

Members of the Board

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**SAN FRANCISCO BAY AREA
WATER EMERGENCY TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING**

Thursday, November 2, 2023 at 1:00 p.m.

**Port of San Francisco
Pier 1**

San Francisco, CA

and

Videoconference

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AGENDA

1. CALL TO ORDER
2. ROLL CALL/PLEDGE OF ALLEGIANCE
3. REPORT OF BOARD CHAIR **Information**
 - a. Chair's Verbal Report
4. REPORTS OF DIRECTORS **Information**

Directors are limited to providing information, asking clarifying questions about matters not on the agenda, responding to public comment, referring matters to committee or staff for information, or requesting a report to be made at another meeting.
5. REPORTS OF STAFF **Information**
 - a. Executive Director's Report on Agency Projects, Activities and Services
 - i. Bay Ferry VI
 - ii. Regional Transportation Measure
 - iii. Main Street Terminal Update
 - b. Monthly Review of Financial Statements
 - c. Federal Legislative Update
 - d. State Legislative Update
 - e. Monthly Operations, Ridership, and Recovery Report
6. CONSENT CALENDAR **Action**
 - a. Approve Board Meeting Minutes – October 12, 2023
7. OAKLAND ESTUARY WATER SHUTTLE PILOT SERVICE PROJECT AGREEMENT **Action**
8. AWARD OF A CONTRACT TO BAY SHIP & YACHT CO. FOR THE BAY BREEZE ENGINE REBUILD AND REPLACE WORK **Action**

**Water Emergency Transportation Authority
November 2, 2023 Meeting of the Board of Directors**

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| 9. <u>AUTHORIZE RELEASE OF REQUEST FOR PROPOSALS FOR WEBSITE REDESIGN PROJECT</u> | Action |
| 10. <u>FISCAL YEAR 2024 MARKETING CAMPAIGN</u> | Information |
| 11. <u>PROPOSED VESSEL NAMING PRINCIPLES</u> | Information |
| 12. <u>PUBLIC COMMENTS FOR NON-AGENDA ITEMS</u> | |
| <u>ADJOURNMENT</u> | |

All items appearing on the agenda are subject to action by the Board of Directors. Staff recommendations are subject to action and change by the Board of Directors.

PUBLIC COMMENTS WETA welcomes comments from the public.

If you know in advance that you would like to make a public comment during the meeting, please email BoardOfDirectors@watertransit.org with your name and item number you would like to provide comment on no later than 15 minutes after the start of the meeting. Comments will also be accepted in real time. During the public comment period, speakers will be allotted no more than 3 minutes to speak and will be heard in the order of sign-up. Said time frames may be extended only upon approval of the Board of Directors.

Agenda Items: Speakers on individual agenda items will be called in order of sign-up after the discussion of each agenda item.

Non-Agenda Items: A 15-minute period of public comment for non-agenda items will be held at the end of the meeting. Please indicate on your speaker card that you wish to speak on a non-agenda item. No action can be taken on any matter raised during the public comment period.

Upon request, WETA will provide written agenda materials in appropriate alternative formats to individuals with disabilities. In addition, WETA will arrange for disability-related modifications or accommodations including auxiliary aids or services to enable individuals with disabilities to participate in public meetings. Please send an email with your request to: contactus@watertransit.org as soon as possible and no later than 5 days prior to the meeting and we will work to accommodate access to the meeting.

AGENDA ITEM 1
CALL TO ORDER

AGENDA ITEM 2
ROLL CALL

AGENDA ITEM 3
REPORT OF BOARD CHAIR

AGENDA ITEM 4
REPORTS OF DIRECTORS

NO MATERIALS

TO: WETA Board Members

FROM: Seamus Murphy, Executive Director

DATE: November 2, 2023

RE: Executive Director's Report

Main Street Terminal Rehab Project

The Main Street Terminal is undergoing renovation and replacement of key waterside components and was closed on October 23. Construction will take up to ten weeks and the terminal is scheduled to be reopened in January 2024. Passengers normally using the terminal for service to San Francisco have been utilizing Seaplane Lagoon, where weekend service has been added. Passengers that normally use the terminal for service to South San Francisco have been utilizing the Oakland Terminal instead. Indications show that these alternatives are being utilized as expected. To make the connection to the Oakland terminal as seamless as possible, WETA partnered with Uber to offer free shared rides from Alameda to the terminal. A handful of riders are utilizing this benefit on a daily basis. WETA worked hard to communicate these changes to riders prior to the closure. The lack of rider complaints is an indication that these efforts were successful.

Bay Ferry VI Exercise

On September 18-21 WETA participated in Bay Ferry VI, a regional active threat full-scale exercise designed to engage local, regional, and federal maritime first responders and promote coordination between jurisdictions and agencies in response to a complex, coordinated terrorist attack against the regional commuter ferry system. The Golden Gate Bridge, Highway and Transportation District secured the grant and led the planning effort for this regional exercise.

Each of the four exercise days focused on a different type of response for an active shooter incident and provided an opportunity for various agencies to implement training and procedures gained through the dozens of lead up training sessions supported by the Bay Ferry VI exercise:

- Day 1: Preventative Radiological, Nuclear Detection (PRND)
- Day 2: Active Shooter at a Ferry Terminal
- Day 3: Active Shooter underway
- Day 4: Incident on a ferry causing a mass casualty event requiring evacuation testing the region's Vessel Mutual Aid Plan (VMAP)

WETA staff and crews participated in 3 of the 4 exercise days and provided a vessel for Day 3 and 4 to practice response to an active threat while underway and a mass casualty incident. The exercise was widely attended with 51 participating agencies, 619 personnel and 39 law enforcement/US Coast Guard vessels over the 4 days. Bay Ferry VI had the highest participation of personnel for any Bay Ferry exercise, showing the value of this type of exercise for the variety of agencies that would be called to respond to these types of events.

While the exercise took place in September, WETA and Blue & Gold Fleet have been working for months to take advantage of the exercise planning process to conduct training for our crews and to host training sessions for our law enforcement partners we depend on to provide a response, including:

1. Seven nighttime underway boarding exercises with San Francisco SWAT and Police Department
2. Two Active Threat and "Stop The Bleed" training sessions for 50 San Francisco Bay Ferry crews
3. Three days of radiological/nuclear training for law enforcement agencies
4. Several facility and vessel familiarization sessions with various local law enforcement agencies
5. One training session with San Francisco Fire Department to address vessel fires
6. One training with San Francisco Police Department and Vallejo SWAT

Additional trainings with local law enforcement including Oakland and Pittsburg SWAT teams and Oakland and Alameda Fire Departments have either already been conducted or will be scheduled in the coming months. It is important to recognize the Blue & Gold Fleet staff that worked extremely hard to coordinate these various training sessions with little to no cost to our agency and without impacting our transit service. Through this work we have been able to make huge strides in ensuring our law enforcement partners are familiar with our facilities, vessels and procedures.

For WETA this exercise represented a culmination of several years of discussions and coordination with U.S. Coast Guard, law enforcement and other ferry operators to create a curriculum for active threat training for ferry crews, the first of its kind in the country. While the exercise is over, WETA and Blue & Gold Fleet staff are coordinating additional opportunities for the remaining San Francisco Bay Ferry crew members to receive Active Threat and Stop the Bleed Training and instituting a program for crews to have recurring hands on experience with critical life saving equipment.

2026 Regional Transportation Funding Measure

WETA staff have been working with staff from the Metropolitan Transportation Commission (MTC) to explore concepts and strategies around the development of a regional transportation funding measure that would advance much-needed investment in transit operations to avoid looming service cuts. MTC plans to secure legislative approval to put a measure on the November 2026 ballot.

Asian Pacific Economic Conference (APEC)

San Francisco will be hosting the Asian Pacific Economic Conference from November 11-17. The Asia-Pacific Economic Cooperation (APEC) is a regional economic forum established in 1989 to leverage the growing interdependence of the Asia-Pacific. The United States is currently hosting and chairing APEC for the third time. Due to the national security measures required for the event, the APEC Economic Leaders' Meeting holds a National Special Security Event (NSSE) designation between November 15 and 18, which allows the federal government to fully implement event security and incident management plans to ensure the safety of all event participants, residents and visitors. As part of the NSSE structure, the U.S. Secret Service leads the design and implementation of security plans through an executive network of representatives from agencies holding various primary jurisdictions. This is the first time a NSSE has been held in California. As a result of the heightened security measures, several areas around the city will have street, pedestrian and transit closures. WETA has been coordinating with the U.S. Secret Service, the U.S. Coast Guard, our San Francisco partners and regional transit agencies to plan for these disruptions. San Francisco Bay Ferry services will not be impacted by these heightened security measures. As part of our emergency response mandate, WETA has also been coordinating with the U.S. Secret Service on contingency planning to ensure the safety of event participants.

U.S. Coast Guard Certificate of Recognition

The U.S. Coast Guard (USCG) hosted their annual Industry Day on October 20 in Sausalito. During the event, USCG representatives provided a certificate of recognition to San Francisco Bay Ferry and Blue & Gold Fleet for contributions to their New Inspector Training Program. Blue & Gold Fleet continually coordinates access to San Francisco Bay Ferry's offline vessels and facilities for new USCG inspectors to become familiar with the regions ferry assets. USCG Sector San Francisco has the largest Inspector Training Program in the United States.

MTC Grant Submission

On Wednesday, October 18, staff submitted a grant application to the Metropolitan Transportation Commission in response to a call for proposals to build public charging infrastructure. The *Transit Station Public Charging Program* is a Climate Initiative funded through the One Bay Area Grant 3 (OBAG 3) to implement Plan Bay Area 2050 Environment Strategy 8 (Expand Clean Vehicle Initiatives). WETA's application, for the Richmond Ferry Terminal, was a cooperative effort with the City of Richmond to provide funding for the electric infrastructure that would be needed to bring an upgraded power connection to the Richmond Ferry Terminal for ferry service while also providing public charging stations for the public in the Richmond parking lot. The grant application requested \$3 million in funding from MTC (the maximum available), which would be matched by \$1.2 million in WETA's RM3 funding if the application is successful. The cost of the ten (10) Level 2 EV charging stations themselves is minor compared to the overall cost of upgrading the power connection to the Terminal.

END

MEMORANDUM

TO: Board Members

**FROM: Seamus Murphy, Executive Director
Erin McGrath, Chief Financial Officer**

SUBJECT: Review of FY 2023/24 Financial Statements Ending September 30, 2023

Recommendation

There is no recommendation associated with this informational item.

Financial Statements Summary

This report provides a summary of financial activity for the first two months of the Fiscal Year. Actual revenue and expense are reflected as of September 30 against the Fiscal Year 2023/24 approved budget. Revenue and expense to date for operations is \$13.9 million. The summary table below shows the high-level comparison, with 25% of the fiscal year completed. The mix of revenues for operations will change through the fiscal year, with federal revenue being utilized heavily earlier in the year and bridge tolls providing a greater subsidy toward the end of the year.

Operating Budget vs. Actual	Year - To - Date		Annual	
	FY2022/23 Actual	FY2023/24 Actual	FY2023/24 Approved Budget	% of FY 2023/24 Budget
	Prior YTD	Current YTD		
Revenue:				
Fare Revenue	\$ 3,118,950	\$ 3,564,573	\$ 12,757,159	28%
Federal - COVID-19 Relief Funds	6,243,508	6,635,558	20,214,365	33%
Bridge Toll Revenues	3,523,830	2,653,588	25,759,450	10%
State Operating Assistance	N/A	-	3,238,254	0%
Contra Costa Measure J	927,292	940,427	3,761,720	25%
Other Revenue	6,000	67,256	2,696,074	2%
Total Operating Revenues	\$ 13,819,580	13,861,402	\$ 68,427,022	20%
Expense:				
Ferry Services (all)	\$ 13,146,535	\$ 13,228,149	\$ 64,481,828	21%
Planning & Administration	673,046	633,253	3,945,194	16%
Total Operatings Expenses	\$ 13,819,580	\$ 13,861,402	\$ 68,427,022	20%
Farebox Recovery % (Regular Service)	24%	27%		

Capital Budget expenses, as shown below, are \$7.5 million for the year. Progress continues on the Alameda Main Street Terminal project, completion of the new Delphinus vessel and major electrification-related contracts as shown in the expenditures. With the approval of the electric systems integration contract, the procurement activity around electric conversion-related design and construction contracts will be increasing with increased cashflow to follow.

Capital Budget vs. Actual	FY2023/24 Actual Current YTD	FY2023/24 Approved Budget	% of FY 2023/24 Budget
Revenue:			
Federal Funds	\$ 4,823,901	\$ 33,327,627	14%
State Funds	1,434,853	19,291,217	7%
Bridge Toll Revenues	898,625	20,017,064	4%
Other Revenues	364,250	2,439,004	15%
Total Capital Revenues	\$ 7,521,628	\$ 75,074,912	10%
Expense:			
Total Capital Expenses	\$ 7,521,628	\$ 75,074,912	10%

The financial reports attached show the more detailed operating, administrative, and capital activity for the month of August, year-to-date amounts against budget for the fiscal year, and historical comparisons of operating expense against the prior year.

Investment Report

In order to comply with Government Code § 53607, this report contains the monthly balances held in both the Local Agency Investment Fund (LAIF) and our commercial bank. The total balance in these two institutions is \$17,109,292. Also attached is the quarterly interest statement from our LAIF funds.

Fiscal Impact

There is no fiscal impact associated with this informational item.

END

San Francisco Bay Area Water Emergency Transportation Authority
FY 2022-23 Operating & Administration Revenue and Expense
Through the Month Ending 09/30/23

% of Year Elapsed

25%

	Sep-23 Actual	Year - To - Date		Total FY2023-24 Budget	Total Budget
		FY2022-23 Actual	FY2023-24 Actual		
OPERATING EXPENSE					
<u>FERRY OPERATIONS:</u>					
Harbor Bay Ferry Service (AHBF)					
Vessel Crew Labor	\$117,156	\$364,036	393,930	\$1,825,501	22%
Vessel Fuel	90,049	\$330,637	254,812	1,087,800	23%
Vessel Operations & Maintenance	36,900	\$98,730	87,547	830,241	11%
Facility Operations & Maintenance	60,208	\$144,345	170,246	798,286	21%
System Expense	57,827	\$175,776	181,515	1,008,100	18%
Total Harbor Bay Farebox Recovery - AHBF	\$362,139	\$1,113,523	\$1,088,049	\$5,549,929	20%
	21%	17%	22%	15%	
Alameda/Oakland Ferry Service (AOFS)					
Vessel Crew Labor	\$325,432	\$997,768	\$1,046,007	\$4,381,204	24%
Vessel Fuel	285,157	\$834,420	804,648	2,952,600	27%
Vessel Operations & Maintenance	57,606	\$231,124	150,955	1,169,544	13%
Facility Operations & Maintenance	150,951	\$416,431	436,657	2,056,349	21%
System Expense	159,087	\$517,895	514,518	2,545,914	20%
Total Alameda/Oakland Farebox Recovery - AOFS	\$978,233	\$2,997,638	\$2,952,785	\$13,105,611	23%
	30%	29%	36%	26%	
Vallejo Ferry Service (Vallejo)					
Vessel Crew Labor	\$364,484	\$1,150,085	\$1,173,061	\$4,928,854	24%
Vessel Fuel	690,379	\$1,940,307	1,789,338	\$7,148,400	25%
Vessel Operations & Maintenance	75,526	\$225,827	278,659	\$1,290,015	22%
Facility Operations & Maintenance	235,582	\$975,111	844,994	4,687,016	18%
System Expense	187,506	\$582,942	599,692	3,141,546	19%
Total Vallejo Farebox Recovery - Vallejo	\$1,553,476	\$4,874,272	\$4,685,744	\$21,195,831	22%
	30%	31%	34%	28%	
South San Francisco Ferry Service (SSF)					
Vessel Crew Labor	\$104,138	\$262,667	\$368,143	\$1,642,951	22%
Vessel Fuel	90,049	\$230,770	229,841	777,000	30%
Vessel Operations & Maintenance	31,641	\$84,482	86,179	929,482	9%
Facility Operations & Maintenance	59,942	\$153,153	170,358	761,156	22%
System Expense	33,264	\$99,904	116,609	860,610	14%
Total South San Francisco Farebox Recovery - SSF	\$319,034	\$830,977	\$971,129	\$4,971,200	20%
	8%	7%	9%	6%	
Richmond Ferry Service (Richmond)					
Vessel Crew Labor	\$234,311	\$813,318	\$762,320	\$3,285,903	23%
Vessel Fuel	210,115	\$590,538	554,577	2,175,600	25%
Vessel Operations & Maintenance	48,043	\$127,302	119,984	1,136,367	11%
Facility Operations & Maintenance	116,250	\$287,060	368,538	1,720,952	21%
System Expense	77,066	\$233,246	272,873	1,898,232	14%
Total Richmond Farebox Recovery - Richmond	\$685,786	\$2,051,463	\$2,078,292	\$10,217,053	20%
	9%	11%	13%	10%	

(continued on next page)

San Francisco Bay Area Water Emergency Transportation Authority
FY 2022-23 Operating & Administration Revenue and Expense
Through the Month Ending 09/30/23

% of Year Elapsed

25%

	Sep-23 Actual	Year - To - Date		Total FY2023-24 Budget	Total Budget
		FY2022-23 Actual	FY2023-24 Actual		
OPERATING EXPENSE (continued)					
Seaplane Lagoon Ferry Service (SPL)					
Vessel Crew Labor	\$156,207	\$417,432	\$491,650	\$2,190,602	22%
Vessel Fuel	135,074	\$388,352	364,715	1,398,600	26%
Vessel Operations & Maintenance	32,711	\$120,719	80,863	745,262	11%
Facility Operations & Maintenance	78,385	\$141,044	225,517	1,018,718	22%
System Expense	75,624	\$211,114	231,200	1,351,283	17%
Total Seaplane Lagoon Farebox Recovery - SPL	\$478,001	\$1,278,661	\$1,393,945	\$6,704,465	21%
	22%	20%	24%	18%	
Sub-Total Ferry Operations (Ongoing Service) Farebox Recovery	\$4,376,670	\$13,146,535	\$13,169,943	\$61,744,087	21%
	23%	24%	27%	21%	
Hydrogen Demonstration Project (Sea Change)	\$9,438.88	-	\$ 58,206	\$1,737,741	3%
Oakland Estuary Demonstration Project		N/A	-	\$1,000,000	0%
Subtotal Ferry Operations (All)	\$4,386,109	\$13,146,535	\$13,228,149	\$64,481,828	21%
PLANNING & ADMINISTRATION:					
Wages and Fringe Benefits	\$153,536	\$499,898	\$490,973	\$2,437,349	20%
Professional & Other Services	41,265	327,016	247,070	2,046,600	12%
Information Tech., Office, Supplies	3,753	20,214	5,191	148,800	3%
Utilities/Communications	513	3,484	3,532	31,700	11%
Insurance	1,929	7,024	7,318	25,508	29%
Dues, Memberships, Misc.	4,595	17,981	32,175	123,440	26%
Leases and Rentals	20,907	60,032	62,952	267,040	24%
Admin Overhead Expense Transfer	(79,024)	(262,603)	(215,958)	(1,135,242)	19%
Sub-Total Planning & Gen Admin	\$147,473	\$673,046	\$633,253	\$3,945,194	16%
Total Operating Expense	\$4,533,582	\$13,819,580	\$13,861,402	\$68,427,022	20%
OPERATING REVENUE					
Fare Revenue	\$1,025,521	\$3,118,950	\$3,564,573	\$12,757,159	28%
Federal Operating Assistance	2,135,429	6,243,508	6,635,558	20,214,365	33%
Regional - Bridge Toll	1,049,716	3,523,830	2,653,588	25,759,450	10%
State Operating Assistance		N/A	-	3,238,254	0%
Regional - Contra Costa Measure J	313,477	927,292	940,427	3,761,720	25%
Other Revenue	9,439	\$6,000	67,256	2,696,074	2%
Total Operating Revenue	\$4,533,582	\$13,819,580	\$13,861,402	\$68,427,022	20%

San Francisco Bay Area Water Emergency Transportation Authority
FY 2023/24 Capital Revenue and Expense
Through the Month Ending 09/30/23

Project Description	Sep-23 Total	Total Project Budget	Prior Year Expense	Total FY2023/24 Budget	Year-To-Date FY2023/24 Actual	Total Future Year	% Of Total Project Budget
CAPITAL EXPENSES:							
FACILITIES:							
Electrification							
Zero Emission Float Electrification	\$ 916,903	\$ 15,055,880	\$ 276,292	\$ 13,007,000	\$ 923,481	\$ 1,772,588	8%
Shoreside Electrical Initiative (Planning Phase)		2,541,685		2,417,000	-	124,685	0%
Terminal Improvement							
Terminal Rehabilitation - Alameda Main Street		9,760,000	1,779,132	5,077,002	892,341	2,903,866	27%
Passenger Float Rehabilitation - South San Francisco		908,500	601,192	190,250	-	117,058	66%
Terminal Dredging - Vallejo	26,921	2,842,000	-	2,842,000	108,705	-	4%
Terminal Reconfiguration - Vallejo	44,702	16,696,000	62,059	440,117	72,900	16,193,824	1%
Central Bay Terminal Expansion		1,849,000	937	550,000	-	1,298,063	0%
Passenger Float Rehabilitation - Pier 9		1,362,000	-	1,362,000	-	-	0%
Mission Bay Ferry Landing Project		6,000,000	-	6,000,000	-	-	0%
Berkeley Pier/Ferry Project		3,000,000	-	3,000,000	-	-	0%
Oakland Expansion Feasibility		900,000	-	900,000	-	-	0%
Temporary Floats (emergency)		445,000	-	445,000	-	-	0%
FERRY VESSELS:							
Vessel Construction							
New Commuter Class High-Speed Vessels - (Two)	446,107	30,115,000	26,449,977	2,557,000	1,354,116	1,108,023	92%
All Electric Expansion Small Vessels		13,250,450	106,893	2,000,000	13,636	11,143,557	1%
Replacement Vessels - MV Bay Breeze and Solano	260,807	37,902,400	11,652,246	7,359,400	2,755,998	18,890,754	38%
Replacement Vessel - MV Intintoli	59,179	26,446,700	377,522	7,370,000	84,534	18,699,178	2%
Replacement Vessel - MV Mare Island		26,500,000	-	4,120,000	7,719	22,380,000	0%
Vessel Acquisition - 28' Workboat		240,000	-	240,000	-	-	0%
Vessel Rehabilitation and Refurbishment							
Vessel Engines Conversion - Gemini Class Vessels **		N/A**	-	N/A**	44,286	-	0%
Vessel Mid-Life Refurbishment - MV Gemini		4,488,000	-	4,488,000	-	-	0%
Vessel Waterjet System Upgrade - Pyxis Class Vessels		700,000	-	350,000	-	350,000	0%
Vessel Mid-Life Refurbishment & Engine Overhaul - MV Pisces		4,679,000	-	4,354,000	8,381	325,000	0%
Vessel Quarter Life Refurbishment - MV Hydrus		2,252,000	-	238,700	-	2,013,300	0%
Engine Overhauls - FY22/FY23	202,199	2,235,000	907,191	1,129,943	202,199	197,867	50%
Engine Overhauls - FY24	443,359	2,010,000	-	1,900,000	888,732	110,000	44%
Major Waterjet Projects	157,357	1,404,500	-	1,404,500	164,599	-	12%
Spare Parts	-	1,333,000	-	1,333,000	-	-	0%
Total Capital Expenses	\$2,355,335	\$214,916,115	\$42,213,440	\$75,074,912	\$7,521,628	\$97,627,762	
CAPITAL REVENUES:							
Federal Funds	\$1,491,620	\$112,540,737	\$12,109,513	\$33,327,627	\$4,823,901	\$67,103,597	15%
State Funds	457,942	54,168,310	22,276,784	19,291,217	1,434,853	12,600,309	44%
Regional - Bridge Toll	222,393	42,878,054	6,626,505	20,017,064	898,625	16,234,485	18%
Local	183,380	5,329,014	1,200,638	2,439,004	364,250	1,689,372	29%
Total Capital Revenues	\$2,355,335	\$214,916,115	\$42,213,440	\$75,074,912	\$7,521,628	\$97,627,763	

** Retention Payment from Authorized FY23 Project Occuring after Close of FY23

San Francisco Bay Area Water Emergency Transportation Authority
September 30, 2023 Investment Report

	Sep-23
Bank of America (Checking)	\$1,082,914
Bank of America (Prop 1B)	906,040
Bank of America (Measure B/BB)	8,521,024
Local Agency Investment Fund (LAIF)	6,599,315
Total	\$17,109,292



MALIA M. COHEN
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name SAN FRANCISCO BAY AREA WATER

Account Number



As of 10/13/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2023

Earnings Ratio		.00009812538629360
Interest Rate		3.59%
Dollar Day Total	\$	600,163,701.29
Quarter End Principal Balance	\$	6,599,314.60
Quarterly Interest Earned	\$	58,891.30

TO: WETA Board Members

**FROM: Peter Friedmann, WETA Federal Legislative Representative
Ray Bucheger, WETA Federal Legislative Representative**

SUBJECT: WETA Federal Legislative Board Report – November, 2023

This report covers the following topics:

- Path Forward on FY24 Appropriations Process Highly Uncertain
- Continuing to Advocate for Funding through the FTA Ferry Grant Program

Path Forward on FY24 Appropriations Process Highly Uncertain

On September 30th, Congress passed a 45-day continuing resolution (CR) to keep the government operating beyond the end of the fiscal year. While we never expected that Congress would complete the FY24 appropriations by the time the current CR expires, we did believe that, in the interim, Congressional leaders would be able to make some progress on negotiations related to funding for Ukraine and the border.

Issues surrounding negotiations on additional funding for Ukraine and the border were already difficult. Since the CR was passed, additional funding needs have arisen out of the Israel-Hamas conflict, making these negotiations even more complicated. Also problematic was the fact that it took Republicans in the House of Representatives three weeks to elect a new Speaker to succeed former Speaker Kevin McCarthy, who was ousted from the Speakership shortly after the CR was taken up and passed by Congress, in part, because he negotiated a bipartisan deal to keep the government open past the end of the fiscal year.

The result of all of this is a tremendous amount of uncertainty about whether or how Congress will be able to find their way to passing another CR by the time government funding runs out on November 17th. The fact is that unless the political environment changes dramatically over the next three weeks, we will be staring down the prospect of a government shutdown just before Thanksgiving. Even with the Speaker question resolved, it could be difficult to avoid a government shutdown, especially given that none of the fundamental issues that led to shutdown risk in September have been resolved. That is not to mention that we don't know yet if the new Speaker will be willing to negotiate with Democrats (which is what it will take to enact another CR) or will stick to partisan politics to avoid the same fate as Kevin McCarthy.

Despite all of the political drama we have witnessed over the past several weeks, it is still possible that Congress could complete work on the FY24 appropriations process by the end of the calendar year. As we noted in our last report, Congressional leaders may be motivated to finish their work by December 31st to avoid a 1% across the board funding cut mandated by the debit limit bill that Congress passed earlier this year.

But as we also noted in our last report, this would require Congressional leaders (to be in place and) to overcome the fact that the House and Senate still don't agree on overall funding levels for the 12 appropriations bills that fund the federal government. Recall that the agreement that was struck to increase the federal government's borrowing limit set a top-line funding number for the federal government for FY24. While the Senate is adhering to that agreement, the House decided to implement further cuts. The fact that neither side seems to be inclined to move from their position, and given the high levels of disfunction in Congress, we continue to believe that a full-year CR is a possibility.

If Congress is unable to come to an agreement on the 12 appropriations bills for FY24 and instead funds federal government agencies through a full-year CR, all earmarks would be struck from the bill, including the \$3 million that was included in the FY24 House Transportation-HUD Appropriations for WETA to reconfigure the Vallejo Ferry Terminal

Continuing to Advocate for Funding through the FTA Ferry Grant Program

We are continuing to advocate for the funding that WETA is seeking through the 5307(h) Passenger Ferry Grant Program and we continue to ask members of the Bay Area Congressional delegation to reinforce their support directly to the FTA. While the issues we see in Congress don't affect FTA's ability to review grant applications, we still have no real sense of when FTA will announce awards.

Respectfully Submitted,
Peter Friedmann and Ray Bucheger

MEMORANDUM

TO: Board Members

FROM: Seamus Murphy, Executive Director
Kevin Connolly, Planning & Development Manager
Timothy Hanners, Operations & Maintenance Manager
Gabriel Chan, Transportation Planner
Joseph Ramey, Operations Analyst

SUBJECT: Monthly Operations, Ridership, and Recovery Report – October 2023

Background

Operations

Following the implementation of the new Swiftly system for ridership and service operations data in January 2023, staff are now able to develop accurate and real-time on-time performance and reliability reports. Staff will now aggregate and publish this data in the Monthly Operations, Ridership, and Recovery Report.

The following metrics are now included in this report:

- **On-Time Trips:** Trips arriving early, on-time, or less than five minutes after the scheduled arrival time.
- **Late Trips:** Trips arriving five minutes or more past the scheduled arrival time.
- **Cancelled Trips:** Cancelled trips not replaced by a substitute (backup) vessel.
- **On-Time Performance (OTP):** The percentage of total trips that arrived early, on-time, or less than five minutes after the scheduled arrival time.
- **Service Reliability:** The percentage of scheduled trips that were operated, after adjusting for trips cancelled.

In addition, staff will compare on-time performance and service reliability metrics of other ferry operators to those of WETA moving forward. On-time performance and reliability data will be sought from the following public ferry operators:

- Golden Gate Ferry
- Washington State Ferries
- Kitsap Transit
- Staten Island Ferry
- NYC Ferry
- Massachusetts Bay Transportation Authority (MBTA) Ferry

This new component of the monthly report will also inform potential initiatives that staff can pursue to improve on-time performance and reliability along with input from the Board and others.

Ridership Recovery

The WETA Pandemic Recovery Plan (Plan) began on July 1, 2021 with the enhancement of the Vallejo, Oakland & Alameda, and Richmond routes, the restart of the suspended Harbor Bay route, and the launch of the new Alameda Seaplane route. The following weekend also marked the relaunch

of weekend service on the Vallejo, Oakland & Alameda, and Richmond routes. WETA relaunched the South San Francisco service in November 2021.

The Plan enhanced service during midday and weekend periods to reflect changing demands from regular commuters and recreational riders. Lower fares, more in line with parallel transit options such as BART or Transbay buses, is an additional feature of the Plan. This report provides a monthly update on ridership trends, comparisons to historical data and other regional transit operators, as well as upcoming service adjustments.

Discussion

Operations

Highlights:

- Overall, WETA's on-time performance and service reliability remains consistently high from month-to-month.
- Year-to-date **on-time performance** for January to September 2023 averaged 97.0% systemwide. On-time performance for September averaged 96.8%, a slight increase compared to August on-time performance of 95.1%.
- On-time performance is generally consistent for weekends and weekdays, and across routes, with minor variations from month-to-month.
- Year-to-date **service reliability** for January through September 2023 averaged 99.3% systemwide, with less than 1% of total scheduled trips cancelled. Service reliability for September averaged 99.8%, a slight increase compared to August service reliability of 99.6%.
- There was a total of 253 trip segments cancelled over the period January to September 2023 compared to 37,855 trip segments provided over this period.
- WETA has similar, if not higher, levels of on-time performance and reliability compared to other public ferry operators analyzed. WETA's year-to-date on-time performance through July 2023 averaged 97% compared to 93% for other selected public ferry operators considered in this report (August 2023 data will be included in the November 2023 Board report). WETA's average year-to-date reliability performance was similar to the average for the other public ferry operators analyzed, both averaging roughly 99%.
- Due to high levels of demand during Fleet Week weekend (10/7 and 10/8), on-time performance was impacted, generating higher-than-normal service delays, with 91% of trips arriving within ten minutes of the scheduled arrival time. WETA is reviewing performance data to identify lessons learned and to improve on-time performance for future special event weekends.

Ridership Recovery

Overall, ridership continues to trend up year-over-year. Summer 2023 saw even higher ridership compared to 2022 with large weekend crowds for major events driving the ridership surge. Weekday ridership continues to tick up with Tuesdays, Wednesdays, and Thursdays seeing the highest ridership.

Highlights:

- Fleet week saw record-breaking ridership on the ferry system with some significant leave-behinds. Staff are reviewing the data and will prepare recommendations for potential service changes next year.
- Systemwide, ridership was down ~16% across all routes in September consistent with seasonal trends from previous years

- Ridership FY24 year to date remains ahead of projections thanks to strong July and August numbers
- South SF ridership continues to trend low with no significant change since January 2023.

Recommendations

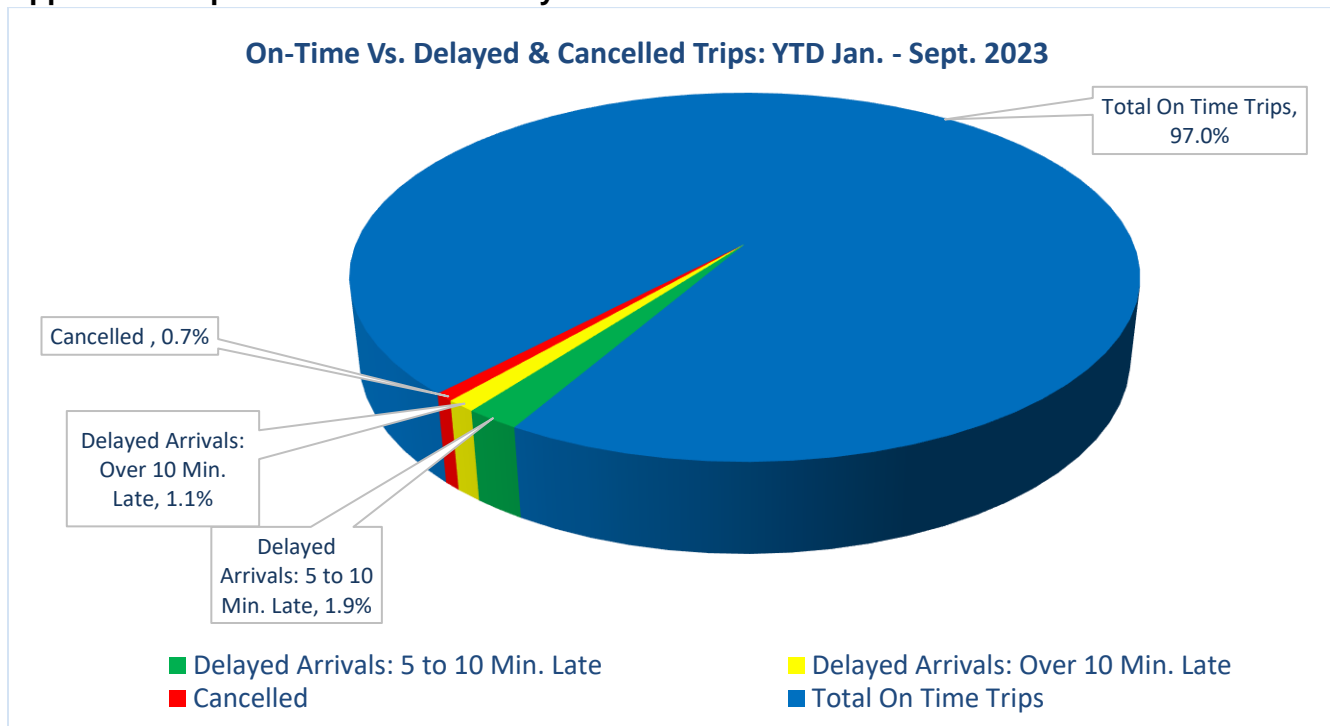
Operations

None at this time.

Ridership Recovery

None at this time.

Appendix A. Operations Data Summary



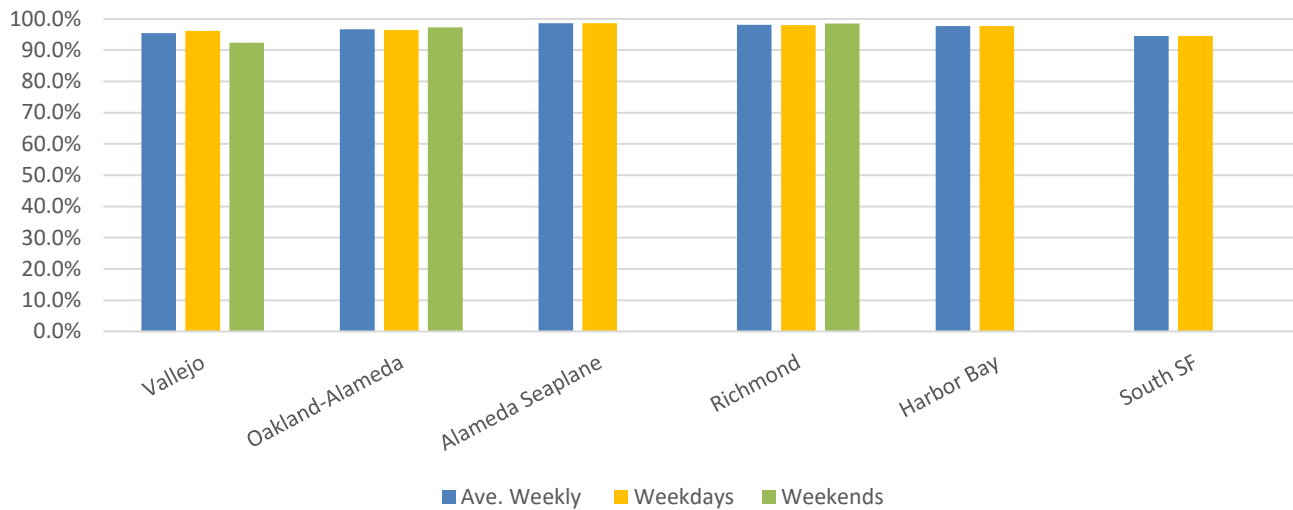
Percentage of Trips On-Time: Year-to-Date (Jan-Sept. 2023)

Route	Ave. Weekly	Weekdays	Weekends
Vallejo	95.5%	96.2%	92.4%
Oakland-Alameda	96.7%	96.4%	97.3%
Alameda Seaplane	98.6%	98.6%	Not Provided
Richmond	98.1%	98.0%	98.5%
Harbor Bay	97.8%	97.8%	Not Provided
South SF	94.5%	94.5%	Not Provided
Total System	97.0%	97.1%	96.3%

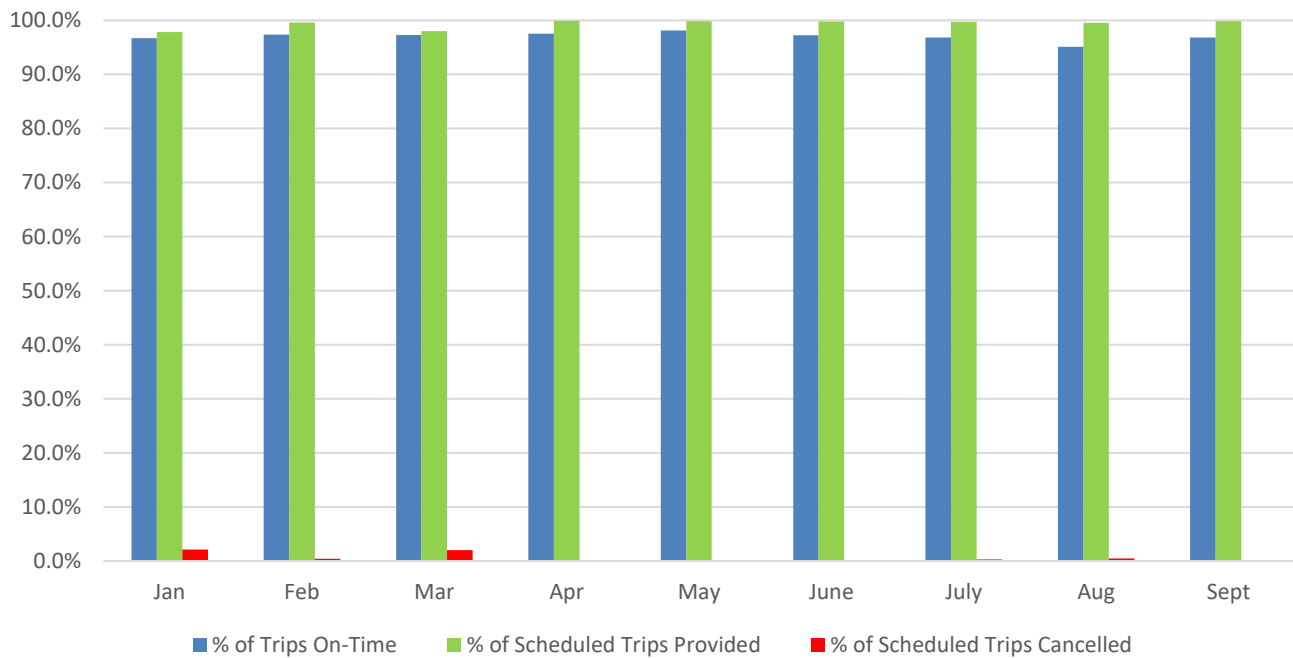
On-Time Performance & Reliability by Month (Jan-Sept. 2023)

	% of Trips On-Time	% of Scheduled Trips Provided	% of Scheduled Trips Cancelled
January	96.7%	97.9%	2.1%
February	97.3%	99.6%	0.4%
March	97.3%	98.0%	2.0%
April	97.5%	99.9%	0.1%
May	98.1%	99.9%	0.1%
June	97.2%	99.8%	0.2%
July	96.8%	99.7%	0.3%
August	95.1%	99.6%	0.4%
September	96.8%	99.8%	0.2%
Average (YTD)	97.0%	99.3%	0.7%

Percentage of Total Trips On Time by Route, Weekdays vs. Weekends



Percentage of Total Trips On-Time, Provided and Cancelled by Month

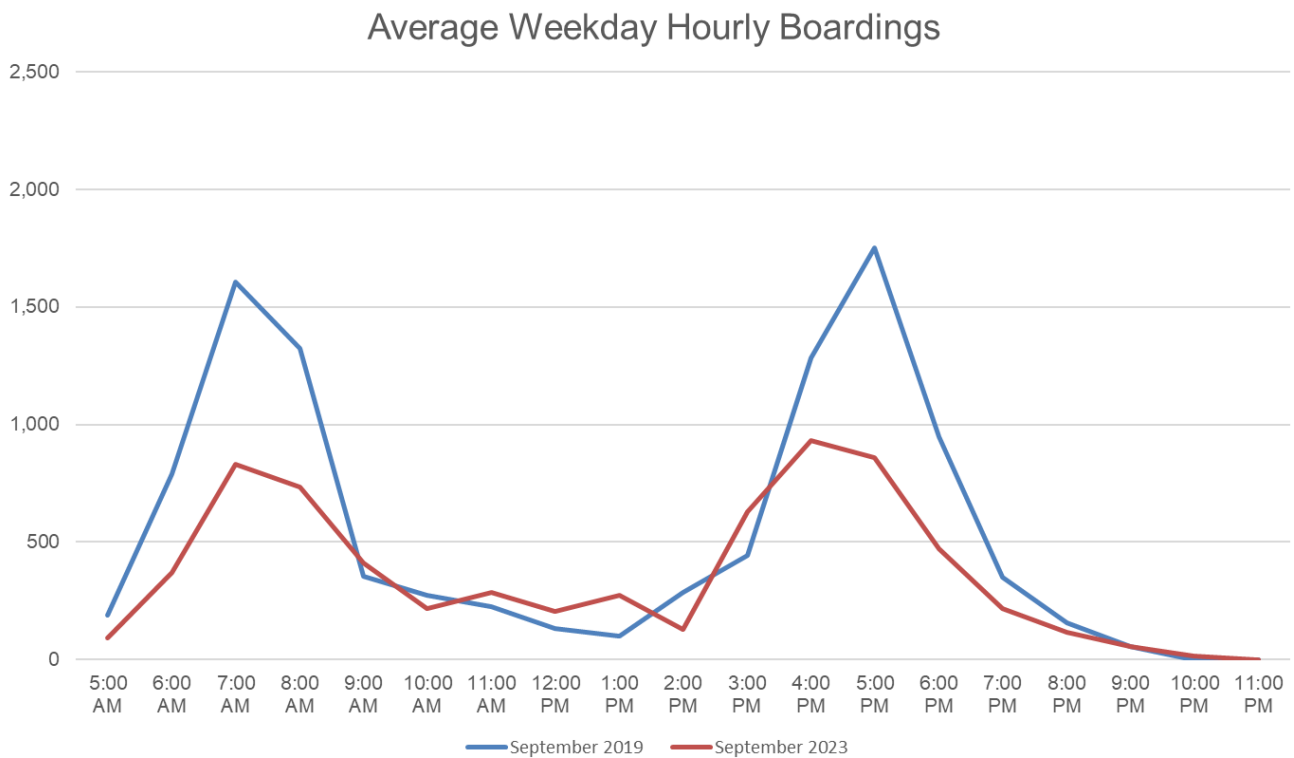
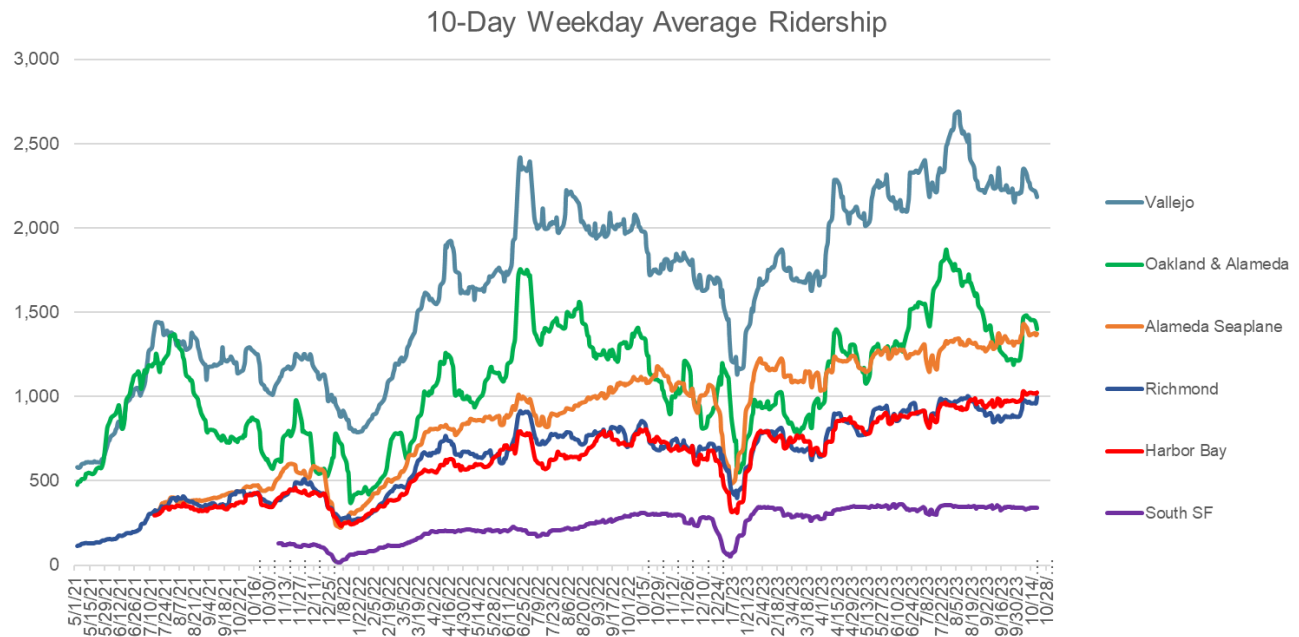


WETA On-Time Performance & Reliability Compared to Other Ferry Operators, YTD Jan. – July, 2023*

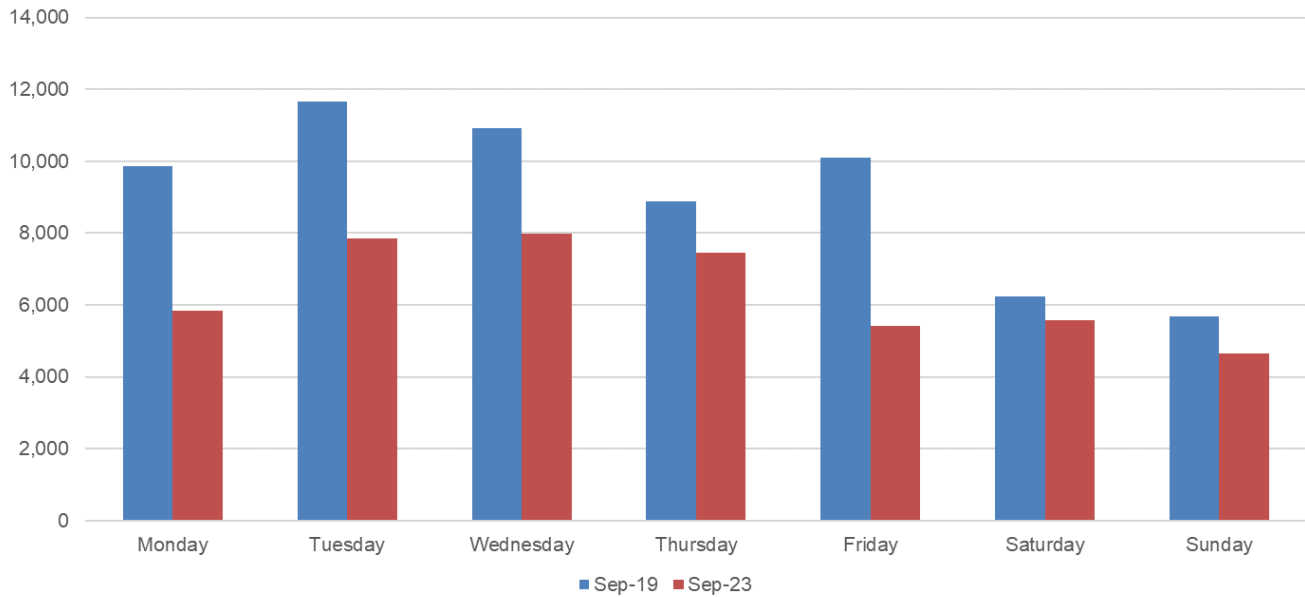
	% of Trips on Time	% of Scheduled Trips Provided
Golden Gate	96.6%	98.9%
Washington State Ferries	83.7%	97.9%
Kitsap Transit	98.2%	98.5%
Mass. Bay Transportation Authority	99.2%	99.4%
NYC Ferry	83.3%	97.4%
Staten Island Ferry	94.3%	99.4%
Average of Comps	92.6%	98.6%
WETA	97.3%	99.2%
BART	68.8%	n/a
MUNI	83.3%	n/a
AC Transit	74.0%	n/a

* **Note:** The definition of on-time performance varies among the other ferry and transit operators considered in this analysis. Some operators consider on-time performance based on late departures instead of late arrivals. Most operators define on-time trips as trips departing or arriving within 5 minutes of the scheduled departure or arrival time.

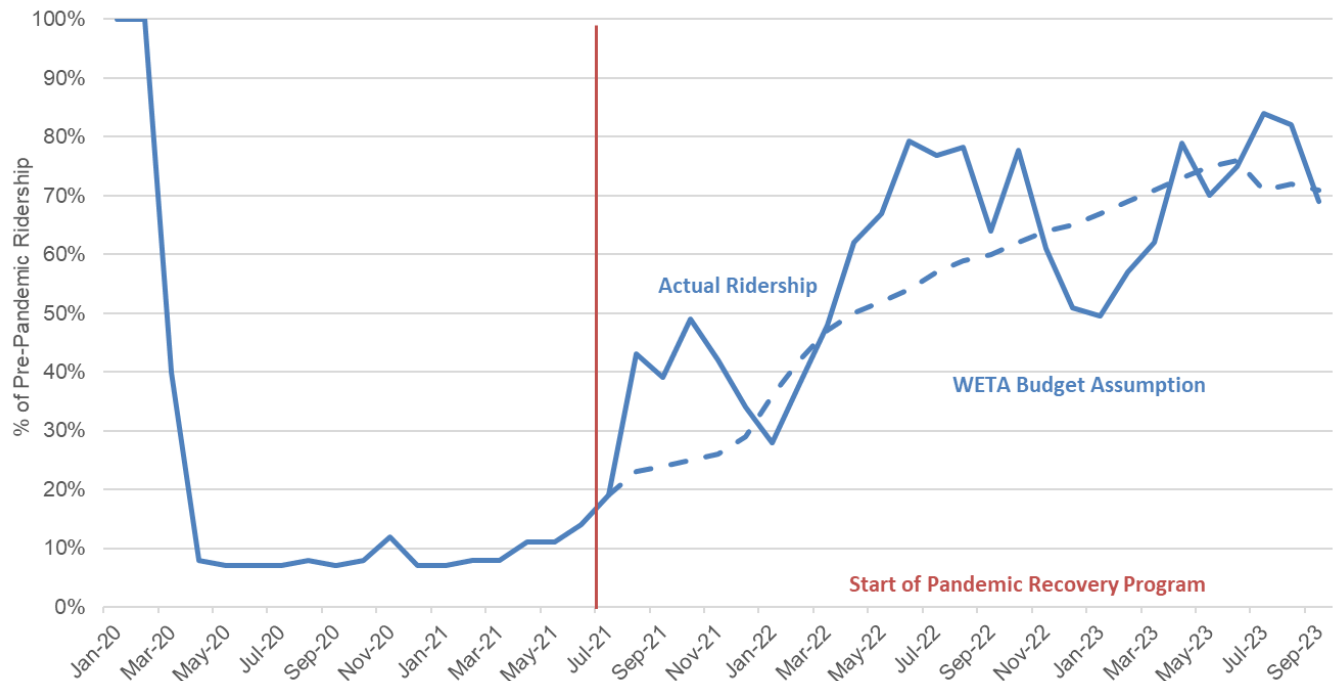
Appendix B. Ridership Recovery Data Summary



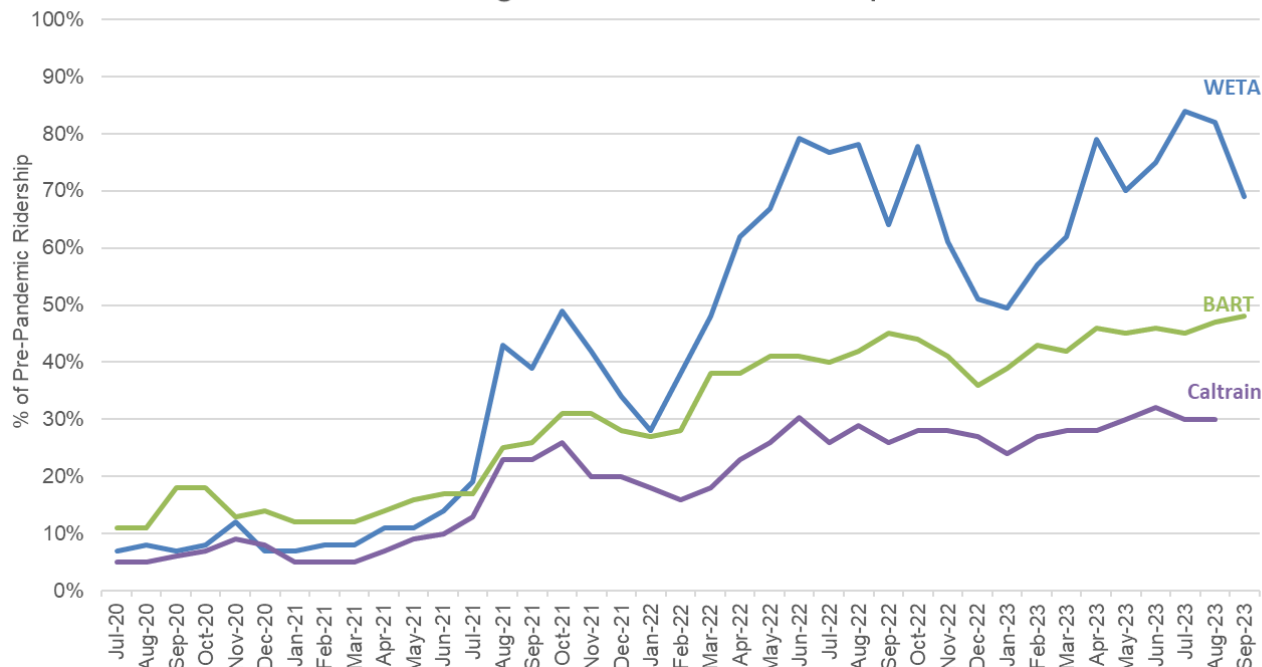
Average Boardings by Day of Week
Systemwide



Actual vs. Budgeted Ridership



Regional Transit Ridership



Note: Caltrain ridership for September will be available following their November meeting.

September 2023			Oakland & Alameda*	Vallejo*	Richmond	Harbor Bay	Alameda Seaplane	South San Francisco**	Systemwide
Boardings	vs. last month	Total Passengers September 2023	59,655	64,370	21,861	19,119	26,437	6,662	198,104
		Total Passengers August 2023	73,420	75,126	26,260	22,409	30,562	8,179	235,956
		Percent change	-18.75%	-14.32%	-16.75%	-14.68%	-13.50%	-18.55%	-16.04%
	vs. same month last year	Total Passengers September 2023	59,655	64,370	21,861	19,119	26,437	6,662	198,104
		Total Passengers September 2022	56,017	60,958	21,530	15,518	22,076	5,825	181,924
		Percent change	6.49%	5.60%	1.54%	23.21%	19.75%	14.37%	8.89%
	vs. prior FY to date	Total Passengers Current FY To Date	222,248	217,967	72,850	58,873	80,997	21,182	674,117
		Total Passengers Last FY To Date	175,816	187,613	61,825	43,747	61,847	15,118	545,966
		Percent change	26.41%	16.18%	17.83%	34.58%	30.96%	40.11%	23.47%
Ops Stats	Avg Weekday Ridership September 2023		2,841	3,065	1,041	910	1,259	317	9,434
	Passengers Per Hour September 2023		139	90	64	104	137	53	100
	Revenue Hours September 2023		429	717	340	183	193	126	1,988
	Revenue Miles September 2023		6,616	20,238	6,291	3,784	3,190	2,200	42,319
	Farebox Recovery Year-To-Date								
	Peak hour utilization, AM – September 2023		24%	46%	32%	36%	37%	25%	33%
	Peak hour utilization, PM – September 2023		42%	53%	28%	39%	44%	23%	38%
Fuel	Fuel Used (gallons) – September 2023								0
	Avg Cost per gallon – September 2023								

* Includes special event ridership to/from Oracle Park and/or Chase Center

** Service suspended on the South San Francisco route until November 2021

END

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY
MINUTES OF THE BOARD OF DIRECTORS MEETING

[October 12, 2023]

The Board of Directors of the San Francisco Bay Area Water Emergency Transportation Authority met in regular session at the Port of San Francisco at Pier 1, San Francisco, CA and via videoconference.

1. CALL TO ORDER

Chair James Wunderman called the meeting to order at 1:07 p.m.

2. ROLL CALL/PLEDGE OF ALLEGIANCE

Chair Wunderman, Director Jessica Alba, and Director Pippin Dew were in attendance.

Chair Wunderman led the Pledge of Allegiance. He welcomed directors, staff, and meeting guests and noted that the meeting was being conducted in person and by videoconference and was being recorded. He advised guests about offering public comment and how guests could sign up to speak throughout the meeting.

3. REPORT OF BOARD CHAIR

Chair Wunderman reported that WETA and the Bay Area Council jointly held an event on board the MV *Dorado* promoting the future of a San Francisco north south waterfront route. He said that the event was attended by 80 to 100 leaders, including city and transportation officials, and that Director Alba participated. He thanked Government and Regulatory Affairs Manager Lauren Gularte and Bay Area Council Vice President of Public Policy Emily Loper for organizing the event.

Chair Wunderman said that he looked forward to hearing about the success of Fleet Week.

4. REPORTS OF DIRECTORS

Director Alba stated that she was excited to have the opportunity to speak about the short and long-term vision of electrification and decarbonization at the event.

Director Dew reported that she, along with Ms. Gularte and WETA attorney Katherine Tsou of Hanson Bridgett LLP had attended the Alameda Economic Forecast event hosted by the Alameda Chamber & Economic Alliance. She shared that Congressman John Garamendi honored 53 women from the 8th Congressional District of California who are leaders and visionaries in their communities at his 10th annual Women of the Year event.

5. REPORTS OF STAFF

Executive Director Seamus Murphy congratulated and recognized Director Dew as a 2023 Women of the Year Honoree. He added that Ms. Gularte was named as one of the top women in maritime by *Marine Log* magazine. He thanked Ms. Gularte for her work in securing grants and creating more funding opportunities.

Mr. Murphy welcomed new employee, Accountant Diana Altangerel, who most recently was doing accounting work for capital projects at Habitat for Humanity.

Mr. Murphy reported that the *Sea Change* has been operating on its own power and that most of the repairs have been completed, but the vessel requires a refuel of hydrogen having exhausted the first fueling. He added that the vessel had received some certifications but needed crew training and

refueling three more times to receive the official certificate of inspection. He thanked Blue & Gold Fleet for their management of this project.

Mr. Murphy provided an update on the Regional Network Management Council activities and said that the Council consists of large and small operators, and he would be serving on the Council as WETA's representative. He said that he hoped that there would be progress made that would support the 2026 transportation regional funding measure being planned.

Chair Wunderman reported that a recent study by the Bay Area News Group and Joint Venture Silicon Valley was troubling and that according to that poll, Regional Measure 3 would not come close to passing in today's world. Chair Alba commented that the questions were focused on commuter rail and commuter transit and said that questions directed towards a more seamless all day, all weekend coordinated service might result in another outcome.

Mr. Murphy added that an Assembly Constitutional Amendment (ACA) was approved by the State Legislature for a ballot measure to lower the voter threshold required for local taxes that would make the 2026 transportation regional funding measure more achievable.

Mr. Murphy provided five written reports and offered to answer questions.

Mr. Murphy introduced Transportation Planner Gabriel Chan to provide the monthly operations and ridership report. Mr. Chan reported on-time performance at 97 percent, up 2 percent from August and that ridership was still on track with year-to-date budget and ridership projections. He stated that it was a record-breaking week with Fleet Week with similar reports by Bay Area Rapid Transit (BART), but that WETA did run into challenges with boarding times and leave behinds.

Director Alba commented that Vallejo's longer route be considered for lower reported on-time performance. Mr. Chan stated that a buffer was built into the schedule for Vallejo.

In response to a comment by Chair Wunderman, Planning and Development Manager Kevin Connolly said that WETA does not typically count the number of leave behinds but that the crews on shore estimated the number on the Richmond scenic journey at approximately 300 on Saturday and 100 on Sunday.

Mr. Connolly added that there was only one boat for the special excursion and that staff would look into the data and performance for future improvements. Mr. Murphy explained that the Richmond scenic route was something new that Public Information and Marketing Manager Thomas Hall marketed effectively. Mr. Murphy added that Customer Experience Specialist Rafael Regan walked the line to inform the passengers of the potential leave behind. Chair Wunderman suggested a future agenda item on this topic to discuss and generate some options.

Mr. Hall provided a brief update on the summer marketing campaign which included a video and audio campaign, the social media influencer campaign, and the billboard campaign. He stated that the social media influencer campaign using TikTok and Instagram targeting the Latino community and younger audiences had good engagement. WETA gave away 525 round-trip tickets to folks who were engaged with the content. He concluded his report and said that a full presentation on the creative concepts and visuals will be presented by consultant MacKenzie Communications next month.

Mr. Murphy thanked the Bay Area Council and Ms. Loper for coordinating the waterfront tour. Mr. Murphy said that he tracked the travel time from the Bayview to Fisherman's Wharf at about 15 minutes. Chair Wunderman said he was excited to see several San Francisco neighborhoods from a different angle that he was involved in planning at one time.

Chair Wunderman noticed that year-to-date bridge tolls revenues totaled 6 percent. Chief Financial Officer Erin McGrath confirmed that bridge tolls revenues were drawn down based upon expenses.

Chair Wunderman commented that a little over one percent of the \$384 million dollars allocated nationally by the Federal Transit Administration (FTA) would be coming to California and that did not seem fair. He asked if there was anything that could be done collectively to bring in more money.

Mr. Murphy said that the federal coalition that is part of the California Transit Association has been communicating with FTA staff about grants currently pending. He noted that the coalition had discussed how poorly California had performed on all of the low and zero-emission discretionary grant programs and that it was not just the ferry-related grant programs.

Operations and Maintenance Manager Timothy Hanners said that the new commuter class high-speed vessels were the MV *Dorado* and *Delphinus*.

Chair Wunderman called for public comments, and there were none.

6. CONSENT CALENDAR

Chair Wunderman suggested removing Item 6b – Authorize Pile Removal Agreement with the City of Alameda for the Alameda Main Street Ferry Terminal Refurbishment Project for discussion. He asked if anyone wanted to remove any additional items, and none were identified.

Director Alba made a motion to approve the consent calendar:

- a. Approve Board Meeting Minutes – September 12, 2023
- b. Item 6b Removed from Consent Calendar
- c. Authorize Release of a Request for Proposals for the MV *Dorado* Jet Work and Drydock

Chair Wunderman called for public comments, and there were none.

Director Dew seconded the motion, and the consent calendar carried unanimously.

Yeas: Alba, Dew, Wunderman. Nays: None. Absent: DelBono, Moyer.

7. AUTHORIZE PILE REMOVAL AGREEMENT WITH THE CITY OF ALAMEDA FOR THE ALAMEDA MAIN STREET FERRY TERMINAL REFURBISHMENT PROJECT

Chair Wunderman pointed out the complications related to the pile removal and asked Mr. Connolly to comment on it. Mr. Connolly credited Chad Mason for managing the project and said that unforeseen regulatory requirements are assumed going into any project.

Director Dew made a motion to adopt Resolution No. 2023-38 approving this item.

Chair Wunderman called for public comments, and there were none.

Director Alba seconded the motion, and the item passed unanimously.

Yeas: Alba, Dew, Wunderman. Nays: None. Absent: DelBono, Moyer.

8. AUTHORIZE AGREEMENT WITH UBER FOR ALAMEDA MAIN STREET TERMINAL RIDESHARE PROGRAM

Principal Planner Michael Gougherty presented this item recommending the following:

1. Authorize the Executive Director to execute an agreement with Uber Technologies, Inc. (Uber) for an amount not to exceed \$60,000 for the Alameda Main Street Terminal Rideshare Program that will coincide with closure of the terminal for rehabilitation, and

2. Authorize the Executive Director to take any related actions to implement rideshare trip vouchers for the Alameda Main Street Terminal Rideshare Program.

Mr. Gougherty noted that this was WETA's first direct partnership with a rideshare agency. He said that this partnership would entail covering the entire cost of rides originating on the main island of Alameda and ending within a small radius of the Oakland Ferry Terminal during certain hours while the Alameda Main Street Terminal is closed for construction.

Mr. Gougherty explained that Uber's shared/carpool type rides was preferred by the City of Alameda to minimize congestion on surface streets. Chair Wunderman asked if Alameda had any metrics about traffic congestion impacts and said that the carpooling requirement can be time consuming and dissuade its use.

Mr. Murphy expressed predicting rideshare matches was impossible and that many people may go unmatched.

Director Alba suggested offering some data points and pickup points.

Director Alba made a motion to adopt Resolution 2023-39 approving this item.

Chair Wunderman called for public comments, and there were none.

Director Dew seconded the motion, and the item passed unanimously.

Yeas: Alba, Dew, Wunderman. Nays: None. Absent: DelBono, Moyer.

9. ADOPT FARES FOR TEMPORARY SERVICE BETWEEN MISSION BAY AND SOUTH SAN FRANCISCO

Mr. Murphy presented this item recommending adopting a Zone One adult fare of \$4.60 (\$2.30 Discounted) for temporary service between Mission Bay and South San Francisco to operate during the closure of the Alameda Main Street Terminal.

Director Alba made a motion to adopt Resolution 2023-40 approving this item.

Chair Wunderman called for public comments, and there were none.

Director Dew seconded the motion, and the item passed unanimously.

Yeas: Alba, Dew, Wunderman. Nays: None. Absent: DelBono, Moyer.

10. AUTHORIZE THE FILING OF AN APPLICATION WITH THE METROPOLITAN TRANSPORTATION COMMISSION FOR \$700,000 IN REGIONAL MEASURE 3 CAPITAL FUNDS

Grants Manager Jennifer Raupach presented this item requesting authorization to file an application with the Metropolitan Transportation Commission (MTC) for \$700,000 in Regional Measure (RM) 3 capital funds to support the Mission Bay Ferry Landing project.

Ms. Raupach said the Capital Program of the RM3 Expenditure Plan includes the Ferry Enhancement Program, totaling \$300 million. WETA is the designated recipient of funds under this program and the landing project is an eligible project. She added that this phase of the project would include initial engineering and electrifying the terminal.

Mr. Connolly clarified that value engineering was not just a cost-cutting exercise but involves potentially changing the design and permitting requirements.

Mr. Murphy added that WETA budgeted \$6 million optimistically for the project, noting that that WETA would need to show that the project was fully funded to secure additional RM3 funds.

Chair Wunderman recalled discussing WETA committing \$25 million for the project in anticipation of RM3 surviving legal challenge, and the City of San Francisco also committed \$25 million which was later rescinded. He expressed his concern that, with RM 3 funds now available to WETA, WETA would be seen as the "Bank of WETA" fully funding projects when projects should be partnerships with other entities.

Director Dew made a motion to adopt Resolution 2023-41 approving this item.

Chair Wunderman called for public comments, and there were none.

Director Alba seconded the motion, and the item passed unanimously.

Yeas: Alba, Dew, Wunderman. Nays: None. Absent: DelBono, Moyer.

11. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

No further public comments were shared.

With all business concluded, Chair Wunderman adjourned the meeting at 2:20 p.m.

- Board Secretary

END

MEMORANDUM

TO: Board Members

FROM: Seamus Murphy, Executive Director
Kevin Connolly, Planning & Development Manager

SUBJECT: Oakland Estuary Water Shuttle Pilot Service Project Agreement

Recommendation

Authorize the Executive Director to enter into a project agreement with the City of Alameda by which WETA will serve as operator for a two-year pilot water shuttle service linking the cities of Alameda and Oakland. The draft project agreement is attached.

Background

The City of Alameda has taken the lead in assembling a partnership of public agencies, employers, and non-profit organizations to develop a concept for water shuttle service in the Oakland Estuary (the Project). WETA is an active member of the partnership along with the City of Alameda, the Alameda Transportation Management Association, Jack London Square Business Improvement District, CIM Group (Jack London Square operator) and Blue Rise Ventures. The Project concept envisions free water shuttle service linking locations along Alameda's northern waterfront to Jack London Square. This differs from regular WETA Estuary service in that it operates throughout the day, is expected to be free, and is oriented around new developments in Alameda that have smaller, recreational docks.

WETA's role in the Project is to serve as the designated operator, allowing the service to utilize WETA's existing authority to operate public ferry service in San Francisco Bay. Further, WETA staff will serve as "technical experts", advising the City of Alameda in matters ranging from scheduling, budgeting, vessel maintenance, and daily operations.

Staff has identified this service along with other anticipated pilot concepts as an opportunity to utilize private ferry operators as a means of offering a lower-cost and potentially more flexible service. Toward that end, WETA released a Request for Proposals for on-call private ferry service operators in the spring of 2023. Two operators responded to this procurement and they each have been pre-qualified to operate future pilot services. Staff has determined that Blue & Gold Fleet is best suited to operate the service for the Project.

The City of Alameda and the Estuary Water Shuttle partnership was awarded a grant by the Alameda County Transportation Commission for \$1 million in spring 2023. The grant requires local matching funds and each partner is providing either cash or in-kind services towards the local match requirement. In total, the service is estimated to cost \$3.6 million which is funded through \$1 million in grant funds and \$2.6 million in local matching dollars. WETA is providing in-kind staff time toward the development and operation of the service. Expenses incurred by WETA through Blue & Gold Fleet and vessel maintenance will be reimbursed by grant funds through the primary grant recipient, the City of Alameda.

Discussion

The Estuary Water Shuttle Project is intended to be a two-year pilot service, with the goal of proving a concept for permanent operation after the pilot has concluded. In the spirit of

gaining insight into the most effective service, the Project team is planning on varying schedules, stop locations, and days of service to test the market.

Throughout planning discussions for the Project, it was determined by the project team that serving smaller, recreational docks would be critical to the success of the service. Docks located at the foot of Fifth Street in Alameda, the Alameda Marina at Mariner Square Business Park, Brooklyn Basin in Oakland, and the Broadway Dock in Jack London Square are all potential locations for the pilot service. Available vessels from Blue & Gold Fleet and PropSF were not suitable for Project use for a variety of reasons. Ultimately, WETA staff selected Blue & Gold Fleet to operate the service because it has a history of manning a variety of vessels, has deep experience in maintenance and has a deeper bench of potential crew members to dedicate to the service.

The lack of an optimal vessel given available choices led the project team to consider the purchase of a vessel that would be tailored to the service in question. The team searched the nationwide market for a used vessel that would have the key characteristics of prior Coast Guard approval, adequate bike capacity, plentiful outdoor seating, and minimal crew and fuel requirements to ensure affordability. With the assistance of WETA and Blue & Gold staff, the team eventually identified a vessel in Buffalo, New York that was purchased by Big Yellow Boat, L.L.C, which is wholly owned by the Alameda Transportation Management Association with the understanding that WETA and Blue & Gold staff will manage any modifications required and guide the vessel through local permitting required by Bay Area regulatory agencies.

WETA's role in the Project will be governed by a Memorandum of Understanding with the City of Alameda. WETA will operate the service (through Blue & Gold Fleet) and will provide technical and planning assistance. Overnight berthing will be provided free of charge by the Port of Oakland through the Jack London Square Business Improvement District. WETA will use the vessel purchased by the Alameda Transportation Management Association and provided to WETA specifically for the Project. Service will vary throughout the two-year pilot period with a higher level of service and more operating days in the spring, summer, and early fall. The Project will have its own unique brand but WETA and other sponsors will be featured in all marketing material. Because there is only one vessel, the service may be canceled or suspended if the vessel is inoperable due to maintenance issues or other unforeseen circumstances.

The pilot service is expected to begin in May 2024 and last for 24 months. Staff will return to the board by the end of the year with a service operations contract for Blue & Gold Fleet, as the board requested for all pilot services. Periodic status reports will be made to the WETA board and other partnership members throughout the pilot period.

Fiscal Impact

WETA's estimated in-kind contributions of staff time for the pilot period are \$190,000. All expenses incurred by Blue & Gold Fleet will be reimbursed through the grant.

END

Estuary Water Shuttle Pilot Project Agreement

This Estuary Water Shuttle Pilot Project Agreement (“**Agreement**”), dated as of _____, 2023 (“**Effective Date**”), is entered into by and between the City of Alameda (“**City**”) and the San Francisco Bay Area Water Emergency Transportation Authority (“**WETA**”) (collectively, the “**Parties**” and individually a “**Party**”) to define the rights and responsibilities of the Parties in connection with the operation of pilot public water shuttle service in the Oakland Estuary between the cities of Alameda and Oakland.

RECITALS

1. The City is a municipal corporation located in Alameda County, California and duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
2. WETA is a regional public transit agency tasked with operating and expanding ferry service on the San Francisco Bay and with coordinating the water transit response to regional emergencies. Pursuant to California Government Code Section 66540.7(a), WETA has "the responsibility within the area of its jurisdiction to study, plan, and implement any improvements, expansion, or enhancements of existing or future public transportation ferries and related facilities and services.”
3. The Parties, along with the Alameda Transportation Management Association (“**TMA**”), Big Yellow Boat, LLC (“**BYB**”), and a number of other private and public organizations and agencies, are planning to implement a two-year pilot program involving small vessel public water shuttle service in the Oakland Estuary between Alameda and Oakland (“**Project**”).
4. The Project includes planning efforts for the public water shuttle operations in the Oakland Estuary between Alameda and Oakland (“**Service**”), leasing an appropriate vessel (“**Vessel**”) to be used exclusively for the Service, marketing the Service, maintaining said Vessel, and operating the Service. The Service is a pilot – intended to test and prove a concept of operations that will provide connections between Alameda and Oakland. The City is the recipient of a grant from the Alameda County Transportation Commission (“**Alameda CTC**”), which will partially fund the Project, along with funding from private partners and in-kind staffing contributions, for up to two years of operations.
5. WETA and the City now desire to enter into this Agreement to establish the rights and responsibilities of the Parties in connection with the Project.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and WETA agree as follows:

1. **Recitals.** The recitals described above are incorporated into and made a part of this Agreement.
2. **Term of Agreement and Termination.** The term of this Agreement will commence on August 14, 2023 and will remain in effect through December 31, 2026. Either Party may terminate the Agreement for any reason upon 30 days written notice to the other Party.
3. **City's Rights and Responsibilities.** City's rights and responsibilities in connection with the Project are as follows:
 - a. The City will work with WETA, the TMA and BYB to mutually agree on the Vessel that is suitable for the Service, and that can be staffed by WETA's contract operator. The Vessel will be purchased and owned by BYB.
 - b. The City will enter into a separate agreement with BYB to lease the Vessel, which lease will allow the City to provide the Vessel to WETA for the duration of the Project for the exclusive use of the Service. The lease terms with BYB will be coextensive with the term of this Agreement.
 - c. The City will reimburse WETA for its Project-related expenses ("**Project Expenses**") for the Service, which are those expenses necessary for planning and operating the Service (for instance, fuel costs, payments to WETA's contract operator, payments for maintenance of the Vessel for the duration of the Service, incremental insurance costs for the Vessel and Service, and expenses associated with procuring and modifying the Vessel such as travel outside of the Bay Area by WETA and contract operator staff, and contract operator staffing time). Project Expenses do not include WETA staff time, which is being provided in-kind, and estimated to be valued at \$190,000 for purposes of the Alameda CTC grant. The Parties agree to the following method of payment:
 - i. Within seven business days of the Effective Date, the City will provide WETA with a deposit in the amount of \$18,000, being an approximation of WETA's Project Expenses incurred or required to be allocated prior to the commencement of Service.
 - ii. Thirty days prior to the mutually-agreed-upon target start date of Service, the City will provide a second deposit in the amount of \$97,000 for anticipated expenses for the first month of operations.
 - iii. The City will endeavor to reimburse WETA within 30 days of receipt of an acceptable request for reimbursement, per Section 4.b.
 - iv. Upon termination, expenses incurred by WETA in providing the Service will be reimbursed according to the limits of this Agreement. The City will reimburse all WETA Project Expenses that WETA incurs prior to termination,

as well as all costs of its operator necessary to wind down any Service in effect at the time of termination and any other Project Expenses associated with termination that WETA cannot reasonably stop prior to termination.

d. City Dock:

- i. The City will allow WETA to use the 10' x 200' floating concrete dock at Bohol Circle Immigrant Park located at the foot of Fifth Street (part of APN 74-1373-2-1) ("City Dock"), as depicted in Exhibit A, which the City owns and maintains, for the Service. The City Dock provides public access areas to accommodate transient recreational boats and kayaks and an approximately 88' long shuttle launch platform to accommodate boarding access to a small vessel, and is accessed by a single gangway.
 - ii. The City also owns and maintains the landside promenade at the water's edge next to the City Dock. Water shuttle passengers will wait in a designated waiting area, to be approved by the San Francisco Bay Conservation and Development Commission ("BCDC"), to prevent blocking the Bay Trail, the gangways, and the docks, and will utilize the gangway to access the shuttle launch platform, where passengers will enter and exit the Vessel.
 - iii. The City Dock will continue to accommodate transient recreational boats and kayaks, even during operation of the Service, as those uses will be separated, utilizing different sides of the floats.
 - iv. Overnight layberthing of the Vessel will not be permitted at the City Dock.
 - v. The City will maintain the City Dock, including the water shuttle launch platform, the gangway connecting the dock to the landside, and other ancillary improvements including signage and handrails, and a passenger waiting area along the promenade at the water's edge.
 - vi. The City shall post a limited amount of temporary signage, in compliance with the anticipated BCDC permit, to help control the operations in a manner that does not unduly interfere with reasonable access to the shuttle launch platform and public use of adjacent public access areas.
- e. With coordination support from WETA, as necessary, the City will obtain permission from the Port of Oakland or its representative that is necessary to allow WETA exclusive use of the necessary space on the public dock at the foot of Broadway for Service
- f. City will coordinate with BYB to secure a berthing location for the Vessel prior to the start of Service. WETA will coordinate with the City on finding a berthing location, once the Vessel is service-ready, but before the Service begins.
- g. The City shall obtain and maintain all appropriate and/or necessary permits or authorization from BCDC to operate the Service, including those that are consistent with the authorization and requirements of the Alameda Landing; BCDC Permit No. 2018.004.00; Special Condition II.B.4.d – "Dock and Kayak Launch."

- h. The City will lead the marketing and customer outreach efforts associated with the Project, in collaboration with WETA and other stakeholders. The City will develop the project logo, develop and purchase all necessary signage for the Project, post signage at the City Dock, and provide signage to other dock owners to post. The City will have marketing materials printed and develop on-line schedules, flyers, and all other marketing materials. The City will develop and maintain the project web page. The City will provide WETA with copies of all such materials and links, and WETA will market the Service to its customers and on its web pages.
 - i. The City may suspend the Service in the event of an emergency or natural disaster. In such an event, the City will provide WETA with immediate notice as appropriate under the circumstances.
4. **WETA's Rights and Responsibilities.** WETA's rights and responsibilities in connection with the Project are as follows:
- a. Beginning on a date determined by WETA in consultation with City, WETA will provide the Service, utilizing the Vessel. There are no back-up vessels available for the Service. The core Service will be from the public dock located at the foot of Broadway in Oakland to the City Dock at the foot of Fifth Street in Alameda. Other locations, including at a private dock, may be incorporated into the Service if the Parties agree. In operating the Service, WETA will provide the following:
 - i. Daily crewing and operation of the Vessel.
 - ii. Regular scheduled maintenance of the Vessel, as described in subsection k.vi. below.
 - iii. Administrative functions related to scheduling, budgeting, customer service, passenger communication, and data collection.
 - iv. Arrange for the overnight berthing of the Vessel, anticipated to be provided at no cost with the assistance of CIM Group, the property management firm for Jack London Square. WETA shall prohibit any third-party water shuttle/boat operator from overnight or permanent layberthing of the water shuttle vessel at the City Dock.
 - b. WETA will invoice the City monthly, by the 15th of each month, beginning the month after Service commences, with a request for reimbursement in arrears for WETA's Project Expenses associated with the previous calendar month. WETA may include in the first invoice those expenses incurred prior to Service that are greater than the City's \$18,000 deposit, or in the alternative, will apply any remaining funds in the City's deposit to the first invoice. WETA will work with the City to ensure it has the documents needed to submit complete requests for reimbursement from the funding agency, Alameda CTC, including:
 - i. A listing of all expenses incurred and supporting documentation, including copies of invoices from vendors, consultants, or contractors.
 - ii. Documentation of its staff time expended on the project for the entire Agreement period, in order to verify its in-kind contributions.

- c. WETA shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, with the exception of those required by BCDC, that are required for the Service.
- d. WETA will determine, in consultation with the City and other stakeholders and within the available budget, the service levels and schedule appropriate for the Service. Initially, the Parties intend that the schedule and service plan will be as set forth in Exhibit B. While the Service is underway, WETA may make minor schedule and service level changes with notice to the City. Any material schedule or service level changes will be made in consultation with the City.
- e. WETA will operate the Service in a manner that is consistent with the standard of care with which WETA operates other Bay Area ferry services.
- f. WETA will operate the Service such that it is publicly accessible and ADA accessible, and will not charge fares for the Service.
- g. WETA may suspend or cancel Service for any reason, for instance due to weather, or in the event of an emergency, or if the Vessel or crew is unavailable. In such an event, WETA will provide City with prompt notice as appropriate under the circumstances.
- h. WETA will support the City's marketing and customer outreach efforts through WETA's social media and web site. WETA and the City will meet to collaborate on such efforts.
- i. WETA will count the numbers of riders and bicycles at each stop of the Service, and hand out customer surveys, as developed by City. WETA will provide ridership data to the City on a weekly basis for the first three months of service, and monthly, with invoices, after that.
- j. WETA will cooperate with the City to ensure compliance with all provisions in the Alameda CTC Funding Agreement (Agreement No. A23-0030) that are relevant to Service operations, and provide any necessary documentation, as requested and as feasible.
- k. Vessel:
 - i. WETA agrees to use the Vessel, owned by BYB and leased to the City solely for purpose of the Service.
 - ii. WETA will store and utilize, as needed, any Vessel spare parts, including a spare motor, to keep the Service in operation.
 - iii. Before Service begins, WETA will advise on what modifications are needed to make the Vessel service-ready, and their estimated cost.
 - iv. WETA will coordinate and advise on which vendor(s) to use to make the Vessel modifications, including those needed to meet all United States Coast

Guard (USCG) certification requirements, and will provide construction management services for all of the vendor's work at no cost to the City.

- v. WETA will coordinate and lead the process of applying for the required permissions and certifications from the USCG. If for any reason, the Vessel does not meet USCG requirements, any Party may terminate the Agreement as set forth in Section 2. WETA will also serve as the lead in arranging for any required permissions from the California Air Resources Board.
- vi. WETA will take all reasonable steps to care for and to maintain the Vessel to industry standards, and will perform regular maintenance on the Vessel, using best practice standards. Regular maintenance shall include up to eight (8) hours a week of engine maintenance and up to eight (8) hours a week of routine maintenance.
- vii. Maintenance will be reimbursed on a time and materials basis. For fiscal year 2023-2024, the hourly engineering labor rate is \$73.78. This rate may be adjusted each fiscal year in accordance with applicable union Memorandums of Understanding.
- viii. Should any damage occur to the Vessel, the parties will cooperate in filing insurance claims as applicable. In accordance with sub-paragraph ix, below, the parties will meet and confer as to the ultimate responsibility for any costs not covered by insurance based on principles of comparative fault.
- ix. In the event WETA determines that the Vessel requires unscheduled maintenance or any repairs or other modifications that are estimated to cost less than \$2,000, WETA will arrange for such repairs or modifications and will provide all construction management services associated with such maintenance, repairs, or modifications. In the event WETA determines that the Vessel requires unscheduled maintenance or any repairs or other modifications that are estimated to cost \$2,000 or greater, the Parties and BYB, or its authorized representative, will meet and confer to agree on whether to perform the needed maintenance, repairs, or modifications, and how such costs will be shared, based on principles of comparative fault, or whether to cancel the Service and terminate this Agreement. Unscheduled maintenance and repairs or modifications performed in accordance with this paragraph are Project Expenses eligible for reimbursement by the City.

I. Safety:

- i. As between WETA and the City, and subject to the provisions of Section 6, Indemnification, WETA will be solely and completely responsible for the safety of all persons and property during performance of the Service. This requirement will apply continuously and not be limited to normal working hours.
- ii. WETA will comply with and will require any third-party water shuttle/boat operator to comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, and codes.

- iii. WETA will submit written reports, using their standard forms, of all incidents and notify the City promptly, ordinarily within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. This report shall include, as attachments, the name and address of WETA's liability insurance carrier and a police report, if available. Such reports will also be provided with each monthly invoice.
5. **Insurance.** WETA shall, at all times during the term of this Agreement, obtain and keep in force at its sole cost and expense the following insurance coverages:
- a. **Property and Liability Coverage.**
 - i. **Required Types and Amounts of Insurance.** WETA shall, at no cost to the City, obtain and maintain, and cause to be in effect at all times from the Effective Date through the Term of the Agreement the following types and amounts of insurance:
 - 1. **Property Insurance.** WETA, at its sole cost and expense, shall procure and maintain on all of its personal property, improvements and alterations, in, on, or about the Project, property insurance on an all risk form, excluding earthquake and flood, to the extent of full replacement value. The proceeds from any such policy shall be used by WETA for the replacement of WETA's personal property.
 - 2. **Commercial General Liability Insurance.** WETA will maintain, or require to be maintained "Commercial General Liability" insurance with coverage at least as broad as Insurance Services Office form CG 00 01 10 93 (or its replacement) insuring against claims for bodily injury (including death), property damage, personal injury and advertising injury, including coverage for operations, blanket contractual liability (to the extent possible under the above-referenced policy form or under a separate policy form), broad form property damage, explosion, collapse and underground hazards, independent contractors, products and completed operations, with such insurance to afford protection in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and annual aggregate, and Ten Million Dollars (\$10,000,000) products and completed operations aggregate, and deleting any exclusions for care, custody and control of real property or damage to the vessel. All such insurance may be provided under a combination of primary and umbrella excess policies and may be provided under policies with a "claims made" trigger.
 - 3. **Workers' Compensation Insurance.** Worker's compensation insurance as required by law, U.S. Longshore and Harborworker's Act Insurance and Jones Act insurance with employer's liability limit not less than One Million Dollars (\$1,000,000) for each accident, on employees eligible for each. WETA's insurance must

be from a carrier with an A M Best rating of A-7 or better; must be statutory in nature; must include USL&H on an “if any basis”, with E L coverage of \$1,000,000.00. In the event WETA is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations, Administration of Self Insurance, Sacramento, California.

4. Business Automobile Insurance. WETA will maintain, or require to be maintained, policies of business automobile liability insurance covering all owned, non-owned or hired motor vehicles (including electric carts) to be used by WETA and its agents in connection with WETA’s obligations under the Project, affording protection for bodily injury (including death) and property damage in the form of Combined Single Limit Bodily Injury and Property Damage policy with limits of not less than Five Million Dollars (\$5,000,000) per accident and annual aggregate.
5. Protection and Indemnity Liability. WETA will maintain, or require to be maintained, Protection and Indemnity Liability Insurance acceptable to City, with limits not less than Five Million Dollars (\$5,000,000) per each occurrence, including coverages for owned and non-owned watercraft.
6. Vessel Pollution Liability. WETA will maintain, or require to be maintained, Vessel Pollution Liability Insurance with combined single limit of Five Million Dollars (\$5,000,000.00) each claim, Five Million Dollars (\$5,000,000.00) aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a one-year extended reporting period.
7. Hull and Machinery Protection. WETA will maintain, or require to be maintained, Hull and Machinery Protection in a form and with limit of market value of the Vessel.
8. Bumpershoot; Umbrella; Excess Insurance with policy limits of no less than Five Million Dollars (\$5,000,000).

ii. General Requirements.

1. As to all insurance required hereunder, such insurance will be carried under a valid and enforceable policy or policies issued by insurers of recognized responsibility that are rated Best A—:VIII or better by the latest edition of Best’s Key Rating Guide (or a comparable successor rating) and legally authorized to sell such insurance within the State;

2. As to property insurance required hereunder, such insurance will name WETA as the first named insured, and will name the City, the Alameda County Transportation Commission, and BYB as an insured as their interests may appear.
3. As to commercial general liability, automobile liability, protection and indemnity liability, vessel pollution liability, and umbrella or excess liability insurance, such insurance will name as additional insureds by written endorsement: **“CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES”** and **“ALAMEDA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY, OFFICERS, EMPLOYEES AND CONSULTANTS”** and **“BIG YELLOW BOAT, LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS”** and **“ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS.”** The Additional Insured Endorsement for commercial general liability insurance shall include primary and non-contributory coverage at least as broad as the CG 2010.
4. As to all insurance required hereunder, such insurance will provide that no cancellation, material modification or termination of such insurance will be effective until at least thirty (30) days after mailing or otherwise sending written notice of such cancellation, modification or termination to City;
5. As to commercial general liability, automobile liability insurance, protection and indemnity liability, and vessel pollution liability, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.
6. As to commercial general liability, automobile, worker’s compensation, protection and indemnity liability, vessel pollution, and property insurance required hereunder, such insurance will provide for waivers of any right of subrogation that the insurer of such party may acquire against each Party hereto with respect to any losses of the type covered under the policies required;

7. All insurance will be subject to the approval of City, which approval will be limited to whether or not such insurance meets the terms of this Agreement;
 8. If any of the policies of liability required hereunder is provided under a claims-made form of policy, WETA will maintain such coverage continuously throughout the Term, and following the expiration or earlier termination of the Term, WETA will maintain, or require to be maintained, such coverage without lapse for a period of five (5) years beyond the expiration or earlier termination of this Agreement, or, in the case of construction, for five (5) years after issuance of a Certificate of Occupancy for the applicable Improvements; and
- iii. Certificates of Insurance; Right of City to Maintain Insurance. WETA will furnish City certificates with respect to the policies required and additional insured endorsements in form satisfactory to City, (i) on or prior to the Effective Date (to the extent such policy is required to be carried as of the Effective Date), (ii) for such policies required to be carried after the Effective Date, on or prior to the date such policies are required, and (iii) with respect to renewal policies, within thirty (30) days after the policy renewal date of each such policy. Within thirty (30) days after City's request, WETA also will provide City with copies of each such policy, or will otherwise make such policy available to City for its review. If at any time WETA fails to maintain the insurance required, or fails to deliver certificates and/or endorsements as required pursuant to this section then, upon ten (10) days' written notice to WETA, City may obtain and cause to be maintained in effect such insurance by taking out policies with companies satisfactory to City. Within ten (10) days following demand, WETA will reimburse City for all amounts so paid by City, together with all costs and expenses in connection therewith and interest thereon at the Default Rate.
- iv. Insurance by Others. To the extent WETA maintains, utilizes or contracts with contractors, subcontractors or others in connection with their use or occupancy of, or their activities in, on, under, or in connection with the Project, WETA will require that their insurance policies be endorsed to include the **CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES** as additional insureds, as well as **ALAMEDA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY, OFFICERS, EMPLOYEES AND CONSULTANTS, and BIG YELLOW BOAT, LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS and ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY, OFFICERS, AGENTS EMPLOYEES AND**

CONSULTANTS. Notwithstanding the foregoing, WETA will require all agents, contractors and sub-contractors performing work in, on, under, or in connection with the Project to carry the following coverages: (i) commercial general liability with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual general aggregate, (ii) workers' compensation in amounts required by law, (iii) employer's liability coverage in an amount not less than One Million Dollars (\$1,000,000) per accident, per employee and policy limit for injury by disease, covering all employees employed in connection with the Project, (iv) automobile insurance in an amount not less than \$2,000,000 combined single limit covering use of owned, non-owned or hired vehicles utilized in the performance of work in, on, under, or in connection with the Project, and (v) Contractors' Pollution Legal Liability (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

- v. SUFFICIENCY OF INSURANCE: The insurance limits required by the City are not represented as being sufficient to protect WETA. WETA is advised to consult WETA's insurance broker to determine adequate coverage for WETA. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to WETA; whichever is greater.
- vi. EXCESS OR UMBRELLA LIABILITY: If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the WETA are exhausted.

6. **Indemnity.**

- a. Except to the extent caused, or alleged to have been caused, by City's negligence or willful misconduct, WETA will indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City, its Council members, Board and Commission members, committee members, officers, agents, volunteers and employees ("**City Indemnitees**") from any and all claims, liability, costs, penalties, fines, damages, injuries, judgments, forfeitures, losses or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) to the extent arising out of, or in any way related to, or resulting

directly or indirectly from WETA's actions in furtherance of the Project, including performance of its obligations under this Agreement.

- b. Except to the extent caused, or alleged to have been caused, by WETA's negligence or willful misconduct, City will indemnify, defend (with counsel reasonably acceptable to WETA) and hold harmless WETA, its Board members, directors, officers, agents and employees ("**WETA Indemnitees**") from any and all claims, liability, costs, penalties, fines, damages, injuries, judgments, forfeitures, losses or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) to the extent arising out of, or in any way related to, or resulting directly or indirectly from City's actions in furtherance of the Project, including performance of its obligations under this Agreement.
 - c. The indemnification of each Party to the other will expressly survive the termination or expiration of this Agreement.
- 7. **Assignment.** Neither Party may assign any of its rights nor transfer any of its obligations under this Agreement without the other Party's prior written consent.
 - 8. **Compliance with All Applicable Laws.** The Parties agree to comply with all applicable local, state, and federal laws.
 - 9. **Waiver.** No waiver by WETA or City of a breach of any of the terms, covenants, or conditions of this Agreement by the other Party will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by WETA or City will be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver will affect a default other than as specified in such waiver. The consent or approval by WETA or City to or of any act by the other Party requiring the consent or approval of the first Party will not be deemed to waive or render unnecessary such Party's consent or approval to or of any subsequent similar acts by the other Party.
 - 10. **Limitation of Damages.** Neither WETA nor City will have any liability to the other for business interruption, punitive, speculative or consequential damages as a result of default or termination of this Agreement.
 - 11. **Costs and Attorneys' Fees.** In any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret, seek relief from any provision or obligation arising out of this Agreement, regardless of whether such action or proceeding is prosecuted to judgment, and in addition to any other remedy, the parties and litigants shall bear their own attorneys' fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

12. **Notices.** All notices and communications related to this Agreement deemed by either Party to be necessary or desirable must be in writing and may be given by e-mail, or mail, personal delivery, or nationally recognized overnight courier to a representative of the Parties addressed as follows:

To WETA: Attention: Seamus Murphy
San Francisco Bay Area Water Emergency Transportation
Authority
Pier 9, Suite 111
San Francisco, CA 94111
Email: murphy@watertransit.org

To City: Attention: Jennifer Ott
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Email: jott@alamedaca.gov

Additional Copy to: Attention: City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Email: cityattorney@alamedacityattorney.org

Additional Copy to: Attention: Lucy Gigli, TDM Manager
Alameda Transportation Management Association
950 West Mall Square, Suite 239
Alameda CA 94501
Email: info@alamedatma.org

The address to which mailings may be made may be changed from time to time by written notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

13. **Dispute Resolution.** The Parties agree that any dispute arising from this Agreement that is not resolved within thirty (30) business days by the Parties' representatives responsible for the administration of this Agreement will be set forth in writing by each Party and delivered to the attention of both WETA's Executive Director (“ED”) and the City Manager for resolution. In the event resolution cannot be reached by the ED and the City Manager, the Parties agree to meet and confer to discuss the appropriate method of resolution. The Parties may agree to an alternative dispute resolution process, including mediation and/or arbitration.
14. **Amendments.** Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by City and WETA.

15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Venue will be in the State Superior Court in Alameda County.
16. **Severability.** If any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement becomes illegal, null or void or against public policy, for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement will not be affected thereby and will remain in force and effect to the fullest extent permissible by law.
17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which counterparts together will constitute one agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.

**SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION
AUTHORITY**

By: _____
Seamus Murphy, Executive Director

Date: _____

Approved as to form:

Attorney for WETA

CITY OF ALAMEDA

By: _____
Jennifer Ott, City Manager

Date: _____

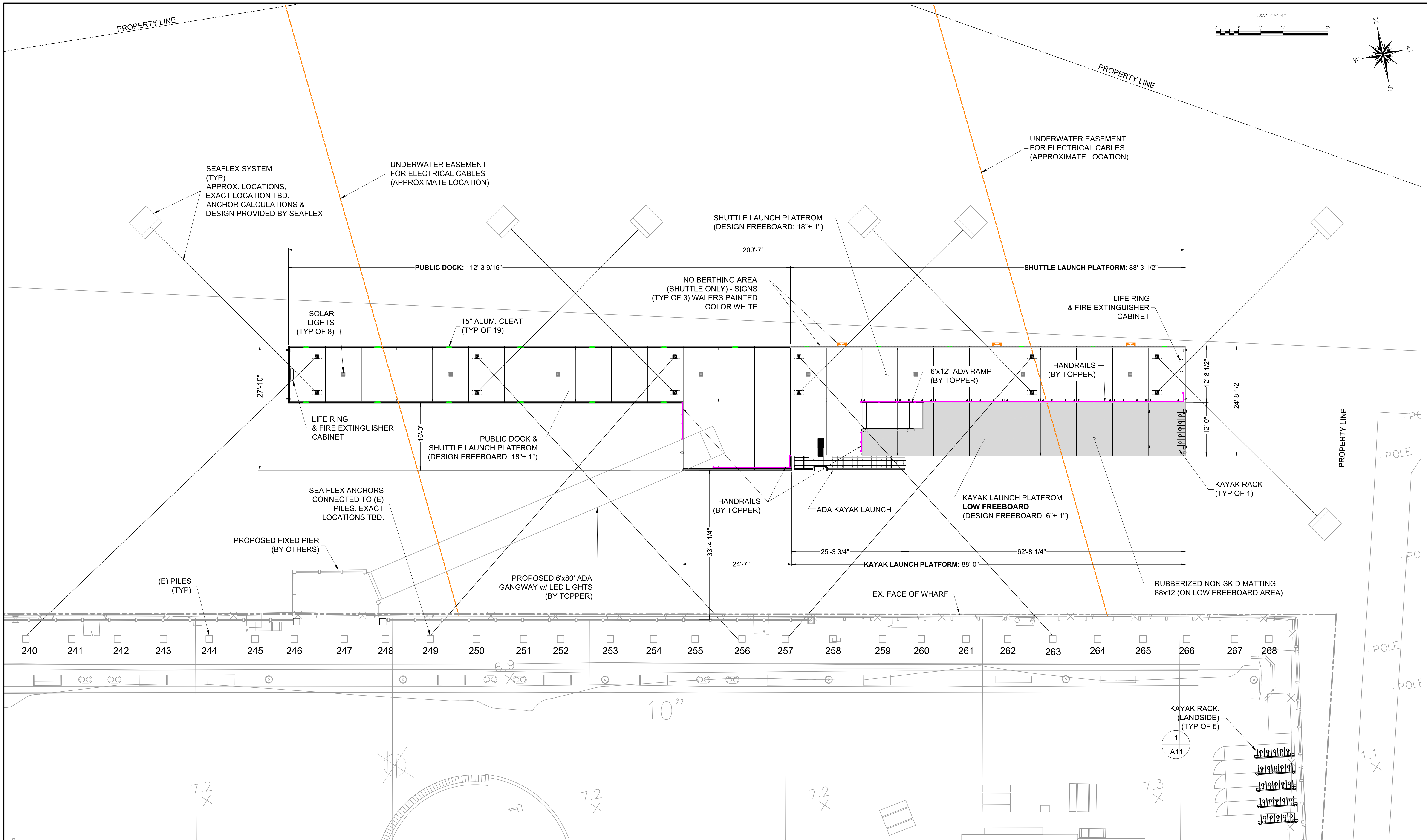
Recommended for approval:

By: _____
Allen Tai, Planning, Building and Transportation Acting Director

Approved as to form:

By: _____
Celena H. Chen, Chief Planning Counsel

PERMIT DRAWING





				 Bellingham MARINE®	SOUTHWEST DIVISION CA LICENSE #442499 8810 SPARLING LANE DIXON, CA 95620 TEL: (707) 678-2385 FAX: (707) 678-1760	THIS DRAWING CONTAINS PROPRIETARY INFORMATION WHICH IS THE PROPERTY OF BELLINGHAM MARINE INDUSTRIES, INC., AND SHALL NOT BE COPIED, REPRODUCED OR MADE AVAILABLE TO THIRD PARTIES WITHOUT PRIOR WRITTEN PERMISSION FROM BELLINGHAM MARINE INDUSTRIES, INC. UNIFLOAT®, UNIDECK® AND © BELLINGHAM MARINE INDUSTRIES, INC.	PROJECT NUMBER:	ALAMEDA LANDING WATERFRONT ALAMEDA, CA 94501 (37.791590°N, -122.281361°W)			 Craig S Funston 2022.04.15 16:43:21-07'00'	SCALE: GRAPHIC SCALE (Sheet Size 24" x 36")	
							ENGINEER / DESIGNER:					DRAWN BY: THO	
							PROJECT MANAGER:					DATE: 4-2-2022	
							CHECKED BY:					DRAWING: OL	
								OVERALL LAYOUT					

Exhibit B:
Oakland Estuary Water Shuttle Service and Schedule

At launch, it is anticipated that the Service will be:

-- five (5) days per week;

-- for approximately eight (8) months of each year (March to October), there will be full day service (approximately 12 hours of service per day); and

-- for approximately four (4) months (November to February), there will be shorter day service (approximately 6.5 hours of service per day).

The initial service and schedules will be further refined before the Service launches.

Below is a sample of a Full Day Schedule.

Trip	Departure Location	Arrival Location	Departure Time	Arrival Time
1	Oakland	Alameda	6:30	6:40
2	Alameda	Oakland	6:45	6:55
3	Oakland	Alameda	7:00	7:10
4	Alameda	Oakland	7:15	7:25
5	Oakland	Alameda	7:30	7:40
6	Alameda	Oakland	7:45	7:55
7	Oakland	Alameda	8:00	8:10
8	Alameda	Oakland	8:15	8:25
9	Oakland	Alameda	8:30	8:40
10	Alameda	Oakland	8:45	8:55
11	Oakland	Alameda	9:00	9:10
12	Alameda	Oakland	9:15	9:25
13	Oakland	Alameda	9:30	9:40
14	Alameda	Oakland	9:45	9:55
	Crew Lunch		10:00	10:30
15	Oakland	Alameda	10:35	10:45
16	Alameda	Oakland	10:50	11:00
17	Oakland	Alameda	11:05	11:15
18	Alameda	Oakland	11:20	11:30
19	Oakland	Alameda	11:35	11:45
20	Alameda	Oakland	11:50	12:00
21	Oakland	Alameda	12:05	12:15
22	Alameda	Oakland	12:20	12:30
23	Oakland	Alameda	12:35	12:45
24	Alameda	Oakland	12:50	13:00

25	Oakland	Alameda	13:05	13:15
26	Alameda	Oakland	13:20	13:30
	Crew Change		13:35	14:05
27	Oakland	Alameda	14:10	14:20
28	Alameda	Oakland	14:25	14:35
29	Oakland	Alameda	14:40	14:50
30	Alameda	Oakland	14:55	15:05
31	Oakland	Alameda	15:10	15:20
32	Alameda	Oakland	15:25	15:35
33	Oakland	Alameda	15:40	15:50
34	Alameda	Oakland	15:55	16:05
35	Oakland	Alameda	16:10	16:20
36	Alameda	Oakland	16:25	16:35
37	Oakland	Alameda	16:40	16:50
38	Alameda	Oakland	16:55	17:05
39	Oakland	Alameda	17:10	17:20
40	Alameda	Oakland	17:25	17:35
	Crew Lunch		17:40	18:10
41	Oakland	Alameda	18:15	18:25
42	Alameda	Oakland	18:30	18:40
43	Oakland	Alameda	18:45	18:55
44	Alameda	Oakland	19:00	19:10
45	Oakland	Alameda	19:15	19:25
46	Alameda	Oakland	19:30	19:40
47	Oakland	Alameda	19:45	19:55
48	Alameda	Oakland	20:00	20:10
49	Oakland	Alameda	20:15	20:25
50	Alameda	Oakland	20:30	20:40
	Vessel Berthing, Fueling		20:45	21:30

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2023-42

**AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ALAMEDA
FOR THE CONDUCT OF A TWO-YEAR PILOT PROGRAM PROVIDING WATER
SHUTTLE SERVICE BETWEEN THE CITIES OF ALAMEDA AND OAKLAND**

WHEREAS, WETA and the City of Alameda, along with other partners including the Alameda Transportation Management Association, Jack London Square Business Improvement District, CIM Group (Jack London Square operator) and Blue Rise Ventures, have been in discussions to plan a pilot program bringing water shuttle service to the Oakland Estuary at multiple locations between the City of Alameda and the City of Oakland (the Project); and

WHEREAS, WETA's role in the Project is to serve as both a technical advisor and as the designated operator of the pilot service, relying on WETA's authority to operate public ferry service in San Francisco Bay; and

WHEREAS, the Project is funded by a grant from the Alameda County Transportation Commission, as well as by matching funds provided by the Project partners, with WETA's contribution limited to up to \$190,000 of in-kind staff time; and

WHEREAS, WETA and the City of Alameda have negotiated the terms of a Memorandum of Understanding setting forth the parties' roles and responsibilities for the Project; and

WHEREAS, under the terms of the Memorandum of Understanding, WETA will operate the pilot service through its operator, Blue and Gold Fleet, for a two-year period at service levels determined by WETA, using a vessel provided at no cost to WETA using the other Project partners' funding sources; now, therefore, be it

RESOLVED, that the Board of Directors hereby authorizes the Executive Director to enter into a Memorandum of Understanding with the City of Alameda for the conduct of a two-year pilot program providing water shuttle service in the Oakland Estuary between the cities of Oakland and Alameda, with WETA's financial contribution limited to staff time of up to \$190,000; and be it further

RESOLVED, that the Board of Directors authorizes the Executive Director to take any additional actions and enter into additional agreements consistent with this Resolution that may be necessary to further the Project.

CERTIFICATION

The undersigned, Board Secretary, does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the San Francisco Bay Area Water Emergency Transportation Authority held on November 2, 2023.

YEA:

NAY:

ABSTAIN:

ABSENT:

/s/ Board Secretary

2023-42

END

MEMORANDUM

TO: Board Members

FROM: Seamus Murphy, Executive Director
Timothy Hanners, Operations Manager
Jeffery Powell, Engineering & Maintenance Administrator

SUBJECT: Award of a Contract to Bay Ship & Yacht Co. for the *Bay Breeze* Engine Rebuild and Replace Work

Recommendation

Award a contract to Bay Ship & Yacht Co. (Bay Ship & Yacht) in the amount of \$142,000 for *Bay Breeze* Engine Rebuild and Replace (R&R) Work.

Background

The *Bay Breeze* Port main engine is reaching its allocated engine hours and will require an engine rebuild. Exceeding the allowable hours creates a greater potential for catastrophic failure which would result in nonscheduled out of service time. Staff proposes to remove the engine from the vessel and replace it with a spare while the rebuild work is conducted off the vessel. This process will greatly reduce the amount of out of service time required by an in-place overhaul. This will further allow the removed engine to be overhauled in a controlled environment which has many benefits over the overhaul onboard a vessel.

Discussion

WETA staff released an RFP on October 4, 2023, seeking an experienced shipyard capable of removing the existing engine and replacing it with WETA's spare engine. A pre-proposal conference was held onboard the vessel October 9, 2023.

WETA received only one proposal in response to the RFP, from Bay Ship & Yacht. An evaluation committee reviewed Bay Ship & Yacht's proposal in accordance with the requirements and evaluation criteria in the RFP and determined that the proposal was responsive to the RFP, and that Bay Ship & Yacht was qualified to perform the work.

All procurement steps were taken and documented in the project folder. The price was determined to be fair and reasonable for the work to be performed and in line with the Independent Cost Estimate (ICE) which is documented in the project folder. Staff determined competition was adequate.

Staff recommends the Board approve the contract award to Bay Ship & Yacht for the *Bay Breeze* Engine R&R Work in the amount of \$142,000 and authorize the Executive Director to take any additional actions necessary to support this work.

WETA's overall annual Disadvantaged Business Enterprise (DBE) goal for Federal Fiscal Year 2023/24 is 0.48 percent and the Small Business Enterprise (SBE) goal is 7.5 percent for Federal Transit Administration (FTA) assisted contracts. Staff has reviewed the DBE/SBE materials provided by Bay Ship & Yacht and has determined that 0 percent DBE 2023/24 participation and 0 percent SBE participation is anticipated during the performance of this contract.

Fiscal Impact

Funding for this agreement is included in the FY 23/24 Capital Budget in the amount of \$142,000. This is funded 80 percent by FTA funds and 20 percent by Regional Measure 1 funds.

END

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2023-43

**APPROVE CONTRACT AWARD TO BAY SHIP & YACHT CO. FOR BAY BREEZE
ENGINE REBUILD AND REPLACE WORK**

WHEREAS, on October 4, 2023, WETA issued a Request for Proposals (RFP) for the *Bay Breeze* Engine Rebuild and Replace (R&R) Work; and

WHEREAS, in accordance with the RFP and WETA's Administrative Code, WETA established an evaluation committee that reviewed all proposals received by the RFP's due date; and

WHEREAS, based on the requirements and evaluation criteria in the RFP, the evaluation committee determined the sole proposal received in response to the RFP from Bay Ship & Yacht Co. was complete and responsive to the RFP, and Bay Ship & Yacht Co. is qualified to perform the work; and

WHEREAS, as required by federal procurement requirements, staff determined the price to be fair and reasonable and that competition for the RFP was adequate; and

WHEREAS, the Executive Director recommends the Board approve a contract award to Bay Ship & Yacht Co. for the *Bay Breeze* Engine R&R Work in the amount of \$142,000 and authorize the Executive Director to take any additional actions necessary to support this work; now, therefore, be it

RESOLVED, that the Board of Directors hereby approves a contract award to Bay Ship & Yacht Co. for the *Bay Breeze* Engine R&R Work in the amount of \$142,000; and be further

RESOLVED, that the Board of Directors authorizes the Executive Director to take any additional actions necessary to support this work.

CERTIFICATION

The undersigned, Board Secretary, does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the San Francisco Bay Area Water Emergency Transportation Authority held on November 2, 2023.

YEA:

NAY:

ABSTAIN:

ABSENT:

/s/ Board Secretary

2023-43

END

MEMORANDUM

TO: Board Members

FROM: Seamus Murphy, Executive Director
Thomas Hall, Public Information & Marketing Manager
Alexis Matsui, Digital Communications Specialist

SUBJECT: Authorize Release of Request for Proposals for Website Redesign Project

Recommendation

Authorize release of a Request for Proposals (RFP) for the Website Redesign Project.

Background

WETA's main consumer-facing website, sanfranciscobayferry.com, serves passengers and potential passengers of the agency's San Francisco Bay Ferry service. The site's key audience includes Bay Area residents (specifically in the communities served by the ferry) and visitors interested in taking the ferry for commute, recreational, and other purposes.

WETA's agency website, weta.sanfranciscobayferry.com, serves industry partners, government officials, media and interested members of the public. The site provides transparency into WETA's capital, planning and development projects; Board of Directors' activities; organizational leadership; and partnerships with public and private entities.

WETA developed both websites in 2012. While the sites provide visitors with critical information, there are several aspects that can be improved. Currently, routes and schedules are difficult to navigate, pages are text-heavy, and specific information takes many clicks to locate. There is no real-time service information available, the trip planner tool does not offer direct or time-sensitive results, and mobile responsiveness is poor. The sites meet basic ADA requirements but lack advanced features and translation tools for the many languages spoken by WETA's audiences. For staff maintaining the websites, the architecture is inconsistent, and the content management system makes the sites complicated and time-consuming to update. From a design perspective, the look and feel of the sites are outdated compared to the graphic-driven visuals of other transit agencies.

Discussion

With the sanfranciscobayferry.com redesign, WETA aims to improve access and understanding of the ferry service, allow passengers to purchase tickets online, serve visitors of all abilities and language understanding, and improve the agency's ability to market ferry service with news updates, stories about ongoing projects, and promotion of key partnerships. Staff also envisions wrapping information currently on the separate WETA website in as a section of the main sanfranciscobayferry.com site to streamline the backend architecture, minimize duplication of effort, maintain consistent styles and branding, avoid confusion, and build public awareness of WETA's dual public transit and emergency response missions.

WETA is seeking authorization to begin a procurement process to select a vendor to redesign the website with the goal of awarding the contract in March 2024. Based on these dates and a tentative six-month project implementation, a prospective website launch would be expected

in October 2024.

Goals for the new website include an increase in site visitors, especially to the route, schedules and trip-planning areas of the site; an increase in participation and engagement with links shared on social media channels; an increase in subscriptions to real-time Short Message Service (SMS) alerts and newsletters; and an increase in the satisfaction rating of passenger communications in upcoming customer experience surveys

The scope of services will include research to understand the digital needs of WETA's audience, aligning San Francisco Bay Ferry's brand identity as defined by WETA, and developing the following required features for launch:

- Interactive service maps and schedules
- A terminal-to-terminal trip planner
- Real-time service alerts
- Compliance with local and federal transparency policies
- Language translation
- ADA compliance
- The ability to create feature pages and blog posts
- A media center with access to press releases, earned media, photography and video clips.

WETA also seeks feedback from the Board of Directors and public on additional features that should be required in the RFP's Scope of Services/Technical Specifications.

WETA's evaluation committee will be evaluating proposals for this project based first on the proposer's qualifications and experience. Vendors with experience in transportation and the public sector will be prioritized. We will also consider the vendor's understanding of the services requested and proposed approach to the project. Consideration will also be given to the qualifications and experience of key personnel and to the reasonableness of the cost proposal.

Fiscal Impact

Issuance of this RFP does not commit WETA to an expenditure of funds. The approved FY24 budget includes \$500,000 for website redesign project. WETA has procured a digital asset management system for \$16,000 to aid the implementation of this project; the website redesign budget will be adjusted accordingly. Funding for services contracted under this RFP to be spent in future years – such as ongoing support or maintenance -- will be included in future fiscal year budgets.

END

MEMORANDUM

TO: Board Members

FROM: Seamus Murphy, Executive Director
Thomas Hall, Public Information & Marketing Manager

SUBJECT: Fiscal Year 2024 Marketing Campaign

Recommendation

This is an informational item.

Background

To meet ridership growth goals, WETA performs marketing activities on an ongoing basis. The agency typically leverages consultants to plan and assist this work. After executing separate marketing campaigns with three contracted marketing consultants in Summer 2023, agency staff elected to move forward on a single integrated marketing campaign for the remainder of Fiscal Year 2023-24 (FY24).

WETA staff selected MacKenzie Communications (MacKenzie) from its on-call bench to be the lead consultant on the campaign due to the agency's proposed approach, deep familiarity with San Francisco Bay Ferry, and cost-efficiency in creative and administrative labor. MacKenzie Communications is a San Francisco-based firm that has worked with WETA on a variety of marketing and design campaigns over the past decade, including serving as the lead consultant for the "Best Way Back" campaign in 2021.

In October 2023, WETA staff provided a summary report on the agency's Summer 2023 marketing campaigns and committed to providing an update on FY24 marketing plans.

Discussion

WETA has worked closely with MacKenzie to develop the campaign centered around the theme "Now Departing From the Ordinary."

The campaign has five key objectives:

- Grow ridership by reaching new audiences in new ways
- Identify and reach expanded rider segments
- Amplify San Francisco Bay Ferry's brand awareness
- Communicate San Francisco Bay Ferry's commitment to access and equity
- Strengthen brand recall by establishing the service's personality, voice and values through new activations

The campaign will be built on five pillars:

- **Paid media:** digital video, audio, programmatic display and search ads; social media marketing; out-of-home display in key locations; radio; and sponsored content
- **Brand activations:** onboard activations; partnerships; and collaborations

- **Earned media:** Continued media relations on ridership growth; Sea Change launch event; media coverage of brand activations; and targeted placements related to expansion projects
- **Community events:** Ferry Fest events; sponsorship of community events; and presentations to community groups and employers
- **Marketing communications:** Campaign landing page; leveraging thought leadership opportunities; and highlighting brand activations through organic social media content

The bulk of WETA's FY24 marketing budget will be dedicated to paid media (\$275,000) with the remainder allotted for sponsorships (\$50,000) and costs associated with brand activations (\$25,000). The paid media budget is broken down into \$110,000 for digital ads; \$75,000 for out-of-home display; \$60,000 for social media; and \$30,000 for radio ads. The campaign team will adjust the media buys based on the effectiveness of certain ads or channels as they roll out.

Staff will present additional information regarding creative elements of the campaign and the 12-month calendar at the Board of Directors meeting.

Fiscal Impact

Funds for on-call marketing services (\$350,000) were included in the approved FY24 budget. The approved budget also includes \$350,000 for paid advertising. Any advertising and creative fees to be incurred in FY25 will be included in the proposed FY25 budget and subject to Board approval.

END

MEMORANDUM

TO: Board Members

FROM: Seamus Murphy, Executive Director
Thomas Hall, Public Information & Marketing Manager

SUBJECT: Proposed Vessel Naming Principles

Recommendation

This is an informational item. Staff is seeking Board and public input on principles for developing a vessel naming policy.

Background

WETA has built 12 passenger ferries since 2007. These vessels and four others inherited in the assumption of municipal services in 2012 (MV *Intintoli*, *Mare Island*, *Peralta*, and *Bay Breeze*) make up the San Francisco Bay Ferry fleet. All WETA's 12 newly built vessels and one more currently in construction have been named after constellations. In 2007, the first four WETA-built ferries were named after constellations that were also Western astrological signs (MVs *Gemini*, *Taurus*, *Pisces*, and *Scorpio*). For the *Hydrus*, *Pyxis*, and *Dorado* class, names have been issued with a preference toward maritime-related constellations. There are 88 recognized constellations, and few unused constellation names that are maritime-related. Naming decisions have historically been made at a staff level.

Shipyards under WETA contract have in the past requested vessel names during the construction process in order to properly assign certain components, such as radar equipment, which requires unique identifiers.

WETA currently has seven vessels in the planning stages: the third and fourth ferries in the *Dorado* class, three small battery electric ferries to serve San Francisco waterfront neighborhoods, and two large battery electric ferries to replace MV *Intintoli* and *Mare Island*. The second *Dorado* class vessel, MV *Delphinus*, was issued a name early in the construction process.

WETA has no board-adopted vessel naming policy.

Discussion

WETA staff has worked to build public familiarity of and affection toward its San Francisco Bay Ferry fleet in recent years by ensuring the specific amenities and characteristics of each vessel are highlighted in the agency's marketing and passenger communication efforts. This has included branded merchandise highlighting various ferries.

The most successful effort to highlight individual ferries has been the roll-out of "fleet cards" in 2021. WETA and its consultants designed baseball-style cards featuring photos and information on each vessel in the fleet. These cards are made free to passengers onboard the ferries and have been popular items for ferry fans seeking to complete a set of cards as well as new riders, especially children.

New York City's East River ferry system has successfully secured a tremendous amount of community engagement, goodwill, political support, earned media, and enhanced public awareness through a vessel naming process that involved local public schools.

Staff proposes to develop a policy that would seek to realize these same benefits by incorporating the following principles in addition to others suggested by the WETA Board:

- WETA should explore a vessel naming process that involves participation from school age children in the communities served by San Francisco Bay Ferry.
- Vessel names should not be political, religious, or obscene in nature.
- Vessel names should not refer to individual people, businesses, or organizations.
- Vessel names should be non-divisive and inoffensive in nature.
- Vessel names should reflect regional history, marine science, or other areas of interest relevant to the San Francisco Bay and its surrounding environs.
- In the event WETA purchases or leases a vessel for San Francisco Bay Ferry service that already operates under a name that does not otherwise violate WETA's vessel naming policy, the vessel name should not be changed in accordance with maritime tradition.
- The WETA Executive Director will have final approval on vessel names.

Staff has considered several potential processes to solicit public participation under the proposed policy principles. Staff could leverage relationships with local educators through its existing school groups program, as well as make connections to education-focused organizations (such as the Exploratorium) to provide access to student and public naming nominations.

If the policy is approved in December, the outreach process for the third and fourth *Dorado* class vessels would begin upon delivery of MV *Delphinus*, expected in January 2024. The outreach process for the other vessel classes would begin upon shipyard contract award, expected in the first half of 2024.

Fiscal Impact

There is no fiscal impact for this action.

END