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| AGREEMENT NUMBER 23-065 | AM. NO. |
| TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6000417 | |

THIS AGREEMENT is entered into this 28th day of December, 2023 in the State of California, by and between:



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| AGENCY State Coastal Conservancy | and |
| GRANTEE'S NAME City and County of San Francisco, Recreation and Parks Department | |

I. SCOPE OF AGREEMENT

Pursuant to Chapter 3 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to City and County of San Francisco, Recreation and Parks Department ("the grantee") a sum not to exceed \$5,100,000 (five million one 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.) City and County of San Francisco, Recreation and Parks Department |
| BY (Authorized Signature)  | BY (Authorized Signature)  |
| PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer | PRINTED NAME AND TITLE OF PERSON SIGNING Phil Ginsburg, General Manager |
| ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015 | ADDRESS & PHONE NUMBER 501 Stanyan Street San Francisco, CA 94117-1898 Phone: (415) 831-2701 |

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|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------------------|--------------------|----------------------|--|
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$5,100,000.00 | PROGRAM/CATEGORY Local Assistance | FUND TITLE/PROP NO. Greenhouse Gas Reduction Fund | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0- | FUND ITEM 3760-101-3228 | CHAPTER 43 | STATUTE 2022 | FISCAL YEAR 22/23 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$5,100,000.00 | PROJECT NAME 900 Innes Boatyard Park | | | | |
| 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 <i>Roselin Deri</i> | | | DATE 12/28/2023 | | |

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

Erika Gomez

Erika Gomez
Procurement and
Contracts Manager

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The grantee shall use the funds to complete the following project (“the project”) at the 900 Innes Avenue Property in the City and County of San Francisco, as shown on Exhibit A, which is incorporated by reference and attached.

The project will redevelop the 2.4 acre 900 Innes property into a mixed-use shoreline park that will eventually be a part of the new India Basin Waterfront Park. The project includes: an Americans with Disabilities Act - compliant pathway from the park entrance that will provide access to all park amenities; landscaping 0.79 acres of native plant gardens that will function as bioswales; restoring 0.2 acres of wetland habitat; constructing a 0.1-mile paved class 1 bike and pedestrian path that will connect to adjacent parks; constructing community access stairs from Innes Avenue to the park entrance; and constructing a floating dock. All park amenities will be above the projected year 2100 high tide level, which includes the floating dock that will rise with the tides.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide 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 will not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The 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 “V. WORK PROGRAM.”
 - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in section “VI. SIGNS AND ACKNOWLEDGMENT.”
 - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in section “VII. BONDING.”
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.

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

III. TERM OF AGREEMENT

This agreement will 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 terminates on March 30, 2045 (“the termination date”) unless terminated early as provided in this agreement. However, the grantee shall complete all work by March 30, 2025 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than April 31, 2025.

IV. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its September 14, 2023 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

V. 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 must 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 must 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 must 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.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall construct the project in accordance with the approved work program.

VI. 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 must 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 must 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 log. The Conservancy shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. 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 signs and acknowledgment plan. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

VII. BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, the grantee shall not begin construction until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement does not apply to any contract for less than \$20,000.

Any bond furnished under this section must be executed by an admitted corporate surety insurer licensed in the State of California.

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.

The grantee, in reliance on the grant authorization, has undertaken work for the project commencing November 1, 2023, 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 deemed to be within the scope of, and subject to, all terms of this agreement.

Hourly rates billed to the Conservancy must 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:

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 that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will 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 III. TERM OF AGREEMENT that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.
2. Documentation that signs are installed as required by section "VI. 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 will 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 will 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 will 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 will 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 does not 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 seven 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.

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 is 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 construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property 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 has the right to inspect the project area to ascertain compliance with this agreement.

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, 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:

- 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.

- d. Course-of-construction (also known as “Builder’s Risk”) insurance covering all risks of loss. (Any proceeds of loss payable under this coverage must be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)
- e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage must be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)

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 must apply separately to the activities under this agreement, or the general aggregate limit must 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.
- d. Course of Construction: “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions.
- e. Property Insurance: 90 percent of full replacement cost of the facilities or structures.

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. 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 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 must 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 must 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 with a minimum limit of liability of \$1,000,000.
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 of the project, and the use, management, operation and maintenance of the real property, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

The Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees, and agents with any relevant information requested and with 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.

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 it 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.

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; which provides general information and is not 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.

XXIII. XXIV EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine,

as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

XXIV. INDEPENDENT CAPACITY

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

XXV. ASSIGNMENT

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

XXVI. TIMELINESS

Time is of the essence in this agreement.

XXVII. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who will 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.

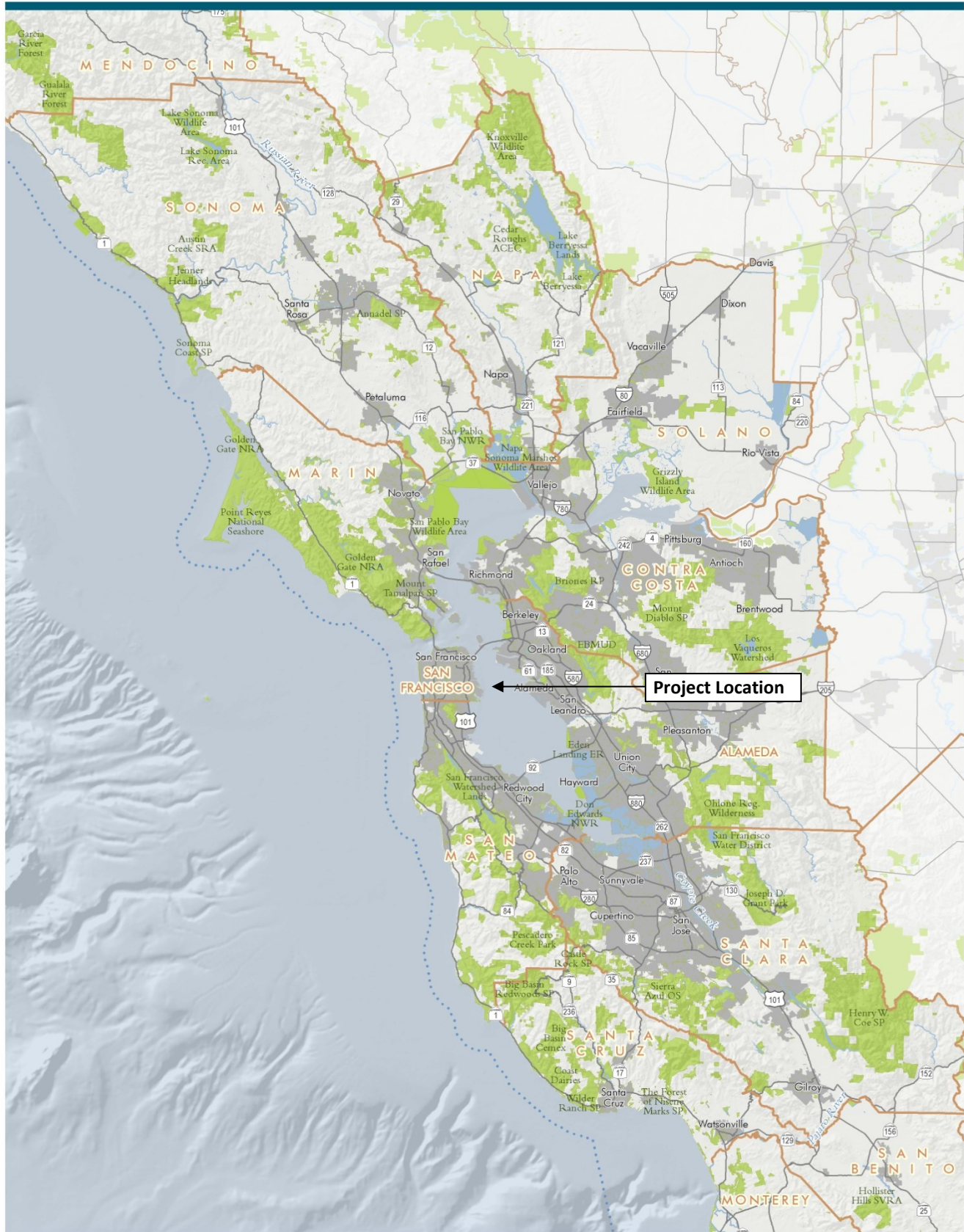
XXVIII. AMENDMENT

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

Exhibit A

India Basin Waterfront Park Phase 2: 900 Innes Redevelopment

Exhibit 1: Project Location Maps



San Francisco Bay Area



India Basin Waterfront Park Phase 2: 900 Innes Redevelopment
Exhibit 1: Project Location Maps



Image 1: 900 Innes City of San Francisco view



Image 2: 900 Innes local, India Basin Project view

Exhibit B

COASTAL CONSERVANCY

Staff Recommendation
September 14, 2023

INDIA BASIN WATERFRONT PARK PHASE 2: 900 INNES REDEVELOPMENT

Project No. 23-056-01
Project Manager: Erica Johnson

RECOMMENDED ACTION: Authorization to disburse up to \$5,100,000 to the City and County of San Francisco, Recreation and Park Department, and adoption of findings under the California Environmental Quality Act to construct the India Basin Waterfront Park Phase 2: 900 Innes Redevelopment project, consisting of the redevelopment of the 900 Innes property to be included in the India Basin Waterfront Park located in the City and County of San Francisco.

LOCATION: 900 Innes Avenue, City and County of San Francisco

EXHIBITS

- Exhibit 1: [Project Location Maps](#)
 - Exhibit 2: [Park Design Element](#)
 - Exhibit 3: [Executive Summary from India Basin Equitable Development Plan](#)
 - Exhibit 4: India Basin Mixed Use Project Final EIR ([EIR Response to Comments](#), [Draft EIR part 1](#), [Draft EIR part 2](#))
 - Exhibit 5: [Project 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 million one hundred thousand dollars (\$5,100,000) to San Francisco Recreation and Park Department (“the grantee”) to construct the India Basin Waterfront Park Phase 2: 900 Innes Redevelopment project, consisting of the redevelopment of the 900 Innes property to be included in the India Basin Waterfront Park in the City and County of San Francisco.

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:

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 acknowledgement of Conservancy funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.

In addition, to the extent appropriate, the San Francisco Recreation and Park Department shall incorporate the guidelines of the Conservancy's 'Coastal Access Project Standards'.

Conservancy funding shall be acknowledged by erecting and maintaining a sign on the property or in a nearby publicly viewable area, the design and location of which are to be approved by the Executive Officer.

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 3 of Division 21 of the Public Resources Code, regarding the impacts of climate change.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.
3. The Conservancy has independently reviewed and considered the India Basin Mixed-Use Project Final Environmental Impact Report ("Final EIR") certified by the San Francisco Planning Department on July 26, 2018 pursuant to the California Environmental Quality Act ("CEQA") and attached to the accompanying staff recommendation as Exhibit 4. The Final EIR is comprised of three parts: EIR Response to Comments, Draft EIR Part 1 of 2, Draft EIR part 2 of 2. The Conservancy finds that the proposed project will have significant impacts in the areas of Cultural Resources, Noise, Air Quality, Recreation, Utilities, Biological Resources, Hydrology and Water Quality, and Hazards and Hazardous Materials. Most of these impacts can be mitigated to less-than-significant apart from permanent impacts to Cultural Resources, and the potential impacts to Noise and Air Quality due to construction and traffic.
4. The project will result in significant and unavoidable impacts to Cultural Resources, specifically the India Basin Scow Schooner Boatyard Vernacular Landscape which includes roads and paths, marine ways and docks, staging and storage areas, and buildings (Boatyard Office, tool shed, water tank, and Shipwright's Cottage). The project will remove wooden components of the marine ways; remove and replace dilapidated docks; remove the Boatyard Office, tool shed, and water tank; and repave the staging and storage areas. The specific environmental and social benefits of the project described in the staff recommendation outweigh the unavoidable and permanent impact on this cultural resource. Environmental benefits include improved open waters that are designated Essential Fish Habitat with the removal of toxic creosote pilings that occurred in Phase 1 of

the India Basin Waterfront Park project. Environmental benefits of the proposed project include a vegetated wetland habitat that can support a greater diversity of wildlife, improved erosion control and water quality from revegetating the wetland and upland habitat, and improved resilience to sea level rise. The removal of dilapidated structures will improve safety and accessibility of the shoreline to the public for recreation and access to a green open space. Furthermore, the historic Shipwrights Cottage will be rehabilitated into an interpretive center that will educate visitors on the history of the property and shoreline.

5. The project will result in potential significant and unavoidable impact with mitigation to Noise and Air Quality areas. Noise will potentially have cumulative impacts in combination with the other three redevelopment projects included in the FEIR and these impacts for the project include noise related to construction and traffic for the projects occurring in the vicinity. Air Quality will have potential significant and unavoidable impacts with mitigation because construction operations may violate an air quality standard, anticipated to be NOx. However, mitigation measures M-AQ-1a through M-AQ-1e will help the proposed project at 900 Innes meet the requirements of the City's Clean Construction ordinance (summarized below in the "CEQA Compliance" section). Nevertheless, the environmental and social benefits summarized in this document ("Project Description" and "Project Selection Criteria" sections) outweigh the potential impact to noise and temporary impact to air quality.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends that the Conservancy disburse up to \$5,100,000 to the San Francisco Recreation and Parks Department (SFRPD) to redevelop the 900 Innes property (Exhibit 1), a former industrial boat building and repair site, into a mixed-use shoreline park with recreational amenities and enhanced habitat with climate change adaptation features.

The project will provide 2.4 acres of new access to the shoreline for the Bayview Hunters Point (BVHP) community. The project includes the rehabilitation of the historic Shipwright's Cottage into a welcome center and the construction of three new buildings (food pavilion for local food businesses, makers shop, and an operations and maintenance building), a public restroom, community gathering spaces on two new public piers, an Americans with Disabilities Act (ADA)-compliant pathway that will provide access to all park amenities, and a floating dock. The project also includes enhancing habitat with climate change adaptation features, such as native plant gardens (bioswales) to manage stormwater runoff, installing a living shoreline that will reduce erosion and improve water quality for fish, and restoring 0.2 acres of wetland habitat that will improve habitat diversity and foraging opportunities for birds. The project design has also taken into consideration sea level rise and placed all buildings above the projected year 2100 high tide level and includes a floating dock that will rise with the tides.

Some specific elements of the park are described further below (Exhibit 2):

1. ADA-Compliant Paths and Gardens: A path from the entrance of Innes Avenue that leads into a series of switchbacks and landings will provide access to all park amenities including

the restrooms, Bay Trail, and community gathering spaces. The path into the park will be landscaped with native plant gardens, contributing 0.79 new acres of green space in the park. The gardens will be designed with depressions to function as bioswales to capture and filter urban stormwater runoff and sediment before entering the bay.

2. Bay Trail segment with a Class 1 bike path: A 0.1-mile paved path that has a dedicated lane for bikes. The path will serve as a connector from the India Basin Open Space to the existing India Basin Shoreline Park.
3. Restored Shoreline Habitat: The project will restore 0.2 acres of tidal marsh habitat. Restoration includes recontouring of the shoreline and creation of new vegetated tidal marsh and transitional habitat. The recontouring and vegetation will complement the previously regraded slope in achieving gradual transition of habitat up the slopes as sea level rises, additional stormwater filtration as runoff flows over the vegetation, and reduced sediment erosion into the open water. The restored areas will improve habitat for wildlife and improve water quality of San Francisco Bay.
4. Community Access Stairs: There was previously no access for the community to the site or to the shoreline. The new stairs will connect the neighborhoods to the park from Innes Avenue.
5. Floating Dock: The floating dock will replace the previous, dilapidated docks and bring park users as close as possible to the water's edge while protecting wetland habitat from damage caused by trampling. There will be benches on the floating dock where people can fish or sit and view the surrounding habitat. There is potential for the docks to be used as a kayak launch site.

Site Description:

The project site is a 2.4-acre property that is part of the historic Indian Basin scow schooner boatyards. The 900 Innes boatyard began its operations building scow schooner fleets from around 1875 to 1930. It was eventually shut down by the U.S. Environmental Protection Agency in 1996 for conducting illegal dredging operations. The 900 Innes property changed ownership several times before it was abandoned in 2001. In 2014 the SFPRD purchased the 900 Innes property as a part of a larger 38-acre redevelopment effort along the India Basin Shoreline. SFPRD is redeveloping 9 acres into public parks and open space (India Basin Shoreline Park, 900 Innes Boatyard, India Basin Open Space) and a private developer, BUILD, will redevelop 29 acres into housing, commercial space, and recreation facilities (700 Innes). Together, the redevelopment project will connect to Heron's Head Park in the north and provide 64 acres of continuous open space connected via 1.7 miles of San Francisco Bay Trail, mixed recreation opportunities for residents and visitors, and enhanced shoreline habitat value and connectivity. The 900 Innes property and India Basin Shoreline Park will become one park, India Basin Waterfront Park, after the redevelopment of both properties.

During the acquisition process SFPRD sought funds from the Conservancy for the planning phase of the project, which included community and stakeholder engagement, initial studies, and preparation of environmental documents for compliance with CEQA and NEPA. At the Conservancy's May 29, 2014 meeting, the Conservancy authorized an award of \$500,000

through the Priority Conservation Area grant program to complete the planning work from 2014-2019. When the initial studies of the property were completed, the sediment characterization reports revealed elevated concentrations of metals, polycyclic aromatic hydrocarbons, total petroleum hydrocarbons, and polychlorinated biphenyls in bay sediments, which posed risks to human and wildlife health. The property also contained a few buildings (storage building, paint shop and compressor house, machine shop, tool shed and water tank, Boatyard Office, Shipwright's Cottage), two dilapidated piers, 32 creosote treated piles, metal and wood constructed marine way (boat launch ramp), and concrete and wood wharves.

Biological surveys found that none of the plants of interest known to occur in the area were present at the site, very few birds foraged there, and none of the fish of interest were observed during the study. Despite its degraded habitat value, the open water area of the India Basin shoreline is considered part of the Essential Fish Habitat designated by the National Marine Fisheries Service, specifically for the green sturgeon and California Central Coast steelhead. The India Basin shoreline is also known to support foraging by birds such as the American avocet, black-necked stilt, and western gull, as it is a stopover for birds migrating in the Pacific Flyway. Due to the habitat value of the area, and the nearby Heron's Head Park that sees a diversity of wildlife, this area is likely an important corridor to species of interest and has potential to support additional wildlife as conditions improve.

From 2019 to 2022 SFPRD acquired additional funds to complete the first phase of the India Basin Waterfront Park: the remediation of the 900 Innes property and park design. The contaminated soils on the property as far as five feet into the subtidal zone were excavated and back filled. Unusable concrete debris, dilapidated piers, creosote-treated piles, and dilapidated buildings were removed. Finally, the remediation phase re-graded the shoreline in preparation for park construction and shoreline restoration. By fall of 2022 the property was ready for construction.

The project site is located in the BVHP area. Prior to the 1700s, the BVHP area was primarily composed of tidal wetlands and small hills. Local tribes of the Ohlone people inhabited the area, which consisted of sacred burial and cultural sites, including Islais Creek, which feeds into the Bay through a channel north of India Basin. After colonization and forced removal of the Ohlone people, various types of commercial and industrial development and utilities that were not desired within San Francisco proper were cited in the area from the 1860s to the 1900s. These included animal butchering and processing, naval shipyards, radiological testing, and coal and oil-fired powerplants. With the development of the shipbuilding industry, particularly the Naval Shipyard in the 1930s, there was an influx of blue-collar workers. This contributed to the growth of densely populated residential areas adjacent to the shipyards. After the Great Depression, household incomes declined, then redlining, housing discrimination, and disinvestment fueled by racism and classism left a legacy of declining infrastructure, pollution, and poverty in the area.

Today, the neighborhoods are still considered a high poverty area according to the 2020 census data, and residents are predominantly Black, Latinx, and Asian. In addition, residents bear a disproportionately high level of environmental burden (Cal-Enviro Screen 4.0) and they continue to advocate for environmental justice and clean-up of toxic substances from the

former Naval Shipyard, which was a declared a Superfund site requiring long term cleanup in 1989. Strong community advocacy and partnerships with non-profits, local government, and landowners, has resulted in numerous parks and restored open space along the BVHP shoreline (which includes the India Basin shoreline). Key examples include the Candlestick Point State Recreation Area, a former landfill turned state park, and Heron's Head Shoreline Park, an abandoned shipping terminal project that was restored to a wetland.

Grant Applicant Qualifications:

SFRPD manages 4,113 acres of recreational and open space, including 220 parks throughout the city. SFRPD has support from other city departments that specialize in contract administration, permitting, design and cost, and construction management which are all necessary to develop and implement a large-scale capital project like the proposed project. SFRPD is the landowner of the 900 Innes property and has been managing the development of the India Basin Waterfront Park alongside non-profit, community, and private partners since the 900 Innes property was acquired in 2014. Letters of support from the project partners are included as Exhibit 5. SFRPD staff managed the previous Conservancy grant in 2014 for the planning of the project, and a previous San Francisco Bay Restoration Authority grant in 2019 for the remediation of the park, in addition to other awards (federal and private) to be able to bring the project to the construction phase. The project manager for the project has approximately 20 years of capital project experience and oversaw the recent remediation of the project site and intends to see the proposed project through to completion.

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA:

The proposed project is consistent with the Conservancy's Project Selection Criteria, last updated on September 23, 2021, in the following respects:

Selection Criteria

1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.

See the "Consistency with Conservancy's Strategic Plan" section below.

2. Project is a good investment of state resources.

The proposed project has all the permits and permissions necessary to begin construction upon authorization of the funds. The project also provides multiple benefits to the region (see "Project delivers multiple benefits and significant positive impact" section below) that should be implemented now in preparation for climate change impacts.

The project advances the State's **30X30 Executive Order** by restoring a degraded shoreline habitat (Strategy 6.1) and buffering the community and the park amenities from sea level rise (Strategy 6.2) using a natural shoreline. The project is also consistent with the following regional and local plans:

- **San Francisco General Plan Recreation and Open Space Element and Environmental Protection Element (March 2014):** Promotes open space and recreation activities that

improve resident's physical and mental health, environmental sustainability, address environmental justice across a community, and provides tangible economic benefit.

- **Bayview Hunters Point Area Plan (2010):** Protect and accrue well designed open space, improve overall environmental quality of the area, revitalize community and local economy, resolve conflicts between adjacent industrial and residential areas. This also includes the India Basin Subarea Plan (2009) which calls out planning for the India Basin shoreline to include community design, open space, and community services and facilities.
- **India Basin Equitable Development Plan (2022):** A community driven plan that defines goals for the India Basin waterfront parks to preserve the culture and identity of the community, provides economic and social benefits to the community with minimum displacement, improves the local ecology and health of the community.
- **San Francisco Bay Trail Plan (1989):** Aims to complete a 500-mile Bay Trail network around the San Francisco Bay, of which 900 Innes will contribute a 0.1 mile connector between the other developments along the India Basin Shoreline.
- **Port of San Francisco Blue Greenway Plan (2011):** Provide public access through the implementation of the Bay Trail and Water Trail (proposed project includes floating dock) to improve the City of San Francisco's southern section of the Bay Trail.

3. Project benefits will be sustainable or resilient over the project lifespan.

The park design incorporated sea level rise projections and all park buildings have been sited to be above the projected sea level rise for a Year 2100 high-tide event. About 0.2 acres of tidal marsh will be re-contoured and vegetated. The restoration will result in a more sustainable diverse shoreline habitat by allowing for a gradual transition up the vegetated slopes as sea level rise. The vegetated slopes and the native gardens in the upper region of the park will reduce stormwater runoff and pollutant loading during rainfall events, which are anticipated to increase in intensity.

Monitoring and reporting requirements from the previous project phase include Field Monitoring and Inspections, Remedial Action Completion Report, and Site Inspection Reports and logs that will be required through July 2027 as part of the site remediation plan. Site monitoring related to protection of native and sensitive species is provided by the SFPRD Natural Resource Division, as well as vegetation management, erosion control, and ecological monitoring. In addition, a habitat monitoring plan will be administered in the restored wetlands to ensure successful establishment of plants and habitat functioning for three years following the project. SFPRD has an annual operations budget that will fund long-term maintenance of the park and its improvements. Maintenance will be implemented by the SFRPD Operations and Structural Maintenance Division and Park Service Gardening staff.

4. Project delivers multiple benefits and significant positive impact.

The project provides multiple benefits through its community-informed design, such as addressing the need for access to open space, environmental benefits, climate resilience, and economic growth. The project provides an additional 2.4 acres of public green space that is

accessible to a diverse and regional constituency. The space offers ADA-compliant access to park amenities, a Class 1 bike path, and an additional segment to the Bay Trail that connects to adjacent parks. Community gathering spaces in the park will allow for leisure recreation, educational workshops, farmers markets, and other community or regional events to occur. These opportunities allow for community revitalization and economic growth.

The project also provides environmental benefit and climate resilience (see “Project benefits will be sustainable or resilient over the project lifespan” and “Project Description” sections above).

5. Project planned with meaningful community engagement and broad community support.

SFPRD staff has partnered with non-profits and community-based organizations such as the A. Phillip Randolph Institute, the Trust for Public Land, and San Francisco Parks Alliance to enhance their ability to lead outreach efforts for the community co-visioning process and design of the park. SFPRD and partners have engaged approximately 30 community groups since 2014 when the park planning began. Between 2016 and 2019, SFPRD and partners implemented a participatory design process. To accomplish this process, about 20 community members participated in an Equitable Development Plan Committee and developed the India Basin Equitable Development Plan (EDP) to guide and support the goals the community identified. Community goals were developed in the following areas: Arts, Culture and Identity; Workforce and Business Development; Transportation, Access and Connectivity; Healthy Communities and Ecology; Youth Opportunities; and Housing Security. Engagement activities included over 31 meetings and events, including workshops, focus groups, online surveys, and managing a booth at community events. The community selected and prioritized recreational features (food pavilion for economic growth, sustenance fishing locations, community gathering spaces, etc.) based on these goals. More information about the process and community goals reflected in the project can be found in the EDP Executive Summary (Exhibit 3).

PROJECT FINANCING

| | |
|----------------------------|---------------------|
| Coastal Conservancy | \$5,100,000 |
| John Pritzker Family Fund | \$7,161,700 |
| Project Total | \$13,960,000 |

Conservancy funding is anticipated to come from a Fiscal Year 2022/23 appropriation from the Greenhouse Gas Reduction Fund (GGRF) to the Conservancy for the Climate Ready program for purposes of nature-based projects that address sea level rise (Budget Act of 2022, as amended by AB 178, Chapter 45, Statutes of 2022). The GGRF Investment Plan and Communities Revitalization Act (Health and Safety Code (HSC) Sections 39710 – 39723) requires that GGRF funds be used to (1) facilitate the achievement of reductions of GHG emissions consistent with the Global Warming Solutions Act of 2006 (HSC Sections 38500 *et seq*), and (2) to the extent feasible, achieve other co-benefits, such as maximizing economic, environmental and public health benefits and directing investment to disadvantaged communities (HSC 39712(b)). The Global Warming Solutions Act of 2006 sets forth (among other things) certain GGRF funding

priorities (HSC Section 38590.1). The California Legislature has also appropriated GGRF funds to the Conservancy to protect communities and natural resources from sea level rise (The Budget Act of 2022, as amended by AB 179, Chapter 249, Statutes of 2022).

The California Air Resources Board (“CARB”) has adopted guidelines that establish program goals that agencies must achieve with their GGRF funds. Consistent with the CARB 2018 Funding Guidelines, the proposed project will help the Conservancy meet its GGRF program goals because the project will:

- Facilitate GHG emission reductions (which includes carbon sequestration) and further the purposes of AB 32 and related statutes;
- Benefit Priority Populations (disadvantaged communities, low-income communities, or low-income households);
- Maximize economic, environmental, and public health co-benefits to the State;
- Avoid substantial burdens to disadvantaged communities and low-income communities; and
- Leverage funds to provide multiple benefits and to maximize benefits.

The proposed project will meet these objectives by removing concrete and vegetating a barren landscape creating 0.79 new acres of green habitat, including transitions zone and 0.2 acres of restored tidal marsh habitat. Tidal marsh habitat is one of the most carbon dense ecosystems in the world and transitional habitats ensure sea level rise resiliency, which is another environmental benefit to the State. The project also benefits disadvantaged communities and will contribute to public health by providing new access to 2.4 acres of park and shoreline. The park design will provide opportunities to residents to recreate, participate in community workshops, and will support the economic growth at its kitchen incubator (food pavilion), designed to help up-and-coming food vendors.

Unless specifically identified as “Required Match,” the other sources of funding and in-kind contributions described above are estimates. The Conservancy does not typically require matching funds or in-kind services, nor does it require documentation of expenditures from other funders or of in-kind services. Typical grant conditions require grantees to provide any funds needed to complete a project.

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:

The proposed project is consistent with Section 31113 of Chapter 3 of Division 21 of the Public Resources Code which authorizes the Conservancy to undertake projects consistent with the Climate Ready Program. Specifically, the project is consistent with:

Subsection (a), to “address the impacts and potential impacts of climate change on resources within the Conservancy’s jurisdiction”. This proposed project is located within the Conservancy’s jurisdiction pursuant to Section 31162 of Chapter 4.5 of Division 21. The proposed project addresses sea level rise by designing a park and restoring habitat that will keep park amenities above sea level for a projected hightide level in year 2100.

Subsection (b), undertake projects that “reduce greenhouse gas emissions, address extreme weather events, sea level rise, storm surge, beach and bluff erosion, saltwater intrusion, flooding, and other coastal hazards that threaten coastal communities, infrastructure, and natural resources”. The project creates new green space and restored tidal marsh where there was previously concrete or a barren unvegetated landscape with debris. The vegetation will reduce the erosion of sediments caused by storms and stormwater runoff.

Subsection (c), the grantee is a public agency whose project will (1) “reduce greenhouse gases, reduce hazards to harbors and ports, preserve and enhance coastal wetlands and natural lands, conserve biodiversity, and provide recreational opportunities”. The proposed project will reduce greenhouse gas admissions (see “Subsection b” above) and conserve the biodiversity of the area by planting native plants that increases ecological value to wildlife.

Consistent with Subsection (d), part (1), the Conservancy has done all of the following:

- (a) “Prioritize projects that use natural infrastructure in coastal communities to help adapt to climate change”. The project will support the natural infrastructure for stormwater runoff management, erosion reduction, and sea level rise.
- (b) “Prioritize projects that provide multiple public benefits, including, but not limited to, protection of communities, natural resources, and recreational opportunities.” See “Project delivers multiple benefits and significant positive impact.” Section above
- (c) “Give consideration to projects in a variety of ecosystems along the state’s coastline [...]”. The project will contribute to a healthier shoreline ecosystem having previously remediated the soils and removed toxic debris, and now restoring natural habitat along the shoreline and native gardens in the park.

As required by subsection (d), part (2) The Conservancy “shall provide information to the Office of Planning and Research on any projects funded pursuant to this subdivision to be considered for inclusion into the clearinghouse for climate adaption information, established pursuant to Section 71360.”

CONSISTENCY WITH CONSERVANCY’S 2023-2027 STRATEGIC PLAN:

Consistent with **Goal 1.1, Benefit Systemically Excluded Communities**, the proposed project will commit funding to benefit the systematically excluded community known as the BVHP community (see “Project Site” section above).

Consistent with **Goal 2.4, Build Trails**, the proposed project will build a 0.1-mile segment of the Bay Trail, which will enhance connectivity to other parks locally and regionally.

Consistent with **Goal 2.5, Recreation Facilities and Amenities**, the proposed project will improve public access amenities by providing new access to 2.4 acres of shoreline, installing community access stairs, ADA compliant pathways, and Class 1 bike path along the Bay Trail, restrooms, visitor center, and increased green space in a highly urbanized area.

Consistent with **Goal 2.6, Piers and Waterfronts**, the proposed project will revitalize the waterfront by providing a food pavilion for local vendors, community gathering spaces on the two piers, and a floating dock that allows access to the water for fishing or kayak launches.

Consistent with **Goal 4.1, Sea Level Rise Adaptation**, the proposed project will adapt public infrastructure and public access infrastructure to prepare and protect the new buildings from sea level rise.

CEQA COMPLIANCE:

The San Francisco Planning Commission certified the India Basin Mixed-Use Project Final Environmental Impact Report, in accordance with the California Environmental Quality Act (CEQA), at their public hearing on July 26, 2018. The Draft EIR together with the Responses to Comments on the Draft EIR documents constitute the Final EIR (FEIR). On November 1, 2018, the San Francisco Planning Department filed a Notice of Determination. The India Basin Mixed-Use Project described in the FEIR comprises redevelopment of four different areas (treated as four separate projects): 900 Innes, India Basin Shoreline Park, India Basin Open Space, and 700 Innes. The first three are parks and open space projects to be implemented by SFRPD and the fourth is a residential project to be implemented by BUILD. The proposed project is the redevelopment of the 900 Innes property into a shoreline park with enhanced habitat. This staff recommendation only describes impacts and mitigation measures for the proposed redevelopment of the 900 Innes property and not the other three.

The FEIR indicates that the proposed project will have significant impacts in the areas of Cultural Resources, Noise, Air Quality, Recreation, Utilities, Biological Resources, Hydrology and Water Quality, and Hazards and Hazardous Materials. Most of these impacts can be mitigated to less-than-significant. The areas that have significant impacts that are unavoidable include Cultural Resources, and the temporary impacts of construction to Noise and Air Quality. These impacts and their mitigation measures are summarized below:

Cultural Resources (Significant and Unavoidable Impact)

Impact CR-1: Construction would cause a substantial adverse change in the significance of a historical resource. To implement the project, some character defining features of the site must be permanently removed or altered. Mitigation measures include Mitigation Measure M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria, Mitigation Measure M-CR-1b: Document Historical Resources, Mitigation Measure M-CR-1c: Develop and Implement an Interpretative Plan, Mitigation Measure M-CR-1d: Retain the Boatyard Office Building, and Mitigation Measure M-CR-1e: Vibration Protection Plan. As they pertain the 900 Innes property, the project contains two historical sites:

- Shipwright's Cottage, built in year 1875 and designated a California Historical Resource in 2008. The cottage will be preserved, rehabilitated, and repurposed into a visitor's center with interpretive material sharing the history of the area and property.
- Scow Schooner Boatyard Vernacular Cultural Landscape which includes the 900 Innes property refers to features of the historical boatbuilding industry that occurred in this area, including roads and paths, ship hulls, marine ways and docks, staging and storage areas, and buildings (Boatyard Office, tool shed, water tank, and Shipwright's Cottage).

Buildings and features that will be rehabilitated, retained, altered or removed are described in the FEIR (p. 3.4-37 to 3.4-46).

Cultural Resources (Mitigated to Less-than-significant Impact)

Impact CR-2: Construction activities, in particular grading and excavation, could disturb previously unknown archeological resources potentially located at the project site. This impact will be reduced to less-than-significant by Mitigation Measure M-CR-2a, which requires implementation of the Archeological Testing Program and is more fully described in the FEIR (p. 3.4-53 to 3.4-56).

Impact CR-3: Construction would disturb human remains, including those interred outside of formal cemeteries. No known burial locations have been identified in the area with the completion of archaeological investigation, however it is possible that human remains could be inadvertently exposed during ground-disturbing activities. The impact can be mitigated to less-than-significant by Mitigation Measure M-CR-3a Legally Required Measures in the Event of Inadvertent Discovery of Human Remains described in the FEIR (p. 3.4-57).

Impact CR-4: Construction could result in a substantial adverse change in the significance of a tribal cultural resource. Although research and outreach efforts have not revealed presence of tribal cultural resources as defined in PRC 21074, there is potential for construction to expose archeological resources in the study area. This potential impact will be mitigated to a less-than-significant level by Mitigation Measure M-CR-4a Tribal Cultural Resources Interpretive Program described in the FEIR (p. 3.4-58).

Noise (Significant and Unavoidable Impact)

Impact-C-NO-1: The proposed project, in combination with past, present, and reasonably foreseeable future projects (India Basin Shoreline, India Basin Open Space, 700 Innes) in the vicinity of the project site, would substantially contribute to cumulative impacts related to noise. The impacts related to noise include construction, groundborne vibration, and traffic for the four projects occurring in the vicinity. These impacts are significant and unavoidable.

Noise (Mitigated to Less-than-significant Impact)

Impact NO-2: Construction of the project could result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. This impact will be reduced to less-than-significant with Mitigation Measures M-NO-2a Noise Control Measures during project Construction and M-NO-2b Noise Control Measures for Pile Driving described in the FEIR (p. 3.6-25 and p. 3.6-25 to 3.6-26, respectively).

Impact NO-3: Noise from stationary sources associated with operation of the project would result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. As an example, the 900 Innes property may contain HVAC equipment on building rooftops or interiors. This impact will be reduced to less-than-significant by Mitigation Measure M-NO-3 Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts described in the FEIR (p. 3.6-30).

Impact NO-6: The proposed project would result in exposure of persons to or generate excessive groundborne vibration. During construction of the project, groundborne construction

vibration, particularly during pile driving, is anticipated to result in a significant noise impact on nearby residences and could cause damage to the Shipwright's Cottage. This impact will be mitigated to less-than-significant by Mitigation Measure M-NO-6 Implement Vibration Mitigation Measure for Pile Driving, which provides for use of alternate pile-driving techniques when pile driving will occur closer than 150 feet to residents and use of vibration monitoring which will assess any damages and implement vibration isolation techniques if needed (FEIR p. 3.6-38 to 3.6-39).

Air Quality (Significant and Unavoidable Impact)

Impact AQ-1: The proposed project would generate emissions of criteria (Clean Air Act and California Clean Air Act) pollutants and precursors during construction, operations, and overlapping construction and operational activities that could violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria pollutants. The impact is significant and unavoidable with mitigation.

Construction at the 900 Innes property would release emissions of criteria air pollutants (primarily NO_x) during the demolition, grading, building construction, paving, and architectural coating. The main source of emissions during construction is anticipated to be exhaust from the mobile equipment required to complete the work. However, mitigation measures M-AQ-1a through M-AQ-1e will help the proposed project at 900 Innes meet the requirements of the City's Clean Construction ordinance.:

- Mitigation Measure M-AQ-1a and M-AQ-1b: Minimize Off-Road Construction Equipment Emissions requiring emissions minimization plans that use alternative power sources to diesel for equipment, minimizing idling time, maintaining equipment, and reporting on construction activities and duration. Mitigation Measure M-AQ-1b passes through these requirements to all construction contracts.
- Mitigation Measure M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment requires engine specifications for in-water equipment and passes through M-AQ-1a and the engine specifications to construction contracts utilizing in water equipment.
- Mitigation Measure M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NO_x and ROG) Emissions which require offset to operational emissions or equivalent fee payment to the BAAQMD.
- Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators requires that the operational backup diesel generators comply with ARB Airborne Toxic Control Measure emission standards for 2008 or newer model engines and meet or exceed particulate matter emission standard.
- Mitigation Measure M-AQ-1f: Prepare and Implement Transportation Demand Management.

(FEIR p. 3.7-39 to 3.7-40, p. 3.7-40 to 3.7-41, p. 3.7-41 to 3.7-42, p. 3.7-42 to 3.7-43, and p. 3.7-50, respectively). Mitigation measure M-AQ-1f is not included in this list because it

applied to the Transportation Impact Study, where the 900 Innes property had less-than-significant impact on transportation.

Recreation (Mitigated to Less-than-significant Impact)

Impact RE-2: The proposed project would include recreational facilities, the construction of which would cause significant environmental effects but would not require the construction or expansion of other recreational facilities that might have an adverse effect on the environment. Temporary environmental impacts are necessary to construct the recreational facilities, however the impacts can be mitigated to less-than-significant using the necessary construction related mitigation measures found in the following sections: “Noise”; Section 3.7, “Air Quality”; Section 3.14, “Biological Resources”; and Section 3.15, “Hydrology and Water Quality.”

Utilities and Service Systems (Mitigated to Less-than-significant Impact)

Impact UT-2: The proposed project would require or result in the construction of new water, wastewater, or stormwater drainage treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects; however, these effects can be mitigated to less-than-significant. Runoff from new impervious surfaces on the property would be managed using swales and/or bioretention areas and would utilize a new outfall that is jointly used by the 900 Innes and 700 Innes properties. Non-potable water will be used for park irrigation and there is potential for on-site wastewater to be treated at the India Basin Shoreline Park property and piped to use at the project site.

Biological Resources (Mitigated to Less-than-significant Impact)

Impact BI-1: Construction of the project could have significant effects, either directly or through habitat modifications, on species identified as special-status species in local or regional plans, policies, or regulations, or by California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. These effects will be reduced to less-than-significant by implementation of four mitigation measures as well as by development of a storm water pollution prevention plan (“SWPPP”) and other erosion control measures identified in “Hydrology and Water Quality” section. The four biological impact mitigation measures are:

- Mitigation Measure M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals which requires the preparation of a hydroacoustic monitoring plan with details on underwater sound levels expected and practices to attenuate sound or restrict activities to certain times of day to minimize the impact on wildlife.
- Mitigation Measure M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species, which requires preparation and implementation of a Worker Environmental Awareness education program, management of all food related trash, and specified erosion control material that will prevent wildlife entanglement.
- Mitigation Measure M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation, which requires implementation of a vegetation management program that controls weeds, restoration of areas temporarily disturbed by construction, and compensatory mitigation of permanently lost habitat.

- Mitigation Measure M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season, this does not apply to the proposed project as there is not suitable habitat and no observation of Ridgway's Rail.
- Mitigation Measure M-BI-1e: Avoid Nests during Bird Nesting Season requiring a qualified biologist to survey prior to construction and demolition activities to avoid nests during bird nesting season.

(FEIR p. 3.14-31 to 3.14-33, p. 3.14-33 to 3.14-34, p. 3.14-34 to 3.14-36, p. 3.14-39, and p. 3.14-42, respectively).

Impact BI-2: Once completed the operational impacts of the project on sensitive natural communities will be less-than-significant; however, there could be temporary and permanent loss of sensitive natural communities. Remediation actions, removal of dilapidated piers, and construction of replacement piers will result in a temporary loss of 0.26 acres of open water, of which 0.09 acres of open water will be lost at completion. These impacts will be reduced to less-than-significant by implementation of Mitigation Measure M-BI-1c, described above.

Impact BI-3: Construction of the project could degrade the water quality of the Bay by temporarily increasing turbidity and pollutants. Given the ecological significance of the open water habitat designation of Essential Fish Habitat, this impact of construction at the 900 Innes property could be significant. This impact will be reduced to less-than-significant by implementation of Mitigation Measures M-BI-1c (described above), and M-HY-1a and M-HY-1b (described below).

Impact BI-4: The proposed project would interfere with the movement of native resident or migratory fish or wildlife species or with established wildlife corridors. Open water and tidal habitats provide stopovers for birds, but by avoiding nesting season can be mitigated to less-than-significant. Underwater noise from construction and temporary removal of habitat (see Impact BI-2 above) are significant but can be mitigated to less significant with the restoration of natural habitat.

Hydrology and Water Quality (Mitigated to Less-than-significant Impact)

Impact HY-1: The project could violate water quality standards or waste discharge requirements. In water construction activities, such as pile removal and pier and doc construction will increase turbidity and resuspension of sediment. In addition, in water construction equipment pose a risk of spilling hazardous materials. The impacts are significant, however can be mitigated to less-than-significant by compliance with Best Management Practices in accordance with the Clean Water Act section 401 and 404 permits and the following mitigation measures:

- Mitigation Measure M-HY-1a: Monitor Turbidity during Construction, which requires monitoring of turbidity during construction and implementation of additional measures in the event turbidity levels exceed standards.
- Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices, requiring contractors to use best management practices for pile removal in accordance with guidance prepared by the San Francisco Regional Water Quality Control Board

- Mitigation Measure M-HY-1c: Use Clamshell Dredges, which requires use of clamshell dredges to reduce resuspension of sediments,

(FEIR p. 3.15-32 to 3.15-33, p. 3.15-33 to 3.15-36, and p. 3.15-36, respectively).

Hazards and Hazardous Materials (Mitigated to Less-than-significant Impact)

Impact HZ-1: Construction of the project will likely involve the routine use, transport, storage, and disposal of common hazardous materials. Most of the potential effects of using hazardous materials during construction are less-than-significant due to regulations and laws governing processes of handling potentially hazardous materials and addressing accidental spills of materials during construction. These laws do not address impacts related to the potential for accidental spills during in-water construction work. Such impacts could be significant and will be reduced to less-than-significant by implementation of Mitigation Measure M-HY-1b Implement Pile Removal Best Management Practices described above.

Impact HZ-2: Construction of the project could release or mobilize contaminants in soil to groundwater; generate fugitive dust emissions; or expose construction workers or the public to contaminated soils, sediments, or emissions during on-land and in-water construction and site preparation activities.

Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property. Soil remediation, both in water and terrestrial, has already been completed in accordance with the remedial action plan from 2019-2022. After remedial actions, this has been mitigated to less-than-significant

Impact HZ-3: The 900 Innes property is on the Hazardous Waste and Substances Sites (Cortese) List established by the California Department of Toxic Substances Control pursuant to Government Code Section 65962.5. After remedial actions completed in 2019-2022, this has been mitigated to less-than-significant

Staff has independently reviewed and considered the India Basin Mixed-Use Project Final Environmental Impact Report adopted by the San Francisco Planning Department on July 26, 2018 pursuant to CEQA. Staff concurs that the proposed project will have significant impacts in the areas of Cultural Resources, Noise, Air Quality, Recreation, Utilities, Biological Resources, Hydrology and Water Quality, and Hazards and Hazardous Materials, but most of these impacts can be mitigated to less-than-significant as that term is defined by Title 14 California Code of Regulations Section 15382, apart from permanent impact to Cultural Resources, and the potential impacts to Noise and Air Quality due to construction and traffic.

Staff recommends that the Conservancy find that the specific environmental and social benefits of the project described in the staff recommendation outweigh the unavoidable and permanent impact on the cultural landscape and the potential impact to noise and temporary impact to air quality.

Upon approval of the project, Conservancy staff will file a Notice of Determination.