

File No. 210226

Committee Item No. 1  
Board Item No. 13

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date March 24, 2021

Board of Supervisors Meeting

Date April 6, 2021

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Recreation and Park Commission Resolution No. 2011-006</u>       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>Recreation and Park Department Presentation - March 24, 2021</u> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
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Completed by: Linda Wong Date March 16, 2021

Completed by: Linda Wong Date March 26, 2021

1 [Accept and Expend In-Kind Grant - KABOOM! - Nature Playspace - Valued at \$204,000]

2  
3 **Resolution authorizing the Recreation and Park Department to accept and expend an**  
4 **in-kind grant valued at \$204,000 from KABOOM! for the design and construction of a**  
5 **nature playspace at Heron’s Head Park, to commence upon Board approval.**

6  
7 WHEREAS, The Recreation and Park Department (RPD) operates and maintains  
8 certain real property owned by the City of San Francisco through the Port of San Francisco,  
9 commonly referred to as Heron’s Head Park; and

10 WHEREAS, KABOOM! is a national non-profit organization that works with  
11 communities and municipal agencies to transform underused open spaces, parks, and  
12 existing playgrounds into safe, fun, and beautiful spaces for kids and their families to recreate  
13 and gather; and

14 WHEREAS, KABOOM! proposes to provide RPD an in-kind grant valued at \$204,000  
15 in the form of construction and design services related to the creation of a new Nature  
16 Playspace at Heron’s Head Park; and

17 WHEREAS, KABOOM! has collaborated with Kaiser Permanente to provide the  
18 funding for the project; and

19 WHEREAS, Nature Playspaces provide creative spaces where children are  
20 encouraged to balance on tree trunks, touch and climb, jump from stump to stump, and use  
21 branches, bark, leaves and pine cones to build dens, castles, towers – or whatever their  
22 imagination conjures; and

23 WHEREAS, The proposed project would be the third Nature Playspace for RPD but the  
24 first in the Bayview; and

25

1           WHEREAS, The project team would engage in a collaborative community design  
2 process; and

3           WHEREAS, The proposed Nature Playspace lies at the edge of the 1.7-mile network of  
4 greenspace being developed as part of the India Basin project that is transforming dilapidated  
5 industrial spaces and underperforming existing parks into a unified network of inspirational  
6 open spaces; and

7           WHEREAS, Both the India Basin project and the Nature Playspace seek to provide  
8 impactful recreational activities and experiences for the community; and

9           WHEREAS, The Recreation and Park Commission recommends that the San  
10 Francisco Board of Supervisors accept and expend the grant, valued at \$204,000; and

11           WHEREAS, The City recognizes the generosity of KABOOM! and Kaiser Permanente  
12 with sincere appreciation; now, therefore, be it

13           RESOLVED, That the Board of Supervisors approves the grant and authorizes the  
14 Recreation and Park Department General Manager to accept and expend the in-kind grant  
15 valued at \$204,000 from KABOOM!.

16

17 Recommended:

18

19           \_\_\_\_\_/s/

20 General Manager, Recreation and Park Department

21

22 Approved:

23

24           \_\_\_\_\_/s/

25 Mayor

\_\_\_\_\_/s/

Controller

**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Nature Playspace
2. Department: Recreation and Park Department
3. Contact Person: Daliah Khoury Telephone: (415) 831-6897
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$204,000 (in-kind)
- 6a. Matching Funds Required: \$0  
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: Kaiser Permanente  
b. Grant Pass-Through Agency (if applicable): KABOOM!
8. Proposed Grant Project Summary: This grant will provide RPD with an in-kind grant of construction and design services related to the installation of a new Nature Playspace at Heron's Head Park.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: 2/4/21 End-Date: Upon Project Completion
- 10a. Amount budgeted for contractual services: \$0  
b. Will contractual services be put out to bid?  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?  
d. Is this likely to be a one-time or ongoing request for contracting out?
- 11a. Does the budget include indirect costs?  Yes  No  
b1. If yes, how much? \$  
b2. How was the amount calculated?  
c1. If no, why are indirect costs not included?  
 Not allowed by granting agency  To maximize use of grant funds on direct services  
 Other (please explain): This is an in-kind grant.

c2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s)      | <input type="checkbox"/> Existing Program(s) or Service(s)       |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s) | <input checked="" type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(s)           |  |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

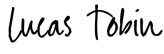
Lucas Tobin

(Name)

ADA Coordinator for Programmatic Access

(Title)

Date Reviewed: 2/4/2021

DocuSigned by:  
  
 2774EBA16EA24D6  
 (Signature Required)

Department Head or Designee Approval of Grant Information Form:


Phil Ginsburg

(Name)

General Manager

(Title)

Date Reviewed: 2/4/2021

DocuSigned by:  
  
 AF27F6596709494  
 (Signature Required)

## GRANT ACCEPTANCE AGREEMENT AND PERMIT TO ENTER

Between  
KABOOM!, Inc.  
and

San Francisco Recreation and Park Department  
(Dated **February 3, 2021** for reference purposes)

This Grant Acceptance Agreement (“Agreement”), is entered as of February 3, 2021, by and between KABOOM!, Inc., and the City and County of San Francisco (“City”) acting through its Recreation and Park Department (“RPD”), collectively referred to herein as the “Parties.”

### RECITALS

WHEREAS, RPD operates and maintains certain real property owned by the City through the Port of San Francisco that is commonly referred to as Heron’s Head Park (“Heron’s Head”), located at 32 Jennings Street in San Francisco, California; and

WHEREAS, KABOOM! is a nonprofit organization that works with communities and municipal agencies to transform underused open spaces, parks, and existing playgrounds into safe, fun, and beautiful spaces for kids and their families to recreate and gather; and

WHEREAS, KABOOM! (hereafter, “Grantor”) proposes to provide RPD an in-kind Grant valued at approximately \$204,000, in the form of construction and design services related to the installation of a new Nature Playspace at Heron’s Head Park (the “Project”); and

WHEREAS, KABOOM! has collaborated with Kaiser Permanente (“Funding Partner”) to provide funding for the Project, and

WHEREAS, the Port of San Francisco owns the property know as Heron’s Head and allows RPD to operate the property as per an MOU attached as **Exhibit E** (“Port of San Francisco MOU”), and

WHEREAS, RPD is not required to contribute financially to the Project; and

WHEREAS, On November 19, 2020 by resolution number 2011-006, the Recreation and Park Commission authorized RPD to accept and expend the Grant; and

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties (the “Effective Date”), the Parties agree as follows:

**1. Term.** This Agreement shall become effective upon full execution and delivery hereof by the Parties. This Agreement shall expire once the Grant has been expended and the Project is complete.

**2. In-Kind Grant.**

a. **Permission to Enter.** RPD confers to Grantor a revocable, personal, unassignable, non-exclusive and non-possessionary privilege to enter upon and use the area of the Park identified in **Exhibit A** (the “Permit Area”), for the limited purpose of completing the Project as set forth in

**Exhibit B.** The privilege given to Grantor pursuant to this Agreement is temporary only and shall commence once the dates are confirmed and agreed to by both Parties. Without limiting any of its rights hereunder, City may terminate this Agreement as set forth herein, without any obligation to pay any consideration to Grantor.

b. **Scope of Work.** Grantor shall complete, or may cause Contractors to complete, the Project in the Permit Area only upon satisfaction of the following conditions, which are for the sole benefit of City:

- i. **Approval by RPD.** Grantor shall ensure the Project is completed in accordance with specifications approved in advance by RPD.
- ii. **Payment of Costs.** Grantor shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, including payment to the Contractors to complete the Project, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area. Grantor shall not commence work in the Permit Area unless and until it has certified to RPD in writing that it has adequate funds to complete all of the Project.
- iii. **Coordination with RPD.** Grantor shall coordinate with RPD's Project Manager to determine an appropriate start and finish date and time for Contractors to complete the Project that does not interfere with RPD's regular work, permits, and reservations in the Park. RPD shall establish the start and finish date in its sole discretion. Grantor shall not authorize Contractors to commence work until RPD has approved the start date(s) and time(s) in writing.
- iv. **Exercise of Due Care.** Grantor shall use, and shall cause Contractors to use, due care at all times to avoid any damage or harm to City's property and to native vegetation and natural attributes of the Permit Area. Grantor shall cause Contractors to take such soil and resource conservation and protection measures with the Permit Area as City may request. City shall have the right to approve and supervise any excavation work. Grantor shall ensure that under no circumstances shall Contractors damage, harm or take any rare, threatened or endangered species on or about the Permit Area. Grantor shall cause Contractors to do everything reasonably within its power, both independently and upon request by City, to prevent and suppress fires on and adjacent to the Permit Area attributable to Grantor's use hereunder.
- v. **Covenant to Maintain Permit Area.** In connection with its use hereunder, Grantor shall at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Permit Area may be affected by Grantor's or Contractors' activities hereunder.
- vi. **Restoration of Removal Area.** Immediately following completion of the Project, Grantor shall cause Contractors to remove all debris and restore the Permit Area to its condition immediately prior to Grantor's and Contractors' use hereunder, to the satisfaction of City.

vii. **Repair of Damage.** If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged by any of the activities conducted by Grantor or Contractors hereunder, Grantor shall immediately, at its sole cost, repair or cause Contractors to repair any and all such damage and restore or cause Contractors to restore the Permit Area or property to its previous condition.

d. **Restrictions on Use.** Grantor agrees that, by way of example only and without limitation, the following uses of the Permit Area by Grantor, Contractors, or any other person claiming by or through Grantor are inconsistent with the limited purpose of this Agreement and are strictly prohibited as provided below:

i. **Improvements.** Neither Grantor nor Contractors shall construct or place any temporary or permanent structures or improvements on the Permit Area, or alter any existing structures or improvements on the Permit Area, except for the Project.

ii. **Dumping.** Neither Grantor nor Contractors shall dump or dispose of refuse or other unsightly materials on, in, under or about the Permit Area.

iii. **Hazardous Material.** Grantor shall not cause, nor shall Grantor allow Contractors or any of its other Agents or Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Permit Area, or transported to or from the Permit Area. Grantor shall immediately notify City when Grantor learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Permit Area. Grantor shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Grantor, Contractors, or Grantor's other Agents or Invitees cause a release of Hazardous Material, Grantor shall, without cost to City and in accordance with all laws and regulations, return the Permit Area to the condition immediately prior to the release. In connection therewith, Grantor shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area.



iv. **Nuisances.** Neither Grantor nor Contractors shall conduct any activities on or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property or to the public.

v. **Damage.** Neither Grantor nor Contractors shall do anything about the Permit Area that will cause damage to any of City's property.

**3. Contractor Requirements.** Grantor shall, at its own expense and at no cost to the City, hire a Contractor approved by RPD to complete the Project. Grantor shall require Contractor and its agents to comply with the following requirements in performing work at the Park:

- i. Obtain any and all necessary City permits and comply with applicable laws including disability access laws and with required noticing procedures before closing any sidewalks.
- ii. Implement appropriate measures to ensure public safety while working in the Park, including, but not limited to, erecting safety barriers and caution signage and/or tape.
- iii. Pay its workers the prevailing rate of wage for the craft or classification of work performed.
- iv. Adhere to Occupational Safety & Health Administration standards related to the Project.
- v. Warrant and guarantee to the City that materials and equipment used for the Project will be first-class in quality and new, that the work will be free from defects and of the quality specified, and that the work will conform to the requirements of the contract documents.
- vi. Maintain at all times during its activities in the Park insurance described in the certificate attached hereto as **Exhibit C**, and to name the City and County of San Francisco and the Port of San Francisco, its officers, employees and agents as additional insureds. Before commencing any operations under this Agreement, Contractor(s) shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. Compliance with the provisions of this section shall in no way relieve or decrease Contractor's indemnification obligations under this Agreement or any of Contractor's other obligations hereunder.
- vii. Agree to the following indemnification provisions:
  - a) **General:** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively,

"Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including injury to or death of an employee of Contractor or its subcontractors or volunteers), expense and liability of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation and costs of investigation), that arise out of, pertain to or relate to, directly or indirectly, in whole or in part, the negligence, recklessness or intentional or willful misconduct of the Contractor, any subcontractor, or anyone directly or indirectly supervised by them or anyone that they control (collectively, "Liabilities").

(b) Limitations: No insurance policy covering the Contractor's work shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability for the sole negligence or intentional or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

(c) Copyright infringement: Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent right, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement.

**4. City Requirements.** Grantee shall comply with the following requirements as required by the Grantor. Modifications may be granted to comply with current COVID-19 regulations.:

(a) Site Preparation: RPD shall ensure that the Project site is safe for volunteers and children, which responsibility includes: 1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; 2) conducting up to two (2) utility checks as reasonably requested by Grantor with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the Grantor project manager who shall supervise the planning and installation of the equipment (the "Project Manager"); and 3) conducting up to two (2) soil site tests as reasonably requested by Grantor, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. RPD is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.

(b) Maintenance: Maintenance of the facility and supervision of its use is the sole responsibility of RPD. RPD shall collaborate with GRANTOR during the Project planning process to develop a maintenance program (a copy of which has been provided) for the playspace and shall maintain the equipment and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by RPD for any reason, then RPD promptly shall notify GRANTOR following its becoming aware of such situation and shall, at RPD's sole cost and expense, take such steps as may

be necessary to promptly and safely relocate the equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such equipment available to children in the same manner contemplated as of the Build Day and maintain (or permit RPD to maintain) such play equipment in accordance with the maintenance program. In addition, if applicable, RPD shall accept and maintain engineered wood fiber as play equipment safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playspace. Guidance and materials for the purpose of developing a maintenance plan for the playspace are available, upon request, from the play equipment and safety surfacing manufacturers.

- (c) Community Outreach: Pending COVID-19 related restrictions, RPD agrees to host a GRANTOR-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) youth. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process. Virtual "Design Day" is acceptable. In addition, RPD shall recruit 75 volunteers from the community to participate in a one-day installation event for the Project, which is referred to herein as the Build Day. RPD shall ensure that all volunteers sign a waiver (a copy of which has been provided). On the Build Day, RPD shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers. RPD shall ensure the well-being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
- (d) Signage: RPD shall allow the names of Grantor and the Funding Partner to be displayed on permanent signage (a copy of which has been provided), and shall be no greater than 24 inches wide by 24 inches tall and mounted on poles in a mutually agreed location. If applicable, RPD shall allow individual instructional signs to accompany the equipment.
- (e) Data and Reporting: RPD shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by Grantor to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by Grantor within 2 weeks from the Build Day and a 6-month survey provided by Grantor within 7 months from the Build Day.

**5. Indemnification.** Grantor shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person, including employees and agents of Grantor or Contractors, or loss of or damage to property, resulting directly or indirectly from negligence in performing any contracted activity conducted on or use of the Park by Grantor or its agents, employees, and volunteers, under this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except and to the extent where such loss, damage, injury, liability or claim is the result of the sole negligence or intentional or willful misconduct of the City, its officers, agents or employees.

City agrees to defend, indemnify and hold harmless Grantor, their officers, directors, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of City, its officers, employees and agents in connection with this Agreement, except those arising by reason of the sole negligence or intentional or willful misconduct of Grantor and/or Contractors, their officers, directors, employees and agents.

In the event of concurrent negligence of the City, including its officers, employees and agents, and Grantor, including its officers, directors, employees, agents and contractors, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

**6. Insurance.** Grantor shall maintain at all times during its activities in the Park insurance described in the certificate attached hereto as **Exhibit D**, and to name the City and County of San Francisco and the Port of San Francisco, its officers, employees and agents as additional insureds. Before commencing any operations under this Agreement, Grantor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. Compliance with the provisions of this section shall in no way relieve or decrease Grantor's indemnification obligations under this Agreement or any of grantor's other obligations hereunder.

**7. Public Relations.** RPD and Grantor shall use good faith efforts to cooperate on matters of public relations and media responses related to the Project. The Parties shall also use good faith efforts to cooperate with any inquiry by the other Party or by the public in regard to this Agreement. This Agreement, and any document between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act. In addition, Grantor agrees to comply with the requirements of Administrative Code Section 67.29-6, to provide a copy of all required reports and disclosures to RPD, and to provide all information requested by RPD, including without limitation information regarding the amounts and sources of funding and donor financial interest information, to enable RPD to comply with its disclosure obligations.

Any response to an inquiry by a news or community organization to RPD or Grantor in reference to the Project shall include a recommendation to contact the other Party. Neither Grantor nor RPD shall issue a press release in regard to this Project without providing prior notice to the other party. To facilitate the execution of this Section, the City and Grantor have each designated one person as a spokesperson with respect to this Project. All media contacts to RPD will be directed to the Director of Policy and Public Affairs at the address provided for RPD in Section 6 below. All media contacts to Grantor will be directed to at the address provided for in Section 6 below.

At a time and in a format to be determined by the Parties, RPD and Grantor may hold joint public ribbon cutting ceremonies at the completed sites. At any such event, the Parties shall participate on an equal basis. If RPD or Grantor holds any other event solely or largely dedicated to the Project such as a volunteer event, the Parties shall notify the other Party and allow that Party to participate on an equal basis. Materials and collateral for the Project shall be approved by RPD and Grantor.

Nothing in this Agreement shall prohibit Grantor or RPD from discussing this Agreement in response to inquiries from the public or the press.

## 8. Contacts/Notices

**RPD:** 501 Stanyan Street, San Francisco, CA 94117

RPD Media and Public Relations	RPD Project Manager	RPD Partnerships
Sarah Madland	Maria Durana	Daliah Khoury
sarah.madland@sfgov.org	maria.Durana@sfgov.org	daliah.khoury@sfgov.org
(415) 831-2740	(415) 298-7532	(415) 831-6897

**Grantor:** KABOOM! 4301 Connecticut Ave. NW, Ste ML-1, Washington, DC 20008

KABOOM! Chief Financial Officer
Gerry Megas
gmegas@kaboom.org
(650) 670-6130

**9. Final Acceptance.** Upon notice from Grantor that the Project is complete, in accordance with the approved plans, RPD shall, within 10 working days of such notice, perform a final inspection. Upon RPD's inspection and decision to accept the work, RPD will, no later than 5 days from such decision to accept the work prepare a letter of final acceptance (the "Acceptance Letter") addressed to Grantor. Upon receipt of the Acceptance Letter, Grantor shall immediately remove all of its property from the Park and shall repair, at Grantor's cost, any damage to the Park caused by such removal or caused by Grantor's activities in the Park, and shall restore the Park to its condition prior to completion of the Project undertaken by Grantor.

**10. Termination.** Either Party may terminate this Agreement if it provides the other Party written notice of that Party's failure to comply with a material term of this Agreement, and that Party does not cure the failure to the complaining Party's reasonable satisfaction within 30 days or such other reasonable timeframe mutually agreed to by the Parties in writing. However, section 5 (Indemnification) and section 6 (Insurance) shall survive termination.

## 11. Miscellaneous.

a. **Entire Agreement.** This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

b. **Compliance with Applicable Laws.** All actions described herein are subject to and must be conducted and accomplished in accordance with the City's charter, its municipal code, and all applicable state and federal laws, building codes and regulations. Grantor understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary

interest in the Permit Area and not as a regulatory agency with police powers. Nothing herein shall limit Grantor's obligations to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

c. **Approvals.** Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the General Manager of RPD or his or her designee in his or her sole and absolute discretion.


d. **Independent Relations.** Nothing herein contained shall be construed as creating the relationship of employer and employee between the City and Grantor or any of their respective agents or employees or Contractors. Grantor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it performs the duties required of it by the terms of this Agreement. Grantor has and hereby retains the right to exercise full control and supervision of its duties and full control of employment, direction, compensation and discharge of all persons assisting it in the performance this Agreement. Grantor will be solely responsible for all matters relating to payment and employment of employees, including compliance with social security, withholding and all other regulations governing such matters. Nothing set forth in this Agreement shall be deemed to render the City a partner in Grantor's business, or a joint venture or member in any joint enterprise with Grantor.

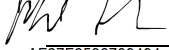
e. **No Third Party Beneficiaries.** Except as expressly provided, nothing contained in this Agreement shall create or justify any claim against the City or Grantor by any third person with respect to the performance of any duties or other projects being undertaken by Grantor or the City. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

f. **Amendments.** This Agreement may be amended or modified only in writing by the Parties. RPD General Manager, in consultation with the City Attorney, may execute such amendments on behalf of the City, provided the amendments are in the best interests of the City, do not materially increase the City's obligations or liabilities, are necessary or advisable to effectuate the purposes of the Project, and are in compliance with all applicable laws.

IN WITNESS WHEREOF, the undersigned have indicated their approval effective as of the respective dates set forth to their names.

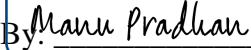
APPROVED:

DocuSigned by:  
  
D5C64EF4D6204A1...  
Gerry Megas, CFO  
KABOOM! Systems, Inc.  
4301 Connecticut Ave. NW Ste. ML-1  
Washington, DC 20008  
2/4/2021  
Date

DocuSigned by:  
  
AF27F6596709494...  
Phil Ginsburg, General Manager  
Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117  
2/3/2021  
Date

APPROVED AS TO FORM:

DENNIS J. HERRERA  
CITY ATTORNEY

DocuSigned by:  
  
By: Manu Pradhan  
0451C9DD9C264B2...  
Manu Pradhan  
Deputy City Attorney

- Attachments:
- Exhibit A: Permit Area
  - Exhibit B: Approved Scope of Work
  - Exhibit C: Contractor Insurance
  - Exhibit D: Grantor Insurance
  - Exhibit E: Port of San Francisco MOU

## EXHIBIT A PERMIT AREA



The proposed site is between the EcoCenter and the parking area by the newly established outdoor classroom or “stump circle” where kids already jump and balance on the existing stumps.



## **EXHIBIT B SCOPE OF WORK**

### **Design**

1. Facilitate an in-person or virtual "Design Day"
2. Prepare Preliminary Design Drawings based on community feedback and RPD guidance
3. Facilitate virtual community design share out and final feedback session
4. Prepare final design and construction documents

### **Construction**

1. Oversee site preparation and construction including:
  - a. Site Prep:
    - i. site evaluation, grubbing, grading, erosion control, and excavation
    - ii. accessible path installation
  - b. Construction Prep-Days:
    - i. excavation footings
    - ii. onsite chainsaw work
    - iii. onsite use of heavy equipment to aid in the installation of NEA elements (stumps/boulders)
  - c. Community Build Day
    - i. Installation of final elements with community volunteers
    - ii. Installation of mulch, side projects, sign and plants
2. Oversee participatory construction process that may include city or partner organization staff/volunteers as a hands-on learning opportunity.
3. Ensure onsite safety for staff and volunteers

## **EXHIBIT C CONTRACTOR INSURANCE**

Contractor will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

1. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
4. "Special Form" (All Risk) Builder's Risk Insurance on a replacement cost basis as follows. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders. The policy shall provide for no deduction for depreciation
5. Professional liability insurance, relevant to the contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services, including but not limited to design and architectural services, to be provided under this Agreement.
6. Environmental Pollution Liability: In the event that hazardous / contaminated material is discovered during the course of the work, and the Contractor or its subcontractors is required to perform abatement or disposal of such materials, then the Contractor, or its sub-contractor, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, contractor's pollution liability insurance with limits not less than \$1,000,000 each occurrence combined single limit (true occurrence form), including coverages for on-site or off-site third party claims for bodily injury and property damage.

Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- a. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- b. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**EXHIBIT D  
GRANTOR INSURANCE**

Grantor will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

A. Workers' Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.

B. Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 General Aggregate, Combined Single Limit for Bodily Injury and Property Damage.

Comprehensive General Liability policies shall be endorsed to provide the following:

A. Name as Additional Insured (except with respect to the professional liability and workers' compensation coverage) the City and County of San Francisco, its Officers, Agents, and Employees.

B. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.

**EXHIBIT E**  
**PORT OF SAN FRANCISCO MOU**

(attached)

## Nature Playspace

Heron's Head Park

KABOOM! Grant Budget Summary

<u>Description</u>	<u>In-Kind Amount</u>
Design and Consulting	\$25,000
Site Prep <ul style="list-style-type: none"><li>• Grubbing, clearing, drainage, grading, installation of screening paths</li><li>• Install EWF, mulch, soil</li><li>• Concrete work</li></ul>	\$60,000
Arborist crew for log work	\$60,000
Materials: <ul style="list-style-type: none"><li>• Engineered Wood Fibre</li><li>• Native Plants</li><li>• Boulders</li><li>• Low fencing for newly planted areas</li><li>• Safety Materials</li><li>• Concrete</li><li>• Storage Container during construction</li></ul>	\$40,000
Side Projects (mural, arts, community projects)	\$4,000
Travel	\$5,000
Community Engagement <ul style="list-style-type: none"><li>• Hire local non-profit to support community engagement (APRI)</li><li>• Stipend for youth lead participants</li><li>• Stipend for community adult planning committee members</li></ul>	\$10,000
<b>Total</b>	<b>\$204,000</b>



**City and County of San Francisco  
London Breed, Mayor**

**MEMORANDUM OF UNDERSTANDING M-16511  
BY AND BETWEEN  
THE SAN FRANCISCO PORT COMMISSION  
AND  
THE SAN FRANCISCO RECREATION AND PARKS DEPARTMENT  
REGARDING  
THE ECOCENTER FACILITY AT HERON'S HEAD PARK**

**First Amendment**

THIS FIRST AMENDMENT (this "First Amendment"), dated November 1, 2020 for reference purposes, is between the Recreation and Park Department ("**RPD**") and the San Francisco Port Commission ("**Port**"), each a department of the City and County of San Francisco ("**City**"), regarding the EcoCenter at Heron's Head Park.

**Recitals**

WHEREAS, Port and RPD have an existing Memorandum of Understanding M-16511 ("MOU") effective May 7, 2019, which allows the Port and RPD to provide educational and recreational programming at Heron's Head Park and operate the EcoCenter at Herons Head Park to serve as a community gathering space (See Port Commission Reso. 19-12 and RPD Reso 1904-007 approving the MOU, and;

WHEREAS, In the interest of providing additional amenities around the EcoCenter, the Port and RPD desire to modify the MOU on the terms and conditions set forth herein to increase the area under the MOU; allow the addition of a gathering, seating, and play area in the new area; and include maintenance obligations of RPD with respect to the new improvements; consistent with the existing MOU, costs and claims related to the new improvements will be RPD's responsibility, and;

WHEREAS, the MOU allows for amendment by the RPD General Manager and Port Executive Director, in consultation with the City Attorney, on behalf of their respective departments, provided the amendments are in the best interests of their respective departments, do not materially increase the obligations or liabilities of their respective departments, are necessary or advisable to effectuate the purposes of this MOU, and are in compliance with all applicable laws and RPD General Manager and Port Executive Director have determined that this First Amendment meets the specified criteria.

**NOW, THEREFORE,** the Port and RPD agree to amend the MOU as follows:

**1. Article 2. Premises**

The MOU governs Port and RPD operations at the EcoCenter and within the approximately 6,058 sq. ft. portion of Heron's Head Park immediately surrounding the EcoCenter referred to in the MOU as the "**Premises**" as currently shown in *Exhibit A* to the existing MOU. The Port and RPD agree to revise the Premises to include an additional approximately 4,200 square feet of area around the EcoCenter, in its "as is" condition as further described in the third paragraph of Article 2 of the MOU. The revised Premises under the MOU, including 4,200 sq. ft. expansion, is shown in *Exhibit A-1* to this Amendment. *Exhibit A-1* shall replace *Exhibit A* for all purposes under this MOU.

**2. Article 6. Permitted Use.**

The Permitted Use shall include the installation of natural materials to be used for gathering, seating, and play area, subject to Port's approval as to design and Port building permit.

**3. Article 8. Maintenance; Surrender of Premises**

The parties' respective operation and maintenance obligations under the MOU are currently generally described in Article 8 and more specifically in the Building Systems Obligation Plan attached as *Exhibit C* to the MOU. The Port and RPD wish to clarify and update their respective obligations with respect to the EcoCenter and the outdoor areas within the Premises, including the additional areas and improvements added under this First Amendment. Accordingly, *Exhibit C* is replaced with *Exhibit C-1. "Operation and Maintenance Obligations"* attached hereto.

Unless Port requires removal, all improvements to the Premises made by RPD, including the gathering, seating, and play area described in the First Amendment, will become the property of Port upon expiration or earlier termination of this MOU at no cost to Port. If Port requires removal, RPD shall perform the removal and all restoration made necessary by such removal prior to the expiration or earlier termination of this MOU. If termination occurs upon expiration of the term of this MOU (5/7/28) then RPD shall give Port at least 180 days' notice of intention to terminate and Port shall give RPD at least 120 days' notice of requirement to remove the improvements.

**4. MISCELLANEOUS.** This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this First Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. In the event of any inconsistencies between the terms of this First Amendment and the MOU, the terms of this First Amendment shall prevail.

**5. FULL FORCE AND EFFECT.** Except as specifically amended by this First Amendment, the terms and conditions of the MOU shall remain in full force and effect. Terms used and not defined in this First Amendment shall have the meanings assigned to such terms in the MOU.



6. **EFFECTIVE DATE.** This First Amendment shall become effective on the date of full execution.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date written below.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through the SAN FRANCISCO PORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through the SAN FRANCISCO RECREATION AND PARK DEPARTMENT

DocuSigned by:  
By: Elaine Forbes  
ELAINE FORBES  
Executive Director  
Port of San Francisco  
Park Department

DocuSigned by:  
By: Phil Ginsburg  
PHIL GINSBURG  
General Manager  
San Francisco Recreation and

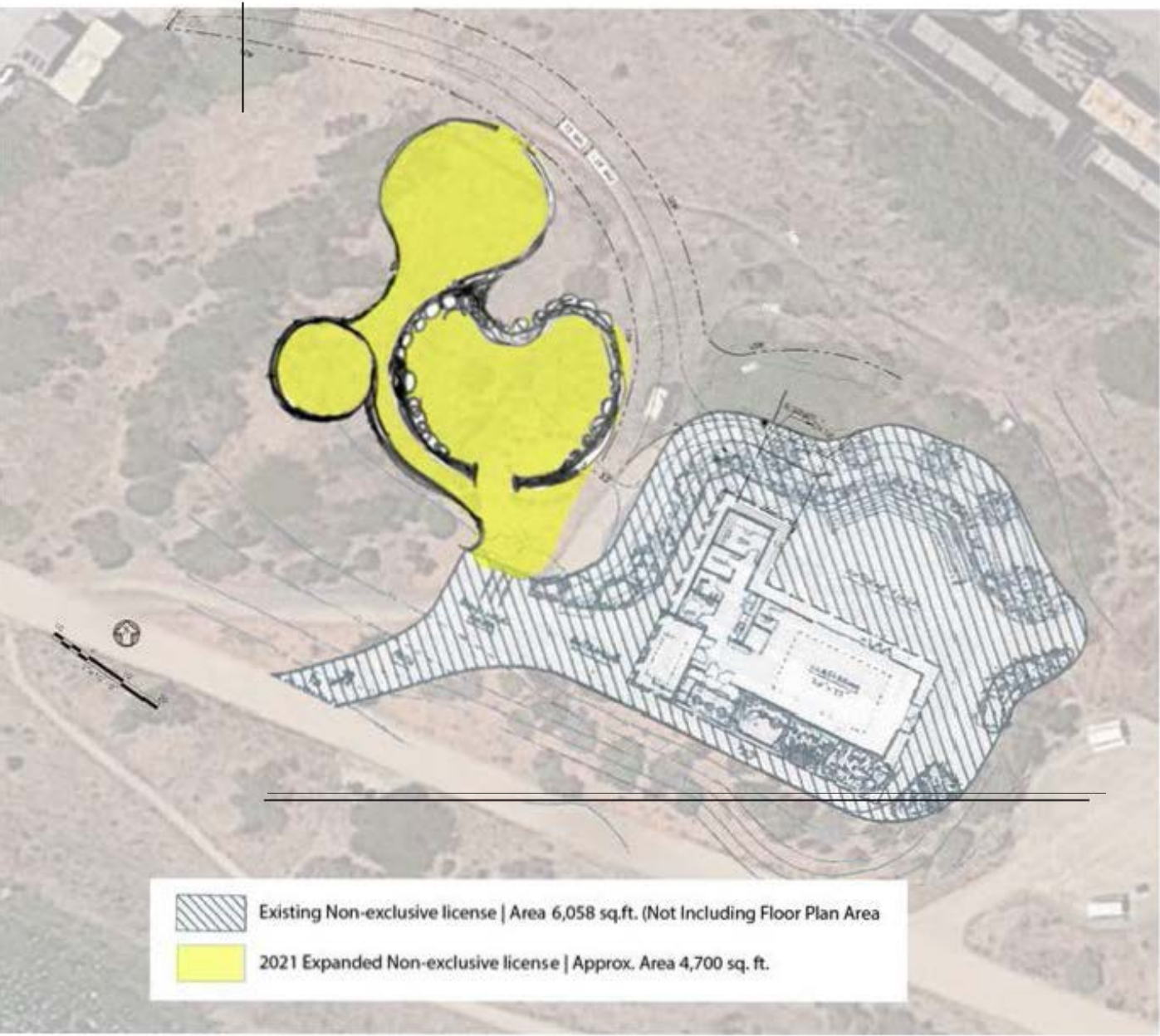
Date Signed: 11/24/2020

Date Signed: 11/17/2020

REVIEWED:  
**DENNIS J. HERRERA, City Attorney**

DocuSigned by:  
By: Rona H. Sandler  
Rona H. Sandler Deputy City Attorney

MOU Prepared By: LB (initial)



Existing Non-exclusive license | Area 6,058 sq.ft. (Not Including Floor Plan Area)



2021 Expanded Non-exclusive license | Approx. Area 4,700 sq. ft.

## **Exhibit C-1. Operation and Maintenance Obligations**

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### **EcoCenter Building**

The OWTS is and will continue to be operated, maintained, monitored, and managed by the Port. The Port's employs, and shall continue to employ, the following qualified personnel to operate, maintain, and monitor the performance of the OWTS:

- A maintenance technician certified by the manufacturer to service the OWTS with at least 5 years of relevant experience working on similar systems
- A registered professional engineer with at least 3 years of relevant experience operating, maintaining, and monitoring the performance of similar systems
- An SFDPH-certified laboratory to collect and analyze the samples required by the permit
- Licensed plumbers and electricians to perform routine inspections and maintenance and emergency repairs, as required

All Port personnel, including its contractors, will be appropriately trained in the health and safety protocols and procedures associated with their assigned activities. [Table 1](#) identifies the Port personnel, including contractors, currently tasked with the OM&M of the OWTS. The table will be posted in the EcoCenter office for staff reference and made available to all staff working at the facility. The Port will update [Table 1](#) and provide the updated table to EcoCenter staff anytime changes in personnel occur.

[Table 2](#) summarizes the roles and responsibilities for all Port personnel, including contractors, associated with the OM&M of the OWTS.

### **Outdoor area under MOU**

The Premises include the approximately 10,260 square foot area surrounding the EcoCenter as shown in Exhibit A-1 to Amendment No.1 to M-16511. The Premises include the approximately 6,060 square foot outdoor area with San Francisco native plant landscaping and the approximately 4,200 square foot expansion area, within which RPD will install and maintain a "nature play area" comprised of natural materials such as wood and rocks to be used for public access, passive recreation, and unstructured play. RPD will, at its sole cost and expense, maintain, repair, and replace landscaping and other improvements or alterations within the Premises to ensure that the Premises are in safe condition and state of good repair. The Port is not obligated to make any repair, replacement or maintenance of any kind to the landscaping, improvements, or alterations within the Premises. In the event that damage or deterioration of the improvements that are RPD's obligation to maintain results in conditions that do not meet the Port's standard of maintenance for the permitted uses of the Premises, then RPD will have the full and independent responsibility to maintain or repair of the improvements.

RPD is informed of the location of underground irrigation lines around the perimeter of the area subject to M-16511. RPD will protect these lines from damage and will be responsible to promptly repair and damage caused by its installation, maintenance, repair, or use of the improvements within the area subject to M-16511.

**Table 1. Wastewater Treatment System Operations & Maintenance: Roles and Responsibility Summary**

Role	Responsibility
Lead Regulator: San Francisco Department of Public Health	Ensures safe and proper operation of the OWTS. Verify compliance with the performance objectives specified in the Port's permit.
Owner: Port of San Francisco	Operates, maintains, monitors, and manages the OWTS. OM&M personnel will notify the Lead Regulator of any malfunctions.
Lessee and Lessee's Onsite Representative: RPD and EcoCenter staff	Suspends use of the public restrooms and sinks when effluent from OWTS is out of compliance.
Maintenance Technician: Under contract to Port	Performs quarterly inspections and maintenance activities and emergency repairs, as required.
Lead Engineer: Under contract to Port	Monitors performance of the OWTS. Submits monthly and annual reports to SFDPH. Provides guidance for operation, maintenance, monitoring, and management.
Assistant Engineer: Under contract to Port	Performs routine inspections and maintenance and emergency repairs, as required. Prepares monthly and annual reports.
Laboratory Lead: Under contract to Port	Provides laboratory reports containing analytical results for collected samples.
Laboratory Sampling Technician: Under contract to Port	Collects weekly samples from OWTS sampling point SP1 and SP2.
Maintenance Coordinator: Port staff	Schedules and coordinates maintenance activities and repairs.
Plumber: Port staff	Performs monthly inspections and maintenance activities and emergency plumbing repairs, as required
Electrician: Port staff	Performs routine inspections and maintenance and emergency electrical repairs, as required.

Notes:

OM&M = operation, maintenance, and monitoring

OWTS = onsite wastewater treatment system

SFDPH = San Francisco Department of Public Health.

SP1 = sample point 1

SP2 = sample point 2

**Table 2. Personnel Identification**

Role	Name	Title	Agency/Company	Email
Lead Regulator	Mina Mohammadi	Epidemiologist	SFDPH	<a href="mailto:mina.mohammadi@sfdph.org">mina.mohammadi@sfdph.org</a>
Owner	Port of San Francisco: Monico Corral	Property Manager	Port of San Francisco	<a href="mailto:monico.corral@sfport.com">monico.corral@sfport.com</a> 415.274.0413 office 415.819.5823 cell
Owner	Port of San Francisco: Carol Bach	Environmental and Regulatory Affairs	Port of San Francisco	<a href="mailto:carol.bach@sfport.com">carol.bach@sfport.com</a> 415.274.0568 office 415.819.8065 cell
Operator	Brenda Cartagena	Youth Volunteer Services Manager	SF Rec and Park	415-218-9558
Operator's On-Site Representative	Tracy Phan	Senior Program Coordinator	SF Rec and Park	415-860-3242
Wastewater System Maintenance Technician	Nick Johnson		Innovative Systems	<a href="mailto:nickj@comcast.net">nickj@comcast.net</a>
Lead Engineer	John Sourial	Senior Project Manager	ETIC Engineering	<a href="mailto:john.sourial@eticeng.com">john.sourial@eticeng.com</a> 925.602.4710 office 415.559.8232 cell
Laboratory Lead	Yeggie Dearborn	Laboratory Director	Cel Analytical, Inc.	<a href="mailto:yeggie@celanalytical.com">yeggie@celanalytical.com</a>
Laboratory Sampling Technician	Steven Tan	Laboratory Technician	Cel Analytical, Inc.	<a href="mailto:steven@celanalytical.com">steven@celanalytical.com</a>
Port Maintenance Coordinator	Patricia Marquez-Ramirez	Maintenance Planner	Port of San Francisco	<a href="mailto:patricia.marquez-ramirez@sfport.com">patricia.marquez-ramirez@sfport.com</a>
Lead Plumber	Dave Rauenbuehler	Plumber Supervisor	Port of San Francisco	<a href="mailto:dave.rauenbuehler@sfport.com">dave.rauenbuehler@sfport.com</a> 415.597.7918 415.850.7295 (emergency)
Lead Electrician	Mike Hastings	Electrician	Port of San Francisco	<a href="mailto:Michael.hastings@sfport.com">Michael.hastings@sfport.com</a> 415-597-7915 415-819-5579

**RECREATION AND PARK COMMISSION**  
**City and County of San Francisco**  
**Resolution Number 2011-006**

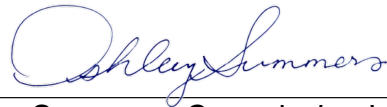
**ACCEPTANCE OF GRANT**

**RESOLVED**, This Commission does recommend that the Board of Supervisors accept and expend an in-kind grant valued at above \$100,000 from KABOOM! for the design and installation of a nature exploration area at Heron's Head Park.

Adopted by the following vote

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on November 19, 2020.



---

Ashley Summers, Commission Liaison



# Nature Playspace

## At Heron's Head Park

Budget & Finance Committee  
March 24, 2021



# Proposal for Nature Exploration Area @ Heron's Head



# Heron's Head Park | Proposed Site



**Site**  
Approx 5,000 sq.ft.  
Proposed site includes a fenced in area currently inaccessible to the public. Fencing will be removed as part of the irrigation systems project



# Heron's Head Park - Concept Sketch



**GATHER** | seating area to kick off EcoCenter programs and serve as outdoor community gathering space nestles among taller brush.



**PLANTS** | Native-plants selected to promote exploration with the 5 senses through color, texture and smell.



**CREATE** | Space filled with loose parts such as tree cookies, branches and pinecones to inspire building & creativity



**PLAY** | Area with large stumps and boulders to encourage movement, climbing, balance and action.

# Partners & Timeline



**Donor:** KABOOM!, a national nonprofit that works to end playspace inequity. KABOOM! amplifies the power of communities to build inspiring playspaces that spark unlimited opportunities for every kid, everywhere.

KABOOM! has collaborated with Kaiser Permanente to provide funding for this project.

**Community Partners:** APRI, BMagic, Literacy for Environmental Justice, Parks Rx / Third Street Youth, Feline Finesse, YMCA of San Francisco, the Port of San Francisco, San Francisco Children & Nature.

## Timeline:

- April: Planning & Outreach, Community Design
- Mid May: Review Concept Design
- Mid June: Design Finalized
- Fall 2021: Construction
- TBD: Community Event to celebrate new Nature Exploration Area





London N. Breed, Mayor  
Philip A. Ginsburg, General Manager

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Daliah Khoury, Deputy Director of Development  
**DATE:** February 3, 2021  
**SUBJECT:** Accept and Expend Resolution for In-kind Grant  
**GRANT TITLE:** Nature Playspace at Heron's Head Park - \$204,000

---

Attached please find each of the following:

Proposed grant resolution; original signed by Department, Controller

Grant information form, including disability checklist

Grant budget

Grant award letter from funding agency or Grant Agreement

Other (Explain):

**Special Timeline Requirements:**

---

**Departmental representative to receive a copy of the adopted resolution:**

Name: Daliah Khoury

Phone: (415) 831-6897

Interoffice Mail Address: RPD, McLaren Lodge, 501 Stanyan Street

Certified copy required Yes

No

**(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).**

# Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor  inquiries"
- 5. City Attorney Request.
- 6. Call File No.  from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.**

Sponsor(s):

Walton

Subject:

Accept and Expend In-Kind Grant – Nature Playspace – \$204,000]

The text is listed:

Resolution authorizing the San Francisco Recreation and Park Department (RPD) to accept and expend an in-kind grant of \$204,000 from KABOOM! for the design and construction of a nature playspace at Heron’s Head Park.

Signature of Sponsoring Supervisor: /s/ Shamann Walton

For Clerk's Use Only