



**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

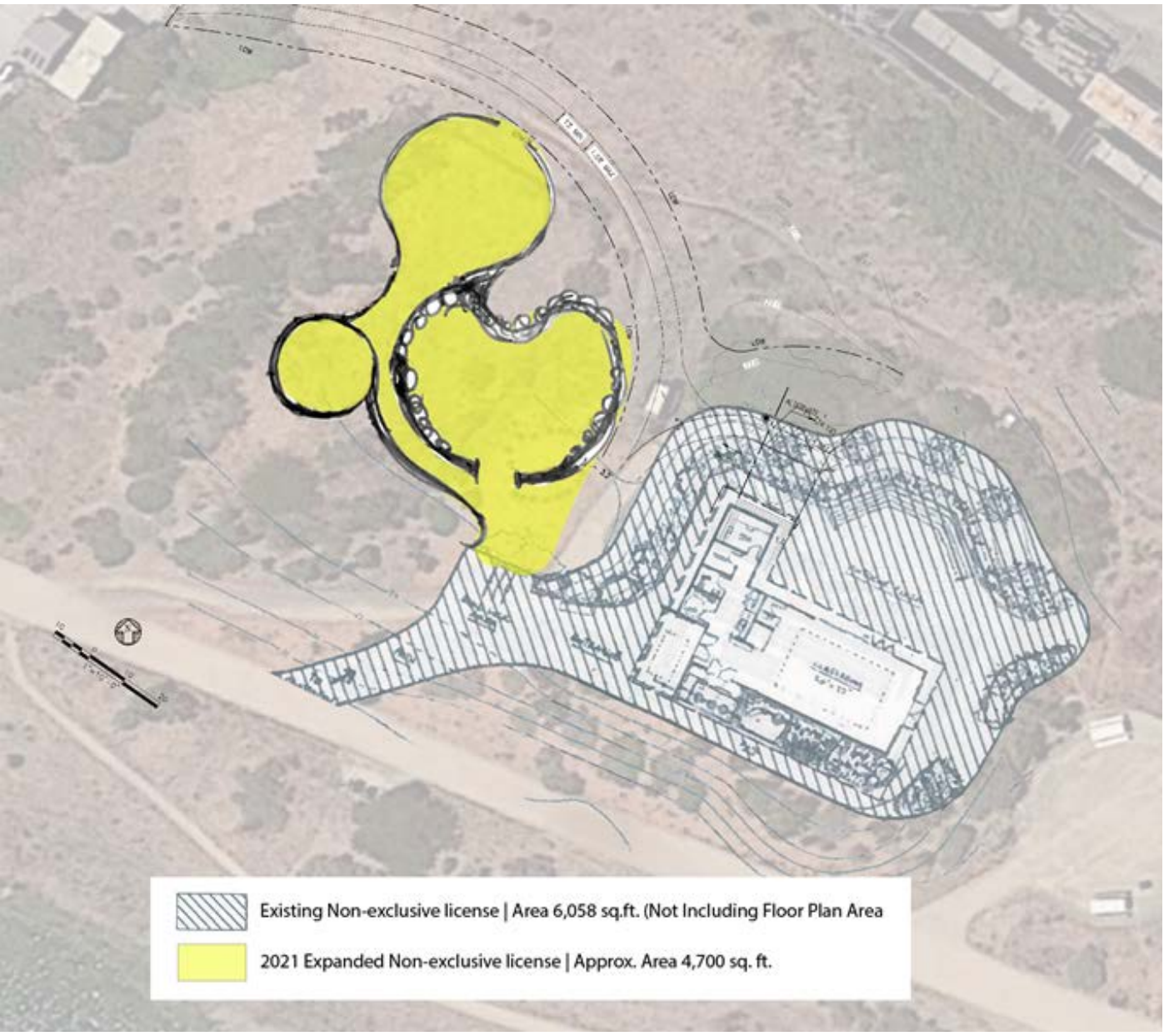
Date Signed: 11/24/2020

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

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	mina.mohammadi@sfdph.org
Owner	Port of San Francisco: Monico Corral	Property Manager	Port of San Francisco	monico.corral@sfport.com 415.274.0413 office 415.819.5823 cell
Owner	Port of San Francisco: Carol Bach	Environmental and Regulatory Affairs	Port of San Francisco	carol.bach@sfport.com 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	nickj@comcast.net
Lead Engineer	John Sourial	Senior Project Manager	ETIC Engineering	john.sourial@eticeng.com 925.602.4710 office 415.559.8232 cell
Laboratory Lead	Yeggie Dearborn	Laboratory Director	Cel Analytical, Inc.	yeggie@celanalytical.com
Laboratory Sampling Technician	Steven Tan	Laboratory Technician	Cel Analytical, Inc.	steven@celanalytical.com
Port Maintenance Coordinator	Patricia Marquez-Ramirez	Maintenance Planner	Port of San Francisco	patricia.marquez-ramirez@sfport.com
Lead Plumber	Dave Rauenbuehler	Plumber Supervisor	Port of San Francisco	dave.rauenbuehler@sfport.com 415.597.7918 415.850.7295 (emergency)
Lead Electrician	Mike Hastings	Electrician	Port of San Francisco	Michael.hastings@sfport.com 415-597-7915 415-819-5579