWAY AND  
TRANSPORTATION DISTRICT**

By: 

Its: General Manager

Approved as to form:

 7/28/17  
HANSON BRIDGETT, LLP  
Attorneys for  
Golden Gate Bridge, Highway and Transportation District

  
CITY ATTORNEY  
City of Sausalito