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STATE OF CALIFORNIA
State Coastal Conservancy

GRANT AGREEMENT

Grant - Rev 11/20

AGREEMENT NUMBER	AM. NO.
G24-058	

TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO.
94-6000417

THIS AGREEMENT is entered into this 4th day of December, 2024 in the State of California, by and between:

AGENCY
State Coastal Conservancy

and

GRANTEE'S NAME
City and County of 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 the City and County of San Francisco, Recreation and Park Department ("the grantee") a sum not to exceed $1,000,000 (one million 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 Park Department
BY *(Authorized Signature)* ✍ Amy Hutzel	BY *(Authorized Signature)* ✍
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Phillip A. Ginsburg, General Manager
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th 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	PROGRAM/CATEGORY	FUND TITLE/PROP NO.		
$1,000,000.00	Local Assistance	General Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND ITEM	CHAPTER	STATUTE	FISCAL YEAR
$-0-	3760-101-0001(A)(a)	12	2023	23/24
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME			
$1,000,000.00	Upper Great Highway, Lincoln Way to Sloat Boulevard, Climate Resilience Project			

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

Erika Gomez

Erika Gomez
Procurement and Contracts Manager

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 ACCOUNTING OFFICER	DATE
Roselin Devi	12/4/2024

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The grantee shall use the funds to conduct planning ("the project") for the Upper Great Highway between Lincoln Way to Sloat Boulevard, in the City and County of San Francisco, as shown on Exhibit A, which is incorporated by reference and attached.

The project consists of conducting climate and ecological studies, a recreation study, and a transportation study, conducting community engagement, and preparing 2 to 4 conceptual design alternatives for climate resilient recreation and habitat enhancement. The climate and ecological studies will provide sea level rise and storm scenarios to prepare the area for and assess opportunities for nature-based adaptation strategies to improve ecological conditions for wildlife and reduce climate change impacts. The recreation study will help identify recreation needs and improvements, including ADA accessibility improvements. The transportation study will collect transportation data and analyze transportation modes to better plan for the closure of the Upper Great Highway. The community engagement will develop an information story-map, implement a public survey that will obtain 4,000-5,000 responses, and host three on-site walking tours. The conceptual design alternatives will address climate adaptation, recreation, and ecological enhancement opportunities for the project area.

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 COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy will not be obligated to disburse any funds under this agreement 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 ("Executive Officer") has approved in writing:

    a. The work program for the project as provided in section "V. WORK PROGRAM".

    b. 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. The grantee has provided for required insurance coverage as described in section XIII. INSURANCE.

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III. TERM OF AGREEMENT

This agreement will take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT". This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on March 31, 2027 ("the termination date") unless otherwise terminated early as provided in this agreement. However, the grantee shall complete all work by December 31, 2026 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 31, 2027.

IV. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its November 21, 2024 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

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Standard Provisions

V. WORK PROGRAM

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

1. The specific tasks to be performed.

2. A schedule of completion for the project, specifically listing the date for completing each project component and showing that the project will be completed by the completion date.

3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project. The work program must list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

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 carry out the project in accordance with the approved work program.

VI. COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

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VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location. The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

VIII. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT 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 grantee's submission of a "Request for Disbursement" form. The grantee shall submit requests for disbursement no more frequently than monthly and no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section "X. PROJECT COMPLETION", and upon the Conservancy's acceptance of the project.

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

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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 in accordance with the rates set forth in "SCC Travel Reimbursement Rates for Grants and Contracts," as posted on the Conservancy's website at https://scc.ca.gov.
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 must 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 must sign the form. Each form must 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 unless and 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 overheard 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

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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

The grantee shall complete the project by the completion date provided in section "III. TERM OF AGREEMENT". Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section "III. TERM OF AGREEMENT":

1. The conceptual design alternatives and all other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.

2. 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.

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. 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 this agreement for any reason by providing the grantee with thirty days notice in writing. Before the project is complete, the Conservancy may 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

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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.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

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. 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.

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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.

XIII. INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by 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 required by this section 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.

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.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

a. General Liability: *(Including operations, products and completed operations, as applicable)*	$1,000,000 per occurrence for bodily injury, personal injury and property damage.
b. Automobile Liability:	$1,000,000 per accident for bodily injury and property damage.

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c. Worker's Compensation: Worker's compensation as required by law.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Waiver of Subrogation. 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.

5. Acceptability of Insurers. Insurance must 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 reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

7. Contractors. The grantee 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.

XIV. 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, disbursement of all funds related to work under the

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agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, 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 final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

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.

XV. COMPUTER SOFTWARE

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

XVI. 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

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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.

XVII. 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.

XVIII. 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 Prevailing Wage Laws for State Coastal Conservancy Grantees" (2023), 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.

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XIX. 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.

XX. 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.

XXI. INDEPENDENT CAPACITY

The grantee, and the agents and employees of the 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.

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XXII. ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

XXIII. TIMELINESS

Time is of the essence in this agreement.

XXIV. 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.

XXV. AMENDMENT

Except as expressly provided in this agreement, no change 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.

XXVI. SURVIVAL

The obligations in sections "VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "XII. INDEMNIFICATION AND HOLD HARMLESS" survive the termination of this agreement.

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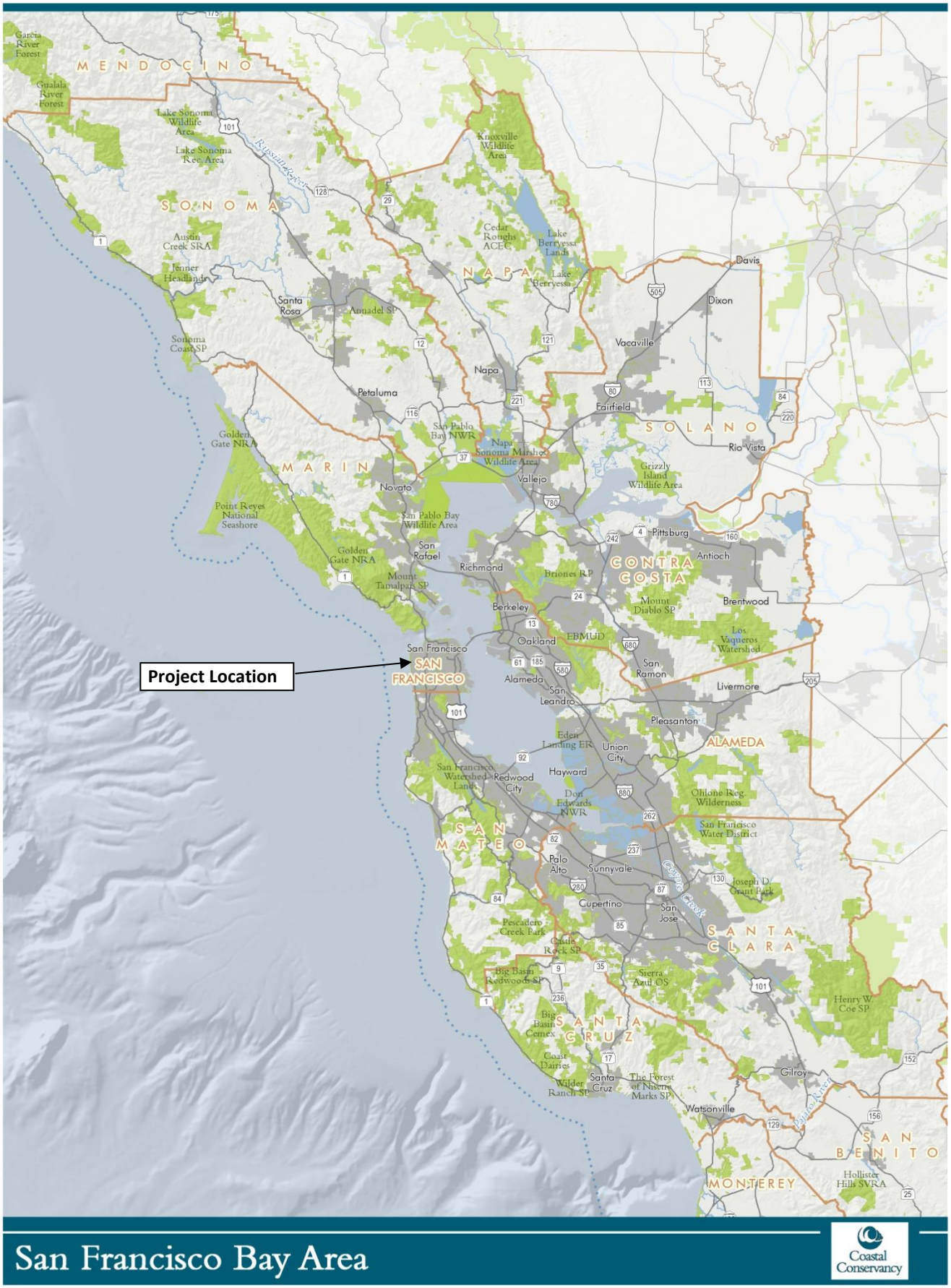
Exhibit A

Upper Great Highway, Lincoln Way to Sloat Blvd., Climate Resilience Project

Exhibit 1: Project Location Maps



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Upper Great Highway, Lincoln Way to Sloat Blvd., Climate Resilience Project
Exhibit 1: Project Location Maps

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Exhibit B

COASTAL CONSERVANCY

Staff Recommendation
November 21, 2024

UPPER GREAT HIGHWAY, LINCOLN WAY TO SLOAT BLVD., CLIMATE RESILIENCE PROJECT

Project No. 24-048-01
Project Manager: Erica Johnson

RECOMMENDED ACTION: Authorization to disburse up to $1,000,000 to San Francisco Recreation and Parks Department to implement the Upper Great Highway Climate Resilience Project, consisting of conducting technical studies and community engagement, and preparing conceptual alternatives to prepare Upper Great Highway, from Lincoln Way to Sloat Boulevard, for climate change impacts in the City and County of San Francisco.

LOCATION: Upper Great Highway from Lincoln Way to Sloat Blvd., City and County of San Francisco

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EXHIBITS

Exhibit 1: Project Location Map

Exhibit 2: Project Photos

Exhibit 3: Executive Summary, Growing Resilience: Recommendations for Dune Management at North Ocean Beach 2023

Exhibit 4: Project 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 one million dollars ($1,000,000) to San Francisco Recreation and Parks Department ("the grantee") to implement the Upper Great Highway Climate Resilience Project, consisting of conducting technical studies and community engagement, and preparing conceptual alternatives to prepare Upper Great Highway, from Lincoln Way to Sloat Boulevard, for climate change impacts in the City and County of San Francisco ("the project").

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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.

In addition, to the extent appropriate, the grantee shall incorporate the guidelines of the Conservancy's 'Coastal Access Project Standards'.

Findings:

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

3. The proposed authorization is consistent with Chapter 4.5 of Division 21 of the Public Resources Code, regarding San Francisco Bay Program.
4. The proposed project is consistent with the current Conservancy Project Selection Criteria.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends the Conservancy authorize a $1,000,000 grant to San Francisco Recreation and Parks Department (SFRPD) for Upper Great Highway Climate Resilience Project. The project consists of conducting technical studies and community engagement, and preparing conceptual alternatives to prepare Upper Great Highway, from Lincoln Way to Sloat Boulevard, for climate change impacts in the City and County of San Francisco (Exhibit 1).

The Upper Great Highway (the highway) is a two mile-long, 4-lane highway that runs parallel to the Pacific Ocean between Lincoln Way and Sloat Boulevard in San Francisco (Exhibit 1, figure 2). Adjacent to the highway is a Coastal Trail segment that has a separated bike and pedestrian trail. West of the highway are coastal dunes habitat, sandy beach, and multiple access points to Ocean Beach through the dunes (Exhibit 2, Figure 1). The highway has had ongoing issues with sand erosion from the adjacent beach and dunes. The erosion is caused by high winds and storms but exacerbated by human-made foot trails that trample dune plants. When the sand travels landward, it accumulates in such large quantities on the highway that it can prevent vehicular transportation and recreation, cause damage to the traffic lights, and clog the city's combined stormwater and sewer system (Exhibit 2, Figure 2). The highway is closed up to 37 days per year due to sand accumulation, and recreation amenities (trails, parking lots, beach access) are often obstructed for several weeks each spring, temporarily eliminating accessibility to people with disabilities and bikes.

Climate change impacts such as increased frequency of storms and sea level rise, are anticipated to increase the number of days per year the highway is closed and cause other issues. The 2012 Ocean Beach Master Plan predicts the area to be impacted by coastal flooding due to sea level rise and stormwater inundation by year 2070. The San Francisco Planning

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Department's Sea Level Rise Vulnerability and Consequences Assessment of 2020 predicts that 5.5 feet of sea level rise would inundate the beach and segments of the Coastal Trail. Both plans call for planning and preparation of the project area for climate change impacts.

In recent years, the project area showed potential for other uses that would allow for greater recreation, ecological, and climate adaptation benefits. During the COVID 19 Pandemic, the highway was closed to vehicles to improve public access to recreation (Exhibit 2, Figures 3-6). The closure allowed people to use the highway to walk, skate, and bike. The roads were re-opened to vehicular transportation when shelter-in-place orders were lifted; however, the San Francisco Board of Supervisors approved a 3-year pilot project in 2022 to close the roads to vehicular access on the weekends to allow for recreation on the highway. In November 2024, the residents of San Francisco will vote on whether to close the highway permanently to vehicular transportation. Other options to full closure include reducing the number of lanes that are open or to make permanent the pilot where the highway is only closed to traffic on the weekends (partial closure). Regardless of the outcome, SFRPD will need to implement the project, but pending the results of the November election, the specific focus on some of the project studies will be refined.

The project specific tasks are as follows:

5. Climate and Ecological studies – SFRPD will implement an updated sea level rise (SLR) study that will provide more up-to-date and specific SLR and storm scenarios to prepare the project area for than the previous assessments mentioned above. SFRPD will also assess opportunities to implement nature-based adaptation strategies to improve ecological conditions for wildlife and reduce climate change impacts.
6. Recreation study – SFRPD will conduct a gap analysis, informed by community engagement (see below) to identify recreation needs of communities near the highway. The study will consider options like the re-alignment of the Coastal Trial, access points to the beach that reduce trampling of dune plants, wind shielded recreation area behind the dunes, a multi-use promenade, and Americans with Disability Act (ADA) accessibility improvements.
7. Transportation study – The project team will collect transportation data and analyze transportation modes and patterns to better plan and support active transportation (e.g. biking) for the sustainable growth of the area. The analysis will include the exploration of alternative transportation routes in the event full or partial closure of the highway.
8. Community engagement - SFRPD will develop and implement a public participation plan that includes community meetings, online engagement, and on-site engagement. The project team will solicit input from up to 40 community and stakeholder groups, develop an informational story-map, aim to receive up to 5,000 online survey responses, and host three on-site walking tours. The community will inform alternative designs for future recreational, transportation, and ecological needs in the project area.

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9. Conceptual alternatives – up to four conceptual design alternatives will be developed based on the findings from the studies and community engagement. Depending on the November 2024 ballot decision, the alternative designs will explore either full closure of the highway or partial closure. The public will have the opportunity to review and recommend the best conceptual alternatives for the project area. These concepts will be presented to key decision makers, including the Recreation and Parks Commission, the San Francisco Municipal Transportation Agency Board of Directors, and the San Francisco Board of Supervisors, for a decision in December of 2025 when the current partial closure pilot ends.

Site Description:

The project area consists of the four lane Upper Great Highway and the two recreational trails that run parallel to the highway between Lincoln Way and Sloat Blvd. One of the recreation trails runs alongside the dunes, and the other recreation trail is a paved path and runs between the highway and a residential street called Great Highway. The project area is about two miles in length and includes the sand dunes up to 50 feet from the Upper Great Highway. The project area is approximately 50 acres in size and is all under the jurisdiction of SFRPD. Ocean Beach is adjacent to the project area and is managed in part by SFRPD (up to fifty feet West of the Upper Great Highway), with the remaining area under the jurisdiction of the National Park Service (Exhibit 2, Figure 7). The project area and adjacent residential areas were historically all sand dunes.

The neighborhood adjacent to the project area is Outer Sunset, part of the Sunset District which is the most populated neighborhood in San Francisco. Ocean Beach is one of the main attractions in the area for recreation. According to the Sea Level Rise Vulnerabilities and Consequences Assessment (2020), Ocean Beach draws more than 300,000 visitors each year; however, the entire length of Ocean Beach is expected to be inundated by temporary coastal flooding. In addition, damage to trails, parking, and the highway itself will occur due to flooding and sand erosion.

In December of 2023, a collaborative effort led by San Francisco Estuary Institute (SFEI) and funded by the Conservancy called the Sunset Natural Resilience Project, engaged the National Park Service and various departments of the City and County of San Francisco in developing recommendations for sand management and public access improvements at North Ocean Beach. SFEI and key collaborators summarized findings and recommendations in the Growing Resilience: Recommendations for Dune Management at North Ocean Beach report (North Ocean Beach Report) (Exhibit 3). While the report recommends management strategies that could be implemented on Ocean Beach Recreation Area, some of those strategies are relevant to the proposed project because the dunes overlap the Ocean Beach Recreation Area and Upper Great Highway project area. The proposed project will incorporate the sand and ecological management recommendations from the report where applicable, along with any additional findings from the studies proposed in this project.

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Grant Applicant Qualifications:

SFRPD manages 4,113 acres of recreational and open space, including 220 parks throughout the city and has also been the successful recipient of numerous Federal, State, local, and private fund awards. The Capital and Planning Division that will implement the project is comprised of over 28 staff with roles in project management, planning, finance, public outreach, and various support functions. The staff have a background in park planning and transportation analysis and are knowledgeable of the coastal erosion conditions of the Upper Great Highway. The agency also has professional service agreements with various consultants to assure biological, historical, and cultural resources are protected. In 2021, the same project team successfully delivered a planning project for JFK Drive, a roadway in Golden Gate Park, engaging over 10,000 San Franciscans in a robust community process that led to 3 miles of roadway converted to bicycle and pedestrian-only streets (promenade). SFRPD is supported by the San Francisco Municipal Transportation Agency (SFMTA) that specializes in transportation planning, engineering, traffic modeling, and street design. In addition, SFRPD, SFMTA, and the National Park Service have an established relationship with each other with respect to managing the dunes, the roadway, and parking lots where the agency boundary exists. The three agencies recently participated in the North Ocean Beach Report described above. Letters of support from the project partners are included as Exhibit 4.

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 provides important benefits to the region by preparing the project area to mitigate climate change impacts, while improving recreation opportunities and native coastal habitat. The project advances the State's 30X30 Executive Order by conducting the studies and planning needed to enhance or restore degraded coastal dunes habitat (Strategy 6.1) and buffer infrastructure and recreational amenities from sea level rise (Strategy 6.2) using nature-based strategies. The proposed project also advances the following plans:

Ocean Beach Master Plan (2012): In preparation for climate change impacts (sea level rise and erosion) along Ocean Beach, the plan calls for reducing the lanes of the highway to facilitate managed retreat, implement dunes restoration, and install modular boardwalks to provide public access with minimal impacts (Ocean Beach Middle Reach, Key Move 3 and 4). The

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proposed project will conduct the necessary studies and conceptual design to consider these recommendations.

San Francisco General Plan, Western Shoreline Area Plan: This is a section of a city-wide general plan and Objective 2 calls for the redesign of the Great Highway to enhance its scenic qualities and recreational use and Objective 6 which calls for maintenance and enhancement of recreational use of the Ocean Beach shoreline. The proposed project helps to improve access and recreation along the Great Highway and Ocean Beach while also improving the habitat and habitat connectivity for wildlife.

San Francisco Sea Level Rise Assessment and Consequences (2020): This assessment identifies the project area as being vulnerable to sea level rise and calls for alternative public access in anticipation for portions of the Coastal Trail to be inundated and calls for the implementation of the Ocean Beach Master Plan as a critical next step for sea level rise adaptation planning.

SFEI's Growing Resilience: Recommendations for Dune Management at North Ocean Beach (2023): The proposed project will consider sustainable mitigation strategies and dune improvements described in the report, described briefly in the Project Description above.

In addition, the city has goals for increasing housing and population in the Sunset District. This project actively examines how Upper Great Highway can support additional recreational space and active transportation for the sustainable growth of the city.

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

The proposed project will develop conceptual alternative designs for the project area that anticipates future climate change and adaptation strategies as described in the Project Description section above. The project will combat loss of shoreline open space by assessing alternative recreation opportunities. SFPRD will develop design alternatives with community input using the best available science.

4. Project delivers multiple benefits and significant positive impact.

The proposed project will plan for sea level rise, increased stormwater run-off, and increased erosion of the adjacent beach and dunes. In the long term, climate change impacts will reduce the area's ability to support transportation and recreation, damage key city infrastructure (roads, traffic lights, stormwater and sewage drainage), and reduce coastal habitat. For these reasons, the project will conduct the technical studies and community engagement as described in the "Project Description" section above to help prepare for and mitigate those impacts. In addition, SFRPD will incorporate the recommendations, planting palette, and design guidance developed by SFEI via the Sunset Natural Resilience project that is a coordinated effort to improve wildlife habitat and connectivity along the Western shoreline.

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

In November 2024 the residents of San Francisco will vote to decide whether the Upper Great Highway will be closed permanently to vehicular traffic or not. The outcome of the vote will

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determine the design scenarios that SFRPD will consider to address climate adaptation, ecological restoration or enhancement, and recreation needs and improvements. The proposed project will implement community engagement to inform the development of the conceptual designs for recreation, transportation (vehicular and alternative transportation), and climate adaptation described in the "Project Description" section above. Project letters are included in Exhibit 4.

PROJECT FINANCING

Coastal Conservancy	**$1,000,000**
San Francisco General Fund - Transportation	$120,000
SFRPD General Fund	$120,000
Project Total	**$1,240,000**

Conservancy funding is anticipated to come from Fiscal Year 2023/24 appropriation of General Fund to the Conservancy for the purposes of "urgent sea level rise adaptation and coastal resilience needs using nature-based strategies and other solutions" (Budget Act 2023, Chapter 12 of Statutes of 2023 (SB 101) as amended by Chapter 38, Statutes of 2023 (AB102)).The proposed project will meet this objective because it will conduct studies and develop conceptual designs to restore and protect coastal dunes habitat in order to mitigate erosion and coastal flooding caused by sea level rise.

The San Francisco City and County will provide $120,000 to this project from its General Fund designated to transportation projects. SFRPD will contribute $120,000 to this project from its General Fund.

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 Chapter 4.5 of Division 21 of the Public Resources Code, Sections 31162 et seq. regarding the San Francisco Bay Area Program, which authorizes the Conservancy to undertake projects and award grants in the nine-county San Francisco Bay Area that will help achieve the goals of the San Francisco Bay Area Conservancy Program.

Section 31162(a) authorizes the Conservancy to award grants for projects that improve public access to, within, and around the bay, coast, ridgetops, and urban open spaces, consistent with the rights of private property owners, and without having a significant adverse impact on agricultural operations and environmentally sensitive areas and wildlife through completion of regional and local trail systems and through the provision of related facilities, such as picnic areas and staging areas. The proposed project will conduct studies and planning to improve

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public access to the coast along a highly urbanized portion of the coast while also improving coastal dunes habitat for wildlife.

Section 31162(b) authorizes the Conservancy to award grants for projects that protect, restore, and enhance natural habitats and connecting corridors, watersheds, scenic areas, and other open-space resources of regional importance. The proposed project will help plan a project to enhance and restore coastal dunes habitat for the benefit of wildlife and to mitigate increased erosion and coastal flooding anticipated due to climate change.

Section 31162(d) authorizes the Conservancy to award grants for projects that promote, assist, and enhance open space and natural areas that are accessible to urban populations for recreational and educational purposes. The proposed project will incorporate additional public recreation amenities to improve public access to the project adjacent Ocean Beach and mitigate sand erosion that causes recreational trails, beach access points, and the highway to close temporarily.

CONSISTENCY WITH CONSERVANCY'S 2023-2027 STRATEGIC PLAN:

Consistent with **Goal 2.5, Recreation Facilities and Amenities**, the proposed project will conduct the initial planning required to improve public access amenities by utilizing nature-based strategies to reduce sand erosion and road closures and explore alternative modes of transportation that could be supported in the project area.

Consistent with **Goal 3.2, Restore and Enhance Habitat**, the proposed project will conduct the initial planning required to enhance and/or restore coastal dunes habitat to improve the safety and connectivity of urban wildlife, improve habitat, and reduce erosion.

Consistent with **Goal 4.1, Sea Level Rise Adaptation**, the proposed project will conduct the initial planning required to adapt public infrastructure, public access infrastructure, and use nature-based strategies to mitigate potential impacts from coastal flooding and erosion.

CEQA COMPLIANCE:

The proposed project is categorically exempt from CEQA under 14 Cal. Code Regulation Section 15306 for information collection because it consists of basic data collection and resource evaluation activities that will not result in a serious or major disturbance to an environmental resource. The proposed project is a part of a study leading to an action which a public agency has not yet approved, adopted, or funded. The project is also statutorily exempt under 14 Cal. Code Regulation Section 15262 in that the proposed project will prepare conceptual plans for future actions that have not yet been approved, adopted, or funded.

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