



MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE SAN DIEGO FOUNDATION
TO ADVANCE A COLLABORATIVE PARTNERSHIP TO COOPERATIVELY EXPLORE
OPPORTUNITIES FOR PROGRAM ALIGNMENT AND INVESTMENT TO SUPPORT
COASTAL ACCESS; CLIMATE INITIATIVES AND COASTAL RESILIENCY;
ENVIRONMENTAL CONSERVATION AND STEWARDSHIP; ENVIRONMENTAL JUSTICE,
AND A THRIVING, SUSTAINABLE WATERFRONT

This Memorandum of Understanding ("MOU") is made by and among the San Diego Unified Port District ("District") and The San Diego Foundation ("TSDF") (together, the "Parties" and separately, a "Party"). Through this MOU the Parties wish to establish a cooperative relationship through mutual assistance in the areas of program alignment and fund administration, agree as follows:

The following recitals are a substantive part of this MOU:

Whereas, the District was created by the California Legislature in 1962 pursuant to the Harbors and Navigation Code Appendix 1, § 1 et seq. ("Port Act");

Whereas, pursuant to the Port Act, the District is a trustee for the people of the state of California and holds and manages tidelands and submerged lands ("Tidelands") that span five member cities (Chula Vista, Coronado, Imperial Beach, National City and San Diego), 34 miles of waterfront along San Diego Bay and portions of the Pacific Ocean;

Whereas, the District is entrusted with managing and protecting the Tidelands to promote navigation, commerce, fisheries, recreation, and environmental stewardship;

Whereas, the District is a self-sustaining, public benefit corporation and regional government entity that manages a diverse portfolio of assets and uses to generate revenues that support vital public services and amenities;

Whereas, the District is authorized by the Port Act to use its powers and authority to protect, preserve and enhance natural resources of the San Diego Bay, including plant and animal life and water quality;

Whereas, pursuant to its vision and mission, the District is an innovative, global seaport supporting commerce, community and the environment and protecting tidelands trust resources by providing economic vitality and community benefit through a balanced approach to the maritime industry, tourism, water and land recreation and conservation;

Whereas, the District is working to assess, manage, and adapt to current and future coastal, environmental, social and economic opportunities and challenges;

Whereas, the District is evaluating the creation of approximately 80 acres of additional wetlands in Pond 20 located south of the San Diego Bay National Wildlife Refuge, which would provide significant public benefits including additional wetland habitat supporting plants and animals in the south San Diego Bay, carbon sequestration, coastal resilience, and other ecosystem services;

Whereas, the District has supported environmental education programs since 1996, and has provided education to more than 1,000,000 residents and students and visitors to the region, with the majority of students attending Title 1 schools in underserved communities within the San Diego Bay watershed;

Whereas, TSDF is a 501(c)(3) Public Charity, supported by local donors and governed by a board of private citizens who work toward the greater good of the citizens in the San Diego Region;

Whereas, TSDF manages and invests donor-advised charitable funds for individuals, families, businesses and agencies. These investment strategies increase the impact of charitable gifts and create sustainable growth to address challenges in the San Diego Region;

Whereas, TSDF's assets include \$1.1 billion in 2,296 separate funds. This totals 1,317 endowment funds of more than \$649 million. Endowments are permanent gifts that grow and yield grant funding for current and future generations. The assets are invested based on specific fund type to create maximum return, strengthen grantmaking and create sustainable growth;

Whereas, TSDF has granted more than \$1.3 billion to address many challenges and opportunities throughout San Diego County;

Whereas, TSDF collaborates with donors, government, business, academia and community organizations to create new strategies and solutions for the region's most pressing challenges. The result is a set of programs and funds that bring positive change in such areas as education, the environment, civic engagement, disaster relief, health and human services and the arts;

Whereas, TSDF's Climate Initiative provides leadership and philanthropic investment to create a more sustainable path to economic growth and a higher quality of life. The initiative aims to advance science-based, collaborative development of local policies and programs that reduce our region's polluting emissions and minimize local risks from climate change;

Whereas, TSDF's Opening the Outdoors program connects, protects and increases equitable access to the outdoors across the county, especially for San Diegans in underserved and park-deficient communities. Through the Opening the Outdoors program and affiliated Thrive Outside Initiative, TSDF continues to bridge the environmental gap and address disparities so that youth and families can grow, connect, and thrive through positive interactions with the outdoors; and

Whereas, the Parties have a history of working together to improve quality of life and provide public benefit through past projects including climate change research initiatives such as the "San Diego, 2050 is Calling" report, the Coronado Bridge Lighting Campaign, Ruocco Park, and the Port with No Borders Scholarship Fund. Additionally, TSDF has been a member of the District's Environmental Advisory Committee since its inception in 2006.

Now therefore, the Parties hereto enter this MOU effective as of this _____ day of _____, 2021 and hereto agree to cooperate and to work in good faith to implement this MOU

ARTICLE 1: ADMINISTRATION OF MOU

Each Party identifies the following individual to serve as the authorized administrative representative for that party. Any Party may change its administrative representative by notifying the other Party in writing of such change. Any such change will become effective upon the receipt of such notice by the other Party to this MOU. Each Party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated. Notice of the authorized representative should be sent to each Party as follows:

<u>Port of San Diego</u>	<u>The San Diego Foundation</u>
Jason H. Giffen Vice President, Planning, Environment & Government Relations San Diego Unified Port District P.O. Box 120488 San Diego, CA 92112-0488	Mark Stuart President and CEO 2508 Historic Decatur Road Suite 200 San Diego, CA 92106

ARTICLE 2: SCOPE OF COLLABORATION

- 2.1 **General Scope.** Each Party may at its sole discretion offer to the other opportunities for program alignment, such as research, exchange of ideas and partnership on fund administration, education and investment opportunities that will foster a collaborative relationship.
- 2.2 **Specific Activities.** Specific activities and programs implemented following execution of this MOU shall be subject to availability of funds, compliance with applicable laws, including those governing consideration and approval of discretionary projects by the District, and the approval of each Party's authorized representatives. Specific activities and programs may be memorialized through separate written agreements between the Parties. Pursuant to this MOU, the Parties anticipate collaborating broadly on mutual environmental interests including but not limited to (1) environmental education and conservation programs; (2) environmental and community investment opportunities; (3) and environmental justice.

ARTICLE 3: RENEWAL, TERMINATION AND GENERAL MATTERS

- 3.1 **Duration.** This MOU shall remain in force from the date of the last signature and be in force until terminated. Either Party may terminate this MOU by providing 30 days advance written notice to the other Party.
- 3.2 **Amendment.** No amendment of the terms of this MOU will be effective unless made in writing and signed by each Party's authorized representative, and no oral understanding or agreement not incorporated herein shall be binding upon the Parties.

- 3.3 **Governing Law.** This MOU shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 3.4 **Counterparts.** This MOU may be executed in separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
- 3.5 **Binding Obligations.** With the exception of Article 3, this MOU does not create any legally binding obligations on either Party but, rather, is intended to facilitate discussions and potential future discretionary written agreements regarding topics of mutual interest as set forth in this MOU.

For The San Diego Foundation

Mark Stuart

Mark Stuart, CFRE
President and CEO

Date: Feb 1, 2021

For San Diego Unified Port District

Jason H. Giffen
Vice President, Planning, Environment & Government Relations
San Diego Unified Port District

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Senior Deputy
San Diego Unified Port District

Date: _____