

File No. 231169

Committee Item No. 10

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date January 10, 2024

Board of Supervisors Meeting Date _____

Cmte Board

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

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Grant Agreement 12/28/2023</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Grant Agreement 12/16/2021</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>RPC Resolution No. 2309-006 9/21/2023</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Brent Jalipa Date January 4, 2024

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - Retroactive - California State Coastal Conservancy - 900 Innes
2 Redevelopment Project - \$5,100,000]

3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**
4 **expend a grant from the California State Coastal Conservancy for a term effective upon**
5 **execution of the Grant Agreement through December 31, 2024, in the amount of**
6 **\$5,100,000 for the 900 Innes Redevelopment Project; approving the associated grant**
7 **agreement; approving the recording of a deed restriction that prohibits residential use**
8 **and commercial uses defined as “sensitive” on the property in perpetuity; and**
9 **authorizing the Recreation and Park Department to enter into amendments or**
10 **modifications to the agreement that do not materially increase the obligations or**
11 **liabilities of the City and are necessary to effectuate the purposes of the Project or this**
12 **Resolution.**

13
14 WHEREAS, The City and County of San Francisco owns the 900 Innes Property
15 (“Property”), and has placed the Property under the jurisdiction of the Recreation and Park
16 Department (“RPD”); and

17 WHEREAS, RPD is pursuing a project to remediate the Property and to include the
18 Property as part of the India Basin Waterfront Parks Initiative, a partnership with the Trust for
19 Public Land (TPL), the San Francisco Park Alliance (SFPA), and Bayview Hunters Point
20 (BVHP) community, and others, to develop a new park that when completed will reflect the
21 values and the culture of the BVHP community, and will provide public access and new
22 waterfront recreation for the community at large; and

23 WHEREAS, RPD has completed remediation on the Property under a series of federal
24 and state grants, including a grant from the Environmental Protection Agency (“EPA”) that the
25 Board of Supervisors approved via Resolution No. 396-19, and the EPA requires in exchange

1 for its financial support that RPD must record a deed restriction on the Property to establish
2 that the Property will prohibit residential use, and certain commercial uses defined as
3 “sensitive uses” in perpetuity; and

4 WHEREAS, Sensitive uses consist of (a) a hospital for humans, (b) a public or private
5 school for persons less than 18 years of age, (c) a day care center for children, or (d) any
6 permanently occupied habitation other than those used for industrial purposes; and

7 WHEREAS, The Project was initiated in Fall 2022 and is currently in construction with
8 completion anticipated Summer 2024; and

9 WHEREAS, To help complete the design and development of the Property, RPD has
10 also applied for a \$5,100,000 grant from the California State Coastal Conservancy (“SCC”),
11 which administers grant programs that support Climate Resilience, Public Access, Habitat
12 Restoration, and Wildfire Resilience (the “SCC Grant”); and

13 WHEREAS, On September 14, the SCC Board authorized grant funding in the amount
14 of \$5,100,000 for the Project; and

15 WHEREAS, On September 21, 2023, the San Francisco Recreation and Park
16 Commission adopted Resolution No. 2309-006 approving the RPD’s application for the SCC
17 Grant, authorizing the RPD General Manager to negotiate agreements with the State
18 concerning the administration of the grants, and recommending that the Board of Supervisors
19 approve the grant contract and authorize RPD to accept and expend the grants; and

20 WHEREAS, As a condition of receiving the SCC Grant, RPD is required to agree to
21 Grant Contract substantially in the form as the draft contract which is on file with the Clerk of
22 the Board under File No. 231169 and which is hereby declared to be part of this Resolution as
23 if set forth fully herein; and

1 WHEREAS, As a further condition of receiving the SCC Grant, the SCC requires the
2 City maintain and operate the Project for a period of 20-years commencing upon Project
3 completion; and

4 WHEREAS, The SCC Grant terms prohibit including indirect costs in the grant budget;
5 and

6 WHEREAS, The SCC Grant will not require an amendment to the Annual Salary
7 Ordinance; now, therefore, be it

8 RESOLVED, That the Board of Supervisors authorizes the Recreation and Park
9 Department to accept and expend the SCC Grant; and, be it

10 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
11 indirect costs as part of this grant budget; and, be it

12 FURTHER RESOLVED, That the Board of Supervisors approves the SCC Grant
13 Contract; and, be it

14 FURTHER RESOLVED, That the Board of Supervisors authorizes the General
15 Manager to record a deed restriction as required by the EPA, on the Property to establish that
16 the Property will prohibit residential use, and certain commercial uses defined as “sensitive
17 uses” in perpetuity; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General
19 Manager to enter into any modifications and amendments to the SCC Grant Contract
20 including to any of its exhibits, and authorizes the RPD General Manager to execute further
21 agreements related to the Grant, that the RPD General Manager determines, in consultation
22 with the City Attorney, are in the best interests of the City and do not materially increase the
23 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of
24 the Project or this Resolution, and are in compliance with all applicable laws, including the
25 City’s Charter; and, be it

FURTHER RESOLVED, That within 30 days of the Grant Contract being fully executed by all parties, RPD shall provide the final Grant Contract to the Clerk of the Board for inclusion in the official file.

Recommended:	Approved: _____
	Mayor

Phil Ginsburg	Approved: _____
General Manager	Controller

Recreation and Park Department

File Number: 231169
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

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

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

1. Grant Title: State Coastal Conservancy – 900 Innes Park Development
2. Department: Recreation and Park Department
3. Contact Person: Toni Moran Telephone: (415) 794-8173
4. Grant Approval Status (check one):

☒ Approved by funding agency. Contract Pending ☐ Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$5,100,000

- a. Matching Funds Required: No
- b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: State Coastal Conservancy

b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary:

The State Coastal Conservancy Grant will support Phase 2 of the India Basin Parks initiative, create a vibrant, multi-use park with healthy waterfront at the 900 Innes Property. The welcoming accessible entry at 900 Innes Avenue will unify the park with the historically underserved Bayview Hunters Point (BVHP) neighborhood and provide a connection to the waterfront and open space areas beyond. An accessible pathway that travels through gardens with gathering and viewing areas will connect to the public plaza at the waterfront. In addition, the floating dock will create visual and physical access to the area's wetland habitat for BVHP residents who have historically lacked access to nature. The dock will also support environmental education programming that focuses on native flora and fauna at India Basin. A new segment of the San Francisco Bay trail will provide pedestrian and bicycle access to adjacent India Basin Shoreline Park and to the corridor linking the Embarcadero to Candlestick Point. The poorly functioning shoreline will be regraded and recontoured to support the establishment of 0.20 to 0.30 acres of tidal marsh within the 900 Innes site, provide aquatic habitat, filter surface runoff, and protect recreational surface waters. The proposed marsh edge would also provide a resilient shoreline that can adapt with rising sea levels, improve water quality through filtration of nutrients and sediments in groundwater runoff, and help stabilize soils and minimize erosion in these areas.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: Grant Execution Date End-Date: 12-31-2024

10a. Amount budgeted for contractual services: \$5,100,000

b. Will contractual services be put out to bid? No, The General Contractor for the project has already been selected and project is in constructions.

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes. Prior to submitting their official bid, they hosted a Local Business Enterprise outreach event and site walk with over 40 company attendees, many from the local BVHP community. 367 subcontractors were invited to bid on the project, with over 102 bids received from subcontractors. At least 2 bids were received in each trade and most with an excess of 3 bids. The result is a contract that includes twenty individual companies located in close proximity to the project site.

d. Is this likely to be a one-time or ongoing request for contracting out? One time only

11a. Does the budget include indirect costs? ☐ Yes ☒ No

b1. If yes, how much? \$0

b2. How was the amount calculated? Not Applicable

c1. If not, why are indirect costs not included?

☒ Not allowed by granting agency

☐ To maximize use of grant funds on direct services

☐ Other (please explain):

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

The cost of department and division overhead associated with Recreation and Park and Public Works Staff.

12. Any other significant grant requirements or comments: Grant funds are provided on a reimbursement basis.

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

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

☐ Existing Site(s)

☐ Existing Structure(s)

☐ Existing Program(s) or Service(s)

☐ Rehabilitated Site(s)

☐ Rehabilitated Structure(s)

☐ New Program(s) or Service(s)

☒ New Site(s)

☒ New Structure(s)

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

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

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

Comments:

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

Arfaraz Khambatta, CASp

(Name)

Disability Access Coordinator, Public Works Building

(Title)

Date Reviewed: 10/11/2023

DocuSigned by:



E3E6849E5A3B4B8...

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, Recreation and Park Department

Date Reviewed: 10/6/2023

DocuSigned by:



AF27F6590799494...

(Signature Required)

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:



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

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

☐

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.

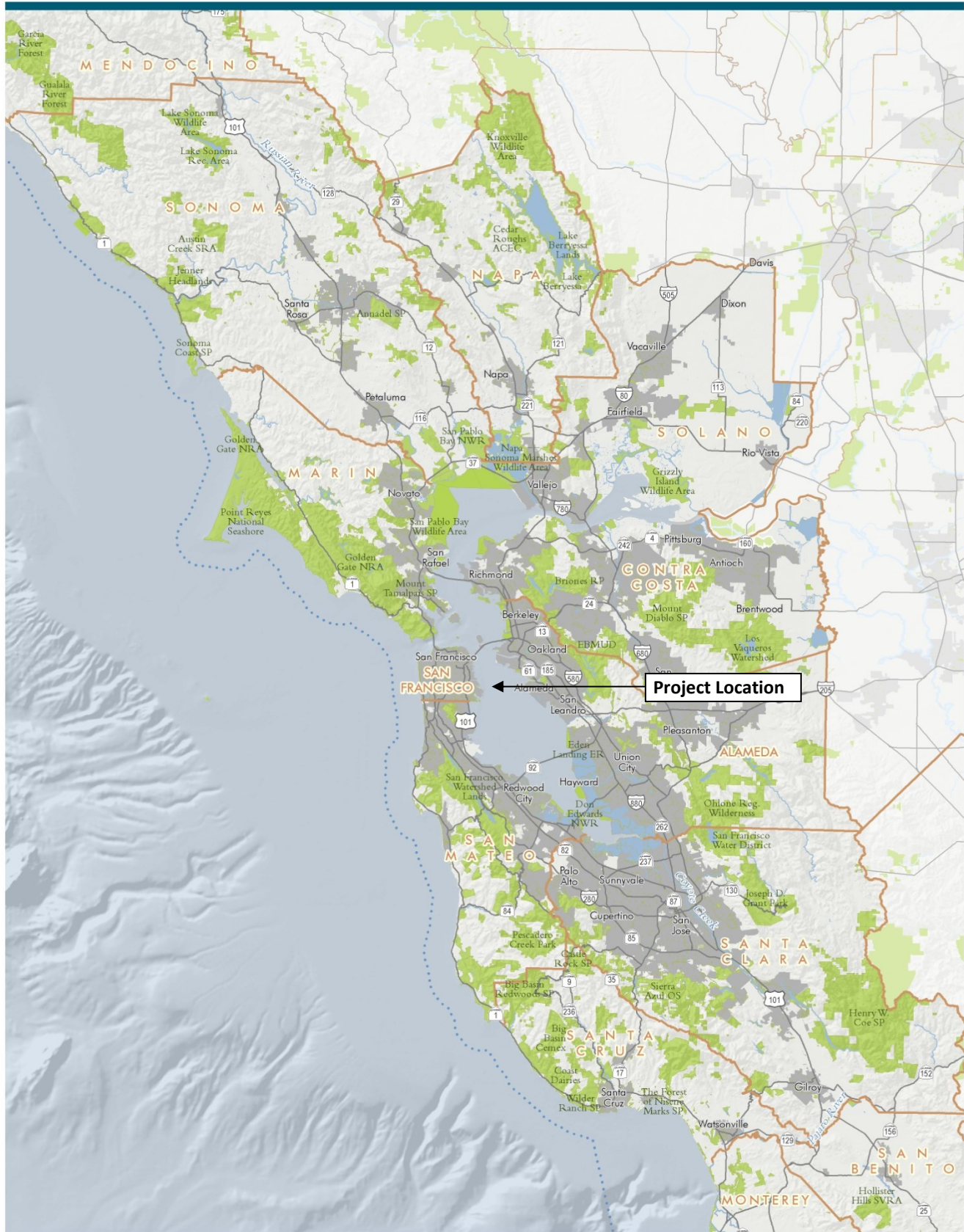
XXVIII. AMENDMENT

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.

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

Grant - Rev 11/20

AGREEMENT NUMBER 21-007	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6000417	

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

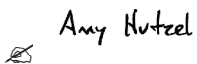

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME San Francisco Recreation and Park Department	



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 Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Philip Ginsburg, General Manager
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th 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	I certify that this agreement is exempt from Department of General Services' approval.  Erlinda Corpuz Procurement and Contracts Manager
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM	CHAPTER	
	3760-101-605100008(E)(B0622) = \$426,000.00	0006	
	3760-801-802900001(Q) = \$74,000.00	224	
TOTAL AMOUNT ENCUMBERED TO DATE \$500,000.00	PROJECT NAME Bay Area Ridge Trail: Twins Peaks Improvement Project	STATUTE 2020	FISCAL YEAR 20/21
		2004	04/05
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	

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

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- 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
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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.

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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

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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:

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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.

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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.

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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.

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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:

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- 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

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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.

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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.

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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.

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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.

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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.

Exhibit 1: Project Location Map

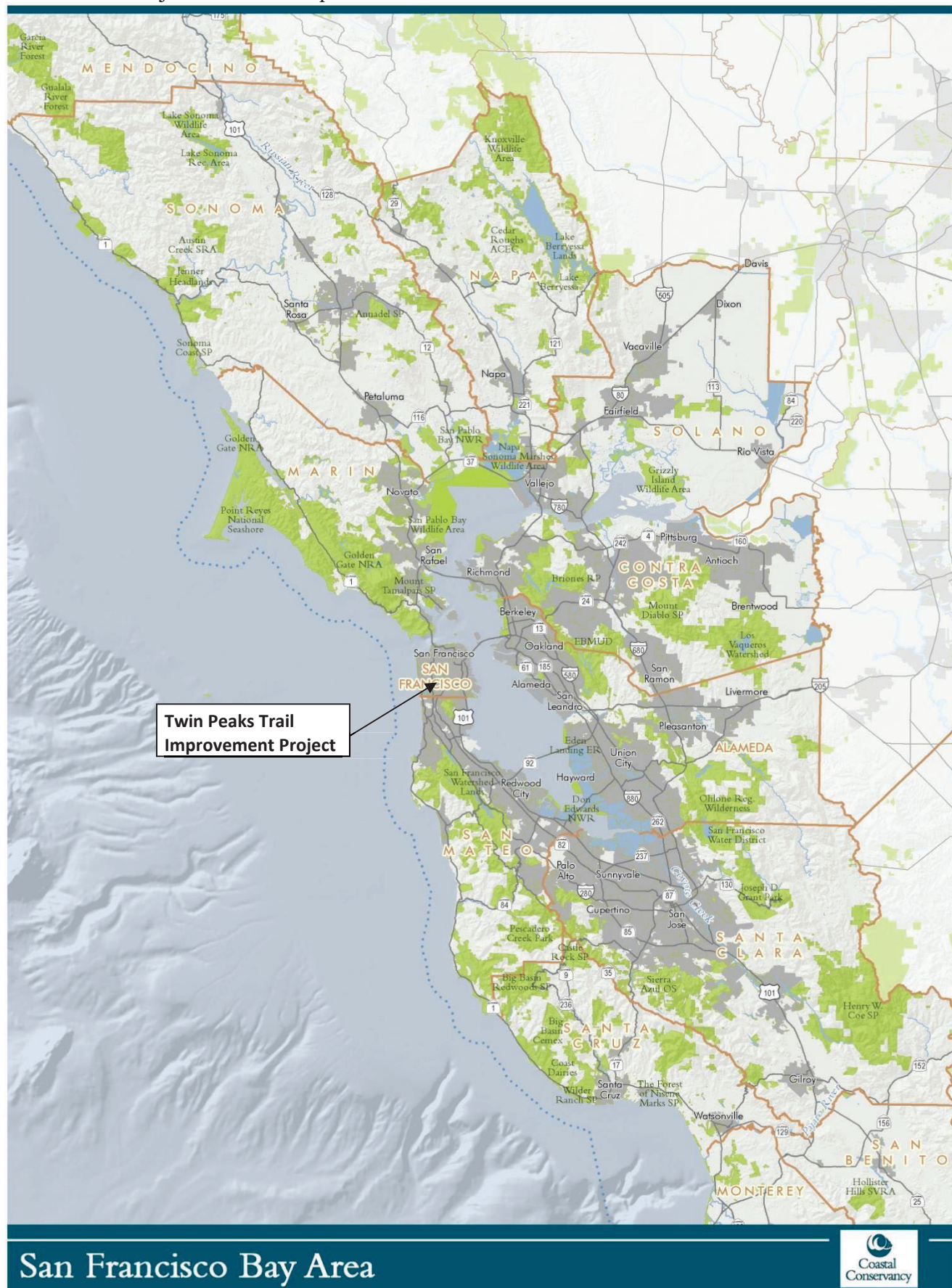


Exhibit B
COASTAL CONSERVANCY

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

EXHIBITS

Exhibit 1: [Project Location Map](#)

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

Exhibit 3: [Photos](#)

Exhibit 4: [Project Support Letters](#)

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

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

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.

Phase II - India Basin 900 Innes

Project Budget		Funding Sources	
Construction Hard Costs	\$54,300,000	State Coastal Conservancy	\$ 5,100,000
Unforseen Conditions & Contigency	\$10,860,000	Specified Grant	\$ 25,000,000
Soft Costs	\$6,428,000	Prop 68 Statewide Parks Bond	\$ 8,500,000
		California State Controller	\$ 833,023
		Private Grants JPFF	\$ 5,442,450
		2020 Healthy & Recovery Bond	\$ 26,247,353
		Cosco Busan	\$ 465,174
Total Project Budget	\$71,588,000	Total Funding Sources	\$ 71,588,000

RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2309-006

**APPROVING THE GRANT FUNDS FROM THE STATE COASTAL
CONSERVANCY FOR 900 INNES REDEVELOPMENT PROJECT**

WHEREAS, The Legislature of the State of California has established the State Coastal Conservancy (“Conservancy”) under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

WHEREAS, The Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy’s Strategic Plan and that best achieve the Conservancy’s statutory objectives, in light of limited funding; and

WHEREAS, City and County of San Francisco, Recreation and Park Department has applied for or intends to apply for Conservancy grant funding for 900 Innes Park Redevelopment Project (“the project”); and

WHEREAS, the Conservancy encourages applicants for grant funding to certify through a resolution the applicant’s approval of the application at the time of submission of an application to the Conservancy for an award of grant funds; now, therefore, be it

RESOLVED, that the applicant hereby:

1. Approves the filing of an application for funding by the Conservancy.
2. Has or will have sufficient funds to complete and, following completion, to operate and maintain any property acquired under the project or to operate and maintain any facilities funded as part of the project for a reasonable period, not less than the useful life of the facilities.
3. Agrees to provide any funds beyond the Conservancy grant funds necessary to complete the project.
4. Authorizes any person holding any of the following positions with the grantee to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements and instruments necessary to complete the project and to comply with the Conservancy's grant requirements, including, without limitation, the grant agreement: General Manager, Director of Planning and Capital Division, Director of Policy and Public Affairs, and Director of Operations.

Adopted by the following vote:

Ayes	7
Noes	0
Absent	0

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on September 21, 2023.



Ashley Summers, Commission Liaison



Search

Press Release: State Coastal Conservancy Awards \$84 Million for Climate Resilience, Public Access, Habitat Restoration, and Wildfire Resilience

Last week, the Board of the State Coastal Conservancy authorized funding totaling **\$84 million** for projects to protect and restore coastal lands, increase coastal resilience to climate change, improve public access to the coast, and reduce the impact of wildfire on coastal lands.

Grants awarded include:

- \$5,552,800 to the Redwood Community Action Agency to [restore 350 acres of coastal dune habitat along 4.5 miles of shoreline](#) to increase sea level rise resiliency on the north spit of Humboldt Bay.
- \$5,100,000 to the City and County of San Francisco, Recreation and Park Department, to construct [the India Basin Waterfront Park Phase 2: 900 Innes Redevelopment project](#) in San Francisco.
- A grant of up to \$31,852,000 to the Los Cerritos Wetlands Authority for the [Southern Los Cerritos Wetlands Restoration Project](#), which consists of planning and permitting for restoration and for providing public access to 103.5 acres of wetlands in Seal Beach, construction of an initial phase of the restoration and public access improvements on a portion of the Project site, and management of the wetlands.
- Funding of up to \$968,900 to 16 nonprofit organizations and public agencies through our [Explore the Coast](#) program for [16 projects](#) to provide coastal experiences for people and communities who face challenges or barriers to accessing or enjoying the coast.

####

Notes to Editors:

The projects approved at the meeting were:

1. A grant of up to \$82,700 to Mendocino Land Trust to conduct environmental studies and prepare designs and permit applications for establishing 0.4 miles of new [Coastal Trail across Saunders Landing](#), south of the City of Point Arena in Mendocino County.



2. A grant of up to \$180,000 to Kai Poma to conduct cultural and archeological resource studies and environmental surveys and to prepare a resource management plan for the [Blues Beach property](#) located in the community of Westport in Mendocino County.
3. A grant of up to \$168,256 to the Redwood Parks Conservancy to construct the [Sue-Meg State Park Rim Trail Project](#), consisting of a 262-foot trail realignment and the replacement of a temporary bridge with a 33-foot footbridge to reestablish California Coastal Trail continuity and increase accessibility in Sue-Meg State Park in Humboldt County.
4. A grant of up to \$400,000 to Sonoma County on behalf of its Public Infrastructure Department to prepare designs, an environmental review document, and permit applications for the [Geyserville Community Plaza Project](#), which consists of enhancing the 1.17-acre Park and Ride property in Geyserville, in Sonoma County.
5. A grant of up to \$469,100 to Sonoma Land Trust to [reduce wildfire risk and improve forest health](#) through thinning, pile burning, and removing vegetation to prepare for prescribed burns at three preserves in Sonoma County, and adoption of findings under the California Environmental Quality Act.
6. A grant of up to \$3,950,000 to The Wildlands Conservancy [to acquire approximately 8,085 acres of the Lone Pine Ranch property](#) at the confluence of the Eel River mainstem and Kekawaka Creek in Trinity County for the purposes of preserving and restoring fish and wildlife habitat, providing public access and recreation, and protecting open space and natural resources.
7. A grant of up to \$5,552,800 to Redwood Community Action Agency to [restore 350 acres of coastal dune habitat along 4.5 miles of shoreline](#) to increase sea level rise resiliency on the north spit of Humboldt Bay in Humboldt County, and adoption findings under the California Environmental Quality Act.
8. A grant of up to \$1,100,000 to TOGETHER Bay Area to support conservation planning in the nine-county San Francisco Bay Area and Santa Cruz by [updating the Conservation Lands Network planning tool](#), including expanded partner engagement and data updates to support regional biodiversity and habitat resilience.
9. A grant of up to \$5,100,000 to the City and County of San Francisco, Recreation and Park Department, 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; and adoption of findings under CEQA.
10. A grant of up to \$1,781,600 to Literacy for Environmental Justice to implement the [Heron's Head Park Climate Resilience Project](#) consisting of enhancing 9 acres of wetland adjacent upland habitat, providing job training to 40-60 local young adults, and hosting 15-20 stewardship days annually at Heron's Head Park in the City and County of San Francisco.
11. A grant of up to \$8,990,000 to the City of Berkeley to implement [Berkeley Marina improvements](#) consisting of 1) maintenance dredging of the Berkeley Marina harbor and entrances; and 2) replacement of two failing dock systems (Docks D and E) in the City of Berkeley, Alameda County.
12. A grant of up to \$4,351,500 to San Francisco State University to plan and design two, and implement one, sea level rise adaptation project, develop a workforce training program in nature-based climate resiliency, and develop a consortium of experts to [advance nature-based adaptation projects in various Bay Area counties](#), including Marin, San Francisco, Solano, Alameda, San Mateo, and Santa Clara.
13. A grant of up to \$1,188,000 to Santa Clara Valley Open Space Authority to prepare a draft master plan, and conduct community engagement to inform the draft master plan, for approximately [1,550 acres of conserved lands in Coyote Valley](#), Santa Clara County.
14. A grant of up to \$3,428,460 to Ducks Unlimited to conduct outreach and planning and to prepare engineering designs and environmental compliance documentation for landscape-scale ecological restoration, flood protection, and public access on [6,000 acres in the Sonoma Creek Baylands](#) in Sonoma County.
15. A grant of up to \$1,233,315 to the City of Oakland to complete planning and design for the approximately 0.6-mile off-street multi-use trail known as [the 66th Ave BART to Bay Trail Project](#) in Oakland, Alameda County.
16. A grant of up to \$500,000 to augment the Conservancy funding previously authorized on May 5, 2022, for the purpose of contracting for services to prepare environmental review documents, a cultural and tribal resource survey, and a property appraisal for the [Hollister Ranch Coastal Access Program](#), in Santa Barbara County.
17. A grant of up to \$200,000 to the Santa Barbara Botanic Garden to protect Chumash cultural resources and restore 2.25 acres of native habitat at [Hammond's Meadow County Open Space](#) in southern Santa Barbara County, and adoption of findings under the California Environmental Quality Act.
18. A grant of up to \$500,000 to the City of Santa Cruz to assess the feasibility of using living shorelines, sand management techniques, and other nature-based solutions to address coastal hazards and advance climate [adaptation planning along 3.2 miles of the Santa Cruz coastline](#), and to develop conceptual designs for one to three projects identified in the feasibility study.
19. A grant of up to \$308,200 to three nonprofit organizations and the University of California, Santa Barbara for four community-based natural resource restoration and enhancement projects on approximately 24 acres in coastal wetlands and along stream corridors in the Southern and Central California region as



- part of the [2023 Community Wetland Restoration Grant Program](#); and adoption of findings under the California Environmental Quality Act.
20. A grant of up to \$400,000 to augment the Conservancy grant previously authorized on May 27, 2021, up to a total of \$460,000, to the California Department of Parks and Recreation to prepare plans, environmental review documents, and permit applications for [two new restrooms in Garrapata State Park](#) in Big Sur, Monterey County.
 21. A grant of up to \$400,000 to the Ojai Valley Land Conservancy to acquire a 44.38-acre property that includes the Riverview trailhead and parking area to permanently protect and restore habitat and natural resources, preserve open space, and provide public access to the [Ventura River Preserve](#), in unincorporated Ventura County.
 22. A grant of up to \$1,773,250 to the University of California, Santa Barbara (UCSB) for tribal and community engagement and outreach, planning and design of coastal access improvements, removal of legacy oil infrastructure, and restoration of coastal habitats at [the Ellwood Marine Terminal site](#) on the UCSB campus in Santa Barbara County, and adoption of findings under the California Environmental Quality Act.
 23. A grant of up to \$1,110,000 to the Coastal San Luis Resource Conservation District to prepare plans, permit applications, and environmental review documents for [increased flooding resilience along lower Chorro Creek](#) in the Morro Bay watershed in San Luis Obispo County.
 24. A grant of up to \$2,000,000 to the California Department of Parks and Recreation to [restore 5 acres of habitat in and around the Villa Creek Estuary](#), San Luis Obispo County.
 25. A grant of up to \$1,570,000 to the California Rangeland Trust to [acquire a conservation easement over the 1,014-acre Wong Asuncion](#) Ranch in unincorporated Atascadero for natural resource conservation, habitat connectivity, protection of the Toro Creek watershed, and, to the extent compatible with resource conservation, sustainable grazing.
 26. A grant of up to \$889,225 to the California Marine Sanctuary Foundation to establish [the Monterey Bay Living Shorelines Program](#), which consists of developing a project prioritization framework, preparing three priority conceptual level plans, completing three ongoing living shoreline projects, developing a tool to monitor and assess effectiveness of living shoreline projects, conducting robust community engagement, and coordinating with State Parks to produce effective pathways for State Parks to integrate living shorelines into its resource management approaches in the Monterey Bay region.
 27. A grant of up to \$354,000 to augment the Conservancy grant of \$2,087,500 previously authorized to the City of Riverside for (1) the acquisition of four acres at 5200 Tequesquite Avenue in the City of Riverside in Riverside County, and (2) the preparation of designs, engineering, and environmental documentation for nine projects along 4.7 miles of the [Santa Ana River Parkway](#) in the City of Riverside in Riverside County.
 28. A grant of up to \$2,141,205 to the City of Imperial Beach to conduct outreach and planning and to prepare designs, environmental compliance documents, and permit applications needed to retrofit a 1.2-mile segment of the Bayshore Bikeway into a multi-benefit community flood protection and ecosystem resilience corridor as part of the [Bayshore Bikeway Resiliency Project](#) in Imperial Beach, San Diego County.
 29. Authorization to 1) disburse up to \$31,852,000 to the Los Cerritos Wetlands Authority for the [Southern Los Cerritos Wetlands Restoration Project](#), which consists of planning and permitting for restoration and for providing public access to 103.5 acres of wetlands in Seal Beach, construction of an initial phase of the restoration and public access improvements on a portion of the Project site, and management of the wetlands, and 2) adoption of findings under the California Environmental Quality Act.
 30. Funding of up to \$968,900 to nonprofit organizations and public agencies for 16 projects that [facilitate and enhance the public's opportunities to explore the California coast](#). Participants are drawn from throughout the State and will visit coastal locations from Del Norte County south to San Diego County.
 31. A grant of up to \$1,057,650 to the Resource Conservation District of Monterey County and the San Luis Obispo County Fire Safe Council for two additional wildfire resilience projects under the [Conservancy's Wildfire Resilience Program 2023-2024](#).

The State Coastal Conservancy is a state agency, established in 1976, to protect and improve natural lands and waterways, to help people get to and enjoy the outdoors, and to sustain local economies along California's coast. The Conservancy is a non-regulatory agency that supports projects to protect coastal resources and increase opportunities for the public to enjoy the coast.

Since its founding, the Conservancy has:

- Completed over 4,000 projects along the California coastline and in the San Francisco Bay Area.
- Conserved over 390,000 acres of coastal lands.
- Restored over 33,000 acres of habitat.
- Installed over 200 new coastal accessways.



- Built 210 miles of new trails.
- Put over \$1.8 billion to work for conservation projects.



Latest News

- ▶ **Press Release: State Coastal Conservancy Awards \$84 Million for Climate Resilience, Public Access, Habitat Restoration, and Wildfire Resilience**
- ▶ **San Francisco Bay Area Water Trail Implementation Meeting #41 – September 29, 2023, 10am – 12pm**
- ▶ **2023 State Coastal Conservancy Request for Qualifications and Information**
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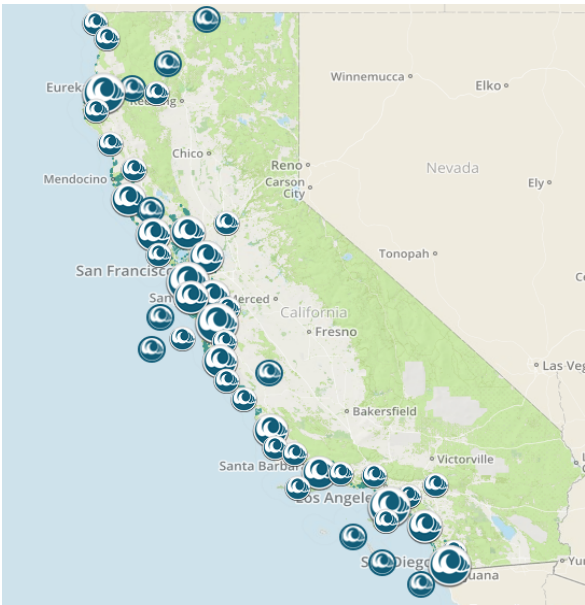


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London N. Breed, Mayor
Philip A. Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Philip A. Ginsburg, General Manager
Recreation and Park Department

DATE: October 5, 2023

SUBJECT: Accept and Expend Legislation for Subject Grant

GRANT TITLE: California State Coastal Conservancy – 900 Innes Development

Attached please find the original and ~~4~~ copies of each of the following:

- X Proposed grant resolution; original signed by Department, Mayor, Controller
- X Grant information form, including disability checklist
- X Grant budget
- X Recreation and Park Commission Resolution
- X Grant Award Announcement
- X Sample Grant Agreement

Special Timeline Requirements: October 2023. The grant funds construction work scheduled to start in October.

Departmental representative to receive a copy of the adopted resolution:

Name: Toni Moran

Phone: 415 794-8173

Interoffice Mail Address: 49 South Van Ness, Suite 1220

Certified copy required Yes ☐

No ☒

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

