

STATE OF CALIFORNIA  
State Coastal Conservancy**GRANT AGREEMENT**

Grant - Rev 11/20

AGREEMENT NUMBER <b>21-007</b>	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>94-6000417</b>	

THIS AGREEMENT is entered into this 16th day of December, 2021 in the  
State of California, by and between:

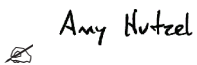


AGENCY State Coastal Conservancy	and
GRANTEE'S NAME San Francisco Recreation and Park Department	

**I. SCOPE OF AGREEMENT**

Pursuant to Chapter 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to San Francisco Recreation and Park Department ("the grantee") a sum not to exceed \$500,000 (five hundred thousand dollars) ("funds"), subject to this agreement.

*(Continued on the following pages)*

The provisions on the following pages constitute a part of this agreement.  
This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA		GRANTEE			
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) San Francisco Recreation and Park Department			
BY (Authorized Signature) 		BY (Authorized Signature) 			
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzal, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Philip Ginsburg, General Manager			
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 <sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 501 Stanyan St. San Francisco, CA 94117 Phone: (415) 831-2700			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$500,000.00	PROGRAM/CATEGORY Local Assistance/Other Capital Outlay		FUND TITLE/PROP NO. Safe Drinking Water,...(Prop 84)/CTF-MTC PCA		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-605100008(E)(B0622) = \$426,000.00 3760-801-802900001(Q) = \$74,000.00	CHAPTER 0006 224	STATUTE 2020 2004	FISCAL YEAR 20/21 04/05	
TOTAL AMOUNT ENCUMBERED TO DATE \$500,000.00	PROJECT NAME Bay Area Ridge Trail: Twins Peaks Improvement Project				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF <u>ACCOUNTING</u> OFFICER 			DATE 12/16/2021		

I certify that this  
agreement is exempt  
from Department of  
General Services'  
approval.

*Erlinda Corpuz*

Erlinda Corpuz  
Procurement and  
Contracts Manager

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 2

The grantee shall use the funds to complete the following project (“the project”) at Twin Peaks in the City and County of San Francisco, as shown on Exhibit A, which is incorporated by reference and attached.

The project consists of realigning and improving approximately 1226 linear feet of the existing trail network at Twin Peaks in San Francisco County, which includes sections of the Bay Area Ridge Trail, in order to control erosion, increase public safety, restore native plants, and provide interpretive and directional signs. Improvements will be restricted to two trail segments, Segments 9 and 5. Improvements to Segment 9 involve replacing deteriorating wood steps throughout the segment with longer-lasting box steps, eliminating social trails, providing erosion control measures, restoring native plants, and providing wayfinding signage. Improvement to Segment 5 will involve regrading and realign the switchback on Segment 5 and installing box steps in appropriate areas.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide \$1,000,000 and any funds beyond those granted under this agreement that are needed to complete the project.

## **II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT**

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The Recreation and Park Commission of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“the Executive Officer”) has approved in writing:
  - a. A work program for the project, as provided in section “VI. WORK PROGRAM.”
  - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in section “VII. SIGNS AND ACKNOWLEDGMENT.”

All contractors that the grantee intends to retain in connection with the project.

3. The grantee has provided written evidence to the Conservancy that:
  - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 3

- b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section "XVI. INSURANCE."

### **III. ADDITIONAL GRANT CONDITION[S]**

Approximately \$74,000 of the grant funds provided under this grant agreement are provided through a Master Funding Agreement between the Conservancy and the Bay Area Metropolitan Transportation Commission (MTC). To assist the Conservancy in compliance with this agreement, the grantee shall comply with the following.

Grantee will suspend work when instructed by the Conservancy that a dispute exists between the Conservancy and MTC requiring suspension work pending resolution of the dispute.

1. In connection with the INSURANCE section below. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.
2. Grantee agrees to indemnify, defend, and hold harmless MTC, its Commissioners, representative, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of grantee, its officers, employees or agents, or subconsultants or any of them in connection with this agreement.
3. Grantee shall permit MTC and MTC's authorized representatives to have access to grantee's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this agreement. Grantee shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for (a) three (3) years following final payment to grantee, (b) four (4) years following the fiscal year of last expenditure under this Agreement; or (c) until completion of any litigation, claim or audit, whichever is longest. Such permission shall extend to books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement of the grantee's contractors and subcontractors, if any. If applicable, should MTC request access to the construction site and related field operations, MTC shall provide reasonable notice to grantee, and grantee shall provide access as it deems reasonable and safe, subject to the rights of the property owner if such owner is not grantee.
4. No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, et seq., direct or indirect, in this Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 4

employers. Accordingly, grantee further covenants that it has made a complete disclosure to MTC and the Conservancy of all facts of which grantee is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC or the Conservancy

#### **IV. TERM OF AGREEMENT**

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in section “II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT.” This agreement may be signed electronically using a process specified by the Conservancy.

This agreement shall run from its effective date through December 30, 2043 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by December 30, 2023 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 30, 2024.

The grantee, in reliance on the grant authorization, has undertaken work for the project commencing on June 1, 2021, prior to the effective date of this agreement. The work was done at grantee’s risk and without the Conservancy’s obligation to disburse funds to the grantee for such work. Notwithstanding the foregoing, if the Conservancy determines such work was necessary to timely completion of the project and was done in a manner consistent with the terms of this agreement, the Conservancy may, in its sole discretion, reimburse the grantee for the costs of such work. All project work undertaken prior to the effective date of this agreement for which the Conservancy reimbursed the grantee will be subject to all terms of this agreement.

#### **V. AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its May 27, 2021 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Work under this agreement is also funded through a grant from the Bay Area Metropolitan Transportation Commission.

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 5

## Standard Provisions

### **VI. WORK PROGRAM**

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications that have been certified by a licensed architect or registered engineer or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans with Conservancy staff, on-site if feasible.

### **VII. SIGNS AND ACKNOWLEDGMENT**

Prior to beginning the project, the grantee shall submit, for review and written approval by the Executive Officer, a plan for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The plan shall commit the grantee to install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo and directing the public to the project. The Conservancy shall provide to the grantee specifications for the signs. In addition to signs acknowledging Conservancy assistance, the grantee shall install and maintain Bay Area Ridge Trail emblems on the real property and on all other real property interests controlled, maintained or managed by the grantee that are deemed by the Conservancy to be existing segments of the Bay Area Ridge Trail. Emblem locations shall be determined by the grantee in consultation with the Conservancy. The grantee sign plan shall describe the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The grantee shall implement the approved

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 6

signs and acknowledgment plan. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

### **VIII. COSTS AND DISBURSEMENTS**

When the Conservancy determines that all conditions in section “II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT” have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee’s satisfactory progress under the approved work program, and upon the grantee’s submission of a “Request for Disbursement” form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee’s satisfactory completion of construction and compliance with section “X. PROJECT COMPLETION,” and upon the Conservancy’s acceptance of the project.

Hourly rates billed to the Conservancy shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. Except for rates for operating a private vehicle, the Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed “Request for Disbursement” form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 7

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

#### **IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

#### **X. PROJECT COMPLETION**

Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section "IV. TERM OF AGREEMENT" that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.



San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 8

2. Documentation that signs are installed as required by section “VII. SIGNS AND ACKNOWLEDGMENT.”
3. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.
4. A final inspection report by a licensed architect or registered engineer or the grantee’s Public Works Director, and a copy of “as built” drawings of the completed project.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project and release the withhold amount pursuant to section “VIII. COSTS AND DISBURSEMENTS.” The project shall be deemed complete as of the date of the letter.

#### **XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with thirty days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.



San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 9

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

## **XII. OPERATION AND MAINTENANCE**

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

## **XIII. MITIGATION**

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

## **XIV. INSPECTION**

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area during normal hours of operation to ascertain compliance with this agreement.

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 10

## **XV. INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this section “XV. INDEMNIFICATION AND HOLD HARMLESS” will survive termination of this agreement.

## **XVI. INSURANCE**

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors’ procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee’s participation in a “risk management” plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 11

- a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
  - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Worker’s Compensation and Employer’s Liability: Worker’s compensation as required by law and Employer’s Liability of no less than \$1,000,000 per accident for bodily injury or disease.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
  - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
  - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 12

volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - i. The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
  - ii. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
  - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 13

8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

## **XVII. AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, “required records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction, implementation, etc. of the project, and the use, management, operation and maintenance of the real property

The Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee’s premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the California State Auditor during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

## **XVIII. COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 14

### **XIX. NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

### **XX. AMERICANS WITH DISABILITIES ACT**

By signing this agreement, grantee certifies that the project is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

### **XXI. PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 15

This agreement is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code section 1771.5(b). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.]

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018)*, available from the Conservancy on request; provided, that this publication is for grantee’s informational purposes only, and shall not be construed as legal advice to the grantee on whether the grantee’s project is subject to prevailing wage laws.

## **XXII. DRUG-FREE WORKPLACE**

The grantee’s signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person’s or organization’s policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.



San Francisco Recreation and Park Department  
Grant Agreement No. 21-007  
Page 16

**XXIII. INDEPENDENT CAPACITY**

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

**XXIV. ASSIGNMENT**

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

**XXV. TIMELINESS**

Time is of the essence in this agreement.

**XXVI. EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

**XXVII. AMENDMENT**

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

This map illustrates the San Francisco Bay Area, highlighting various counties and their associated conservation areas. The counties shown include Mendocino, Sonoma, Napa, Solano, Contra Costa, Alameda, San Francisco, San Mateo, Santa Clara, Santa Cruz, and San Benito. Key conservation areas such as Lake Sonoma Wildlife Area, Knoxvill Wildlife Area, Cedar Roughts ACEC, Lake Berryessa, Grizzly Island Wildlife Area, Mount Diablo SP, Los Vaqueros Watershed, and Henry W. Coe SP are marked. Major cities like San Francisco, Oakland, Berkeley, San Jose, and San Diego are also indicated. A callout box labeled 'Twin Peaks Trail Improvement Project' points to a specific location near San Francisco.

Exhibit B  
COASTAL CONSERVANCY

Staff Recommendation  
May 27, 2021

**BAY AREA RIDGE TRAIL: TWIN PEAKS IMPROVEMENT PROJECT**

Project No. 20-049-01  
Project Manager: Virgilio Cuasay

**RECOMMENDED ACTION:** Authorization to disburse up to \$500,000, including \$74,000 in funds from the Metropolitan Transportation Commission, to the San Francisco Recreation and Park Department to realign and improve the existing trail network at Twin Peaks in San Francisco County, part of the Bay Area Ridge Trail alignment, to control erosion, increase public safety, restore native plants, and provide interpretive and directional signs.

**LOCATION:** City and County of San Francisco

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**EXHIBITS**

Exhibit 1: [Project Location Map](#)

Exhibit 2: [Regional and Project Area Maps](#)

Exhibit 3: [Photos](#)

Exhibit 4: [Project Support Letters](#)

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**RESOLUTION AND FINDINGS**

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed five hundred thousand dollars (\$500,000), including \$74,000 in funds from the Metropolitan Transportation Commission, to the San Francisco Recreation and Park Department ("the grantee") to realign and improve the existing trail network at Twin Peaks in San Francisco County, which is part of the Bay Area Ridge Trail, in order to control erosion, increase public safety, restore native plants, and provide interpretive and directional signs (Exhibit [1](#)).

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

### Exhibit B

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.
3. A plan for acknowledgment of Conservancy funding.

#### Findings:

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 4.5 of Division 21 of the Public Resources Code, regarding the San Francisco Bay Area Conservation Program.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.

## **STAFF RECOMMENDATION**

### **PROJECT SUMMARY:**

Staff recommends the Conservancy authorize a \$500,000 grant, including \$74,000 in grant funds from the Metropolitan Transportation Commission (MTC), to the San Francisco Recreation and Park Department (RPD) for realigning and improving a total of 1226 linear feet of the existing trail network at Twin Peaks in San Francisco County, which includes sections of the Bay Area Ridge Trail, in order to control erosion, increase public safety, restore native plants, and provide interpretive and directional signs.

Twin Peaks is one of the most popular sites in San Francisco (City) and offers a rare 360-degree view of the City from its elevation of 922 feet. The Ridge Trail runs through the park and shares alignments with multiple segments of the larger trail Twin Peaks Trail System, including Segments 5 and 9 (Exhibit [2, red highlighted area](#)) which are being proposed for improvement. The park's network of trails links the Ridge Trail to the Creeks-to-Peaks trail network (Exhibit [2](#)) and provides access to the actual ridgeline.

Heavy use from both locals and visitors alike has caused wear and tear (Exhibit 3) on the trail system, leaving certain areas in a state of decline. Segment 9 (Exhibit [2](#)), the portion of the heavily used main trail spine, which runs between the northern (Eureka) and southern (Noe) peaks, was constructed 20 years ago by the San Francisco Conservation Corps. In areas where the alignment runs perpendicular to the steep grade (Exhibit [3](#)), visitors have opted for social trails that create erosion problems and threaten the area's natural resources. Eroded soils from these social trails also create slip hazards. Segment 5 (Exhibit [2](#)) was developed by volunteers in 2016 who wanted to create a better connection between Noe Peak and the Mission Blue Butterfly Trail by creating a rough switchback trail which moved trail users away from a hairpin turn on Twin Peaks Blvd. Due to lack of funding, this trail segment was not constructed with sufficient safety and access requirements.

Conservancy funding will be used to improve Segment 9, an official Ridge Trail alternative route for hikers, by replacing the existing deteriorating wood steps (Exhibit [3](#)) with longer-lasting box steps, eliminating social trails, providing erosion control measures, restoring native plants, and providing wayfinding signage. Funding will also be used to regrade and realign the



## Exhibit B

switchback on Segment 5, including installing box steps in appropriate areas. In addition to the potential ecological benefits of undertaking this work, visitors will be rewarded with safer access to the trail system. Retiring the social trails that have formed at both trails from poor design will direct visitors to stay on the path, avoiding road and terrain hazards.

**Site Description:** The project is located within the 20-acre open space area of the Twin Peaks, one of the most visited sites in San Francisco. At an elevation of 922 feet, the site features a 360-degree view of the entire city and surrounding areas, including the Marin Headlands, Angel Island, and the San Bruno Mountains. Fog regularly covers the area during summers, creating a range of microclimates for native plant and animal species (Exhibit 3). Coastal sage shrub, coyote brush, California sagebrush, and sticky monkey-flower can be found scattered throughout the dryer, south-facing slopes. These shrub-rich habitat patches are home to the white-crowned sparrow, lizards, rodents, and coyotes. The seaward slopes are lush in comparison with elderberry shrubs, arroyo willow, *Dudleya* succulents, and coast rock cress. Salamanders, songbirds, red, and grey foxes can be found within this habitat. The ridge tops feature rocky grasslands which are home to three species of lupine that provide habitat for the federally listed endangered Mission Blue Butterfly. The 5,621 linear foot Twin Peaks Trail System is situated within this space. The Trail System aligns with the Bay Area Ridge Trail near the two peaks and gives hikers access coming from Mt. Sutro Open Space to the North and Stern Grove from the Southwest (Exhibit 2). Creeks-to-Peaks Trail users coming from Glen Canyon Park have Southern access.

**Grant Applicant Qualifications:** The San Francisco Recreation and Park Department (RPD) is the grant applicant and is responsible for overseeing the operation of 220 parks and recreation facilities in San Francisco, including the Twin Peaks open space and trails. The RPD has an operations and capital budget of \$203.7 million and approximately 1,000 staff. The RPD has expertise in environmental planning, natural resource management, trail construction, habitat restoration, environmental education, and volunteer coordination. Since 2008, several trail projects have been completed in the City by RPD include the McLaren Park Connector Trail, Glen Canyon Trail System, the Creek-to-Peaks Portola and Mission Blue Butterfly Trails, and the Twin Peaks Eureka Peak among others.

**Project History:** The vision for the Bay Area Ridge Trail is a 550-mile multi-use (serving hikers, mountain bicyclists and equestrians), continuous trail that rings San Francisco Bay high on the ridgeline. Under the leadership of the Conservancy and the Bay Area Ridge Trail Council (BARTC), and supported by a diverse group of project participants, the Ridge Trail creates an interconnected system of open space and trails that provides recreational opportunities and scenic views to the public. Begun almost 30 years ago, over 390 miles of trail are now dedicated and/or open to the public in all nine Bay Area counties.

In 2011, a public engagement process brought about a detailed trail log that informed further action as part of the RPD's larger effort to improve the Twin Peaks Trail System. Optimal approaches to handle street crossings within the trail system were identified through input from the San Francisco Municipal Transportation Agency and San Francisco Public Works. Ongoing improvement efforts resulted in Bay Area Priority Conservation Area (Round 1) Grant-funded pilot road closure to the eastern side of the figure 8 roadway surrounding the two peaks. Now known as the Twin Peaks Promenade, this closure is slated to be converted to a linear park and share a primary alignment with the Ridge Trail. Lastly, RPD staff received input from the San Francisco Mayor's Office of Disability to improve accessibility standards. The proposed improvements will help achieve these goals.

## Exhibit B

At its March 27, 2014 meeting, the Conservancy recommended 13 projects, including a planning project for improving connectivity at Twin Peaks, for inclusion into Round 1 of the Priority Conservation Area (PCA) Grant Program, a program of the MTC collaboratively funded by the MTC and the Conservancy. Success from that effort prompted consideration for subsequent PCA grant rounds and on November 19, 2020, the Conservancy recommended 5 proposed projects, including this Twin Peaks Improvement Project, for the 2020 PCA Grant Program. PCAs are areas that have been identified in Plan Bay Area 2040 as a priority for conservation and restoration due to their agricultural, natural resource, scenic, recreational, public health and/or ecological values and ecosystem functions. Plan Bay Area 2040 is the regional 20-year planning document for the Bay Area prepared by MTC and the Association of Bay Area Governments. The Bay Area Ridge Trail, which includes the proposed Twin Peaks Improvement Project, is designated as a Priority Conservation Area. This project will further the Conservancy's statutory and strategic goals of improving access around San Francisco Bay and is consistent with previous Conservancy authorizations to prepare trail construction plans and designs to support planning and implementation of the Bay Area Ridge Trail.

### **CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

#### **Required Criteria**

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section below.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section below.
3. **Promotion and implementation of state plans and policies:** The proposed project will construct a segment of the regional Bay Area Ridge Trail, which helps implement the following state plans:
  - **California @ 50 Million: The Environmental Goals and Policy Report** (Governor's Office of Planning and Research, November 2015): Goal 2, "Build Sustainable Regions that Support Healthy, Livable Communities," specific strategy to "support and invest in active transportation projects, such as walking and biking infrastructure."
  - **California Recreational Trails Plan & Progress Report** (California State Parks, Phase I, June 2002, 2011): The Bay Area Ridge Trail is identified in the plan as a state trail corridor and meets the goal to "promote adequate design, construction, relocation, and maintenance of trails in order to optimize public access and resource conservation".
  - **Plan Bay Area 2040** (Metropolitan Transportation Commission, July 2017): Priority Conservation Areas (PCAs) are identified in the plan as regionally significant open

## Exhibit B

spaces which have a broad consensus for long-term protection, but which face nearer-term development pressures.

4. **Support of the public:** Completion of the Ridge Trail is a regionally supported project spearheaded by the nonprofit Bay Area Ridge Trail Council (BARTC). This project is also supported by Walk SF, San Francisco Bicycle Coalition, San Francisco Department of Environment Biodiversity Division, the California Native Plant Society, and Nature in the City.
5. **Location:** See the “Project Summary”.
6. **Need:** The SFRPD has raised funds but needs additional funding from the Conservancy to complete construction of the trail.
7. **Greater-than-local interest:** The proposed project will serve both San Francisco residents and visitors. Twin Peaks is a regional destination with a Ridge Trail section and an extensive trail network that connects multiple habitats, landscapes, and jurisdictions.
8. **Sea level rise vulnerability:** The Bay Area Ridge Trail is, by definition, to be aligned high on the ridgetops encircling San Francisco Bay. The proposed project will therefore not be vulnerable to sea level rise.

#### Additional Criteria

9. **Resolution of more than one issue:** Developing trails help address health issues by providing an opportunity for walking, running, or biking which can help increase activity levels. By providing access to multi-use trails, cyclists and pedestrians can avoid potential hazards through exposure to automobile traffic. Improving the trail reduces erosion and supports the restoration of endangered species habitat.
10. **Realization of prior Conservancy goals:** Completion of the Ridge Trail is a specific objective of the Conservancy’s 2018 Strategic Plan and this authorization will advance construction of a heavily used trail segment. In addition, this authorization supports the Conservancy and MTC partnership to support protection and enhancement of Priority Conservation Areas.
11. **Minimization of greenhouse gas emissions:** With connections to BART and other regional trails, the planned trail segments will facilitate the use of non-motorized transportation around the region. Thus, providing funding will help reduce greenhouse gas emissions in the future.

#### PROJECT FINANCING

<b>Coastal Conservancy</b>	<b>\$426,000.00</b>
Metropolitan Transportation Commission (via Conservancy)	\$74,000.00
City of San Francisco	\$1,000,000.00
<b>Project Total</b>	<b>\$1,500,000.00</b>



## Exhibit B

Staff anticipate that \$426,000 for this project will come from the Conservancy's FY 2019- 2020 appropriation from the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" (Proposition 84, Public Resources Code Sections 75001-75103). Section 75060 of the Public Resources Code authorizes the use of Proposition 84 funds for several purposes including projects that protect coastal watersheds and projects that promote access to, and enjoyment of the coastal resources of the state. Under Section 75005(m) the term "protection" includes actions to allow the continued use and enjoyment of property or natural resources. Section 75060(c) specifically allocates funding for San Francisco Bay Area Conservancy Program projects consistent with Public Resources Code, Division 21, Chapter 4.5. The proposed project will protect and improve public access to coastal resources by improving safety of a segment of the Bay Area Ridge Trail and is consistent with Conservancy legislation (see "Consistency with Conservancy's Enabling Legislation" section below).

The Bay Area Priority Conservation Area grant program requires a 2:1 match of the funds provided under the program. The City of San Francisco will provide \$1,000,000 in matching funds. This match will come from the City's 2020 Health and Recovery General Obligation Bond, sourced from property tax revenue. Upon completion of the final design document, the City's Trail Manager will determine if any proposed work can be completed with in-kind services.

The second source of funds will come from the Metropolitan Transportation Commission's PCA Grant Program, funded through the One Bay Area Grant (OBAG) program, and will be placed in a Conservancy special deposit account specifically for this project purpose.

### **CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:**

Pursuant to Section 31162(a) of the Public Resources Code, the Conservancy may award grants for projects in the nine-county San Francisco Bay Area that will help to improve public access to, within, and around the bay, ridgetops, and urban open spaces through completion of the Ridge Trail system. Consistent with Section 31162(d), the proposed project will plan for trail improvements that will provide urban populations with access to natural areas for recreational purposes. The Twin Peaks Trail contains a segment of the Ridge Trail that provides corridors to open space in the middle of urban San Francisco. The trail is located entirely within the nine-county San Francisco Bay Area and is consistent with the rights of private property owners because the improvements are on publicly owned lands.

Consistent with Section 31163(a), in developing the Ridge Trail, and its spur trails, the Conservancy cooperates with nonprofit land trusts and other organizations to identify and adopt long-term resource and outdoor recreational goals for the San Francisco Bay Area.

Completion of the Ridge Trail is identified in (1) "The San Francisco Bay Area Conservancy Program Regional Needs Briefing Book (Bay Area Ridge Trail Council, July 1999)" and (2) "400 Miles and Beyond: A Strategic Plan for Completing the Bay Area Ridge Trail (Bay Area Ridge Trail Council, Draft 2006)."

The proposed project is a priority for Conservancy funding because it meets the funding criteria of Section 31163(c). The project (1) is supported by adopted local and regional plans, including the above mentioned Ridge Trail plans and MTC's "Plan Bay Area 2040;" (2) is

## Exhibit B

multijurisdictional/serves a regional constituency by enhancing Priority Conservation Areas, which are resources of regional significance, and by providing connections to BART that are accessible to the public via regional trails; (3) can be implemented in a timely way; (4) provides opportunities for benefits that could be lost if project planning does not continue; and (5) includes matching funds.

Participation in the PCA Grant Program leverages Conservancy funding with MTC funds and enables the Conservancy to “address the resource and recreational goals of the San Francisco Bay area...in a coordinated, comprehensive, and effective way” (Section 31160).

### **CONSISTENCY WITH CONSERVANCY’S 2018-2022 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 13, Objective G** of the Conservancy’s 2018-2022 Strategic Plan, the proposed project will construct 1226 feet of the Ridge Trail.

Consistent with **Goal 13, Objective I** of the Conservancy’s 2018-2022 Strategic Plan, the proposed project will facilitate trail links between Ridge Trail Segments and the City and County of San Francisco’s recreational trail system.

### **CEQA COMPLIANCE:**

The Twin Peaks Trail Improvement Project proposed for funding is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14 Section 15301 (“Existing Facilities”) in that it consists of the operation, repair, maintenance, or minor alteration of existing public facilities and topographical features, involving negligible or no expansion of existing or former use. Section 15301(c) cites the repair of existing pedestrian trails, and similar facilities as an example of activities exempt under this section.

Restoration activities under the proposed project are also categorically exempt from CEQA pursuant to California Code of Regulations, Title 14 Section 15304 (“Minor Alteration to Land”) These activities consist of minor public alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees. None of these activities will result in a serious or major disturbance to an environmental resource. Upon approval of the project, Conservancy staff will file a Notice of Exemption.