File No. 251148 **Committee Item No.** 5
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** January 28, 2026
Board of Supervisors Meeting **Date** _____

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OTHER **(Use back side if additional space is needed)**

☒	☐	RPC Resolution No. 2509-005 9/18/2025
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Completed by: Brent Jalipa **Date** January 22, 2026
Completed by: Brent Jalipa **Date** _____

FILE NO. 251148 RESOLUTION NO.

[Accept and Expend Grant - San Francisco Bay Restoration Authority Measure AA Grant - India Basin Shoreline Park Project - $1,150,000]

Resolution authorizing the Recreation and Park Department to accept and expend a grant in the amount of $1,150,000 from the San Francisco Bay Restoration Authority Measure AA Grant for the India Basin Shoreline Park Project; to enter into the associated grant agreement (as required by Charter, Section 9.118(a) that requires the continued operation of the property for public recreation for a period of 20-years upon project completion; and to enter into modifications and amendments to the grant agreement that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the agreement or this Resolution.

WHEREAS, The City and County of San Francisco owns the parcels that comprise India Basin Shoreline Park ("Property") located in the Bayview Hunters Point ("BVHP") neighborhood; and

WHEREAS, The Property is under the jurisdiction of the Recreation and Park Department ("RPD") and is being renovated as Phase Three of the India Basin Waterfront Initiative ("IBWI"); and

WHEREAS, The San Francisco Bay Restoration Authority ("Authority") was established in 2008 by the San Francisco Bay Restoration Authority Act, California Government Code, Section 66700 et seq. ("Act") as a regional entity to generate and allocate resources for the protection and enhancement of tidal wetlands and wildlife habitat in the San Francisco Bay and along its shoreline; and

WHEREAS, The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure ("Measure AA"), which passed in June of 2016 with over a two-thirds majority in the nine-county San Francisco Bay Area, authorized the Authority to collect a

special parcel tax that is expected to raise approximately $25 million annually for twenty years; and

WHEREAS, The Authority grants Measure AA funds for projects that satisfy the Act and Measure AA funding criteria; and

WHEREAS, Phase Three of the IBWI is consistent with the goals of the Act and Measure AA Strategic Goals; and

WHEREAS, RPD applied for and was awarded a $1,150,000 grant from the Authority to improve the Property to support shoreline restoration and improve public access for the BVHP community; and

WHEREAS, On September 18, 2025, the Recreation and Park Commission adopted Resolution Number 2509-005 to apply for funding from the San Francisco Bay Restoration Authority for India Basin Shoreline Park Project; and

WHEREAS, As a condition of receiving the SFBRA Grant, RPD is required to agree to the terms of the Grant Agreement substantially in the form of the sample contract which is on file with the Clerk of the Board under File No. 251148 and which is hereby declared to be part of this Resolution as if set forth fully herein; and

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

WHEREAS, This grant does not create any new positions and will not require an amendment to the Annual Salary Ordinance; now, therefore, be it

RESOLVED, That the Board of Supervisors approves the Grant and authorizes the Recreation and Park Department to accept and expend a grant in the amount of $1,150,000 for the India Basin Shoreline Park Project; and, be it

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

FURTHER RESOLVED, That the Board approves the Grant Agreement and authorizes the Recreation and Park Department General Manager acting in consultation with the City Attorney to enter into modifications and amendments to the Grant agreement or to execute other instruments as may be necessary to effectuate the purposes of the agreement or this Resolution, provided that they do not materially increase the obligations or liabilities to the City; and, be it

FURTHER RESOLVED, That within thirty (30) days of the agreement being fully executed by all parties, the Recreation and Park Department shall provide the final agreement to the Clerk of the Board for inclusion into the official file.

Recommended: Approved: /s/

Mayor

/s/

Department Head Approved: /s/

Controller

Docusign Envelope ID: FBC61C5A-217A-4F70-8A81-344CF489CE2D

File Number: 251148
(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: San Francisco Bay Restoration Authority Measure AA Grant - India Basin Shoreline Park

2. Department: Recreation and Park

3. Contact Person: Kaitlin Holl Telephone: 415-609-3685

4. Grant Approval Status (check one):

[x] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $1,150,000

6a. Matching Funds Required: N/A
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: San Francisco Bay Restoration Authority
b. Grant Pass-Through Agency (if applicable): San Francisco Bay Coastal Conservancy

8. Proposed Grant Project Summary: The India Basin Shoreline Project will protect and restore the San Francisco Bay by removing pollution and toxins to improve water quality, installing bioretention areas in the park to capture and hold stormwater, and enhancing public access through the realignment and improvement of the San Francisco Bay Trail as well as the creation of new connections to the San Francisco Bay Water Trail (SFBWT).

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

Start-Date: Upon contract execution End-Date: Upon project completion in 2028

10a. Amount budgeted for contractual services: $1,150,000

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes

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

11a. Does the budget include indirect costs? [ ] Yes [x] No

b1. If yes, how much? $
b2. How was the amount calculated?

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c1. If no, why are indirect costs not included?
[ ] Not allowed by granting agency [x] 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: Progress report required, EcoAtlas Project Tracker required, Lessons Learned Report required at project completion.

****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):

[x] 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)	[x] 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;
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
(Title)

Date Reviewed: DocuSigned by: E3E8343E5A3D4B9... 10/9/2025
(Signature Required)

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Department Head or Designee Approval of Grant Information Form:

Phil Ginsburg
(Name)

General Manager, San Francisco Recreation and Park Department
(Title)

Date Reviewed: DocuSigned by: AE27E6596709494... 10/20/2025
(Signature Required)

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India Basin Shoreline Park Budget
SF Bay Restoration Authority Grant

Project Budget			**Funding Sources**	**Date Committed**	**Amount**
Hard Costs - Construction	$ 87,042,979.00		EPA Brownfield Clean-Up Grant	10/1/2025	$ 2,000,000
Soft Costs (project initiation & construction contingency)	$ 2,052,186.00		CA State Coastal Conservancy Augmentation	9/18/2025	$ 3,091,148
			Bequest Funding	9/15/2025	$ 500,000
Soft Costs (year 2 & remaining construction contingency $15,400,112	$ 15,400,112.00		SF Bay Restoration Authority Grant	9/5/2025	$ 1,150,000
			CA State Coastal Conservancy	9/24/2024	$ 5,500,000
			Habitat Conservation Fund Shoreline	7/1/2023	$ 756,728
			EPA SF Bay Water Quality Improvement Fund	6/1/2023	$ 3,768,558
			California State Parks Specified Grant	7/1/2022	$ 25,000,000
			CCSF 2020 Health and Recovery Bond	8/4/2021	$ 13,274,104
			CA Proposition 68 Statewide Park Grant	7/1/2021	$ 5,768,000
			Restricted Private Funding	4/30/2019	$ 3,250,000
			Private Funding		$36,314,500
Total Project Budget	**$ 104,495,277.00**		**Secured Funding**		**$ 100,373,038.00**
			Potential Public and Private Funding		$ 4,122,239.00
			Total Committed and Potential		**$ 104,495,277.00**

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RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 2509-005

APPROVING GRANT FUNDS FROM THE SAN FRANCISCO BAY RESTORATION AUTHORITY FOR THE INDIA BASIN SHORELINE PARK PROJECT

WHEREAS, the San Francisco Bay Restoration Authority Act, Government Code §§ 66700-66706, establishes the San Francisco Bay Restoration Authority ("Authority") as a regional entity to generate and allocate resources for the protection and enhancement of tidal wetlands and other wildlife habitat in San Francisco Bay and along its shoreline, and authorizes the Authority to award grants to public and private entities to achieve these purposes; and

WHEREAS, the Authority awards grants for eligible projects consistent with Government Code § 66704.5, the Authority's Grant Program Guidelines, first adopted in May 2017, and the Authority's San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure ("Measure AA"), passed by the voters in June 2016.

WHEREAS, at its September 5, 2025, meeting, the Authority adopted a resolution authorizing a grant to San Francisco Recreation and Park Department ("grantee") for India Basin Shoreline Park Project ("the project"). The resolution was adopted by the Authority pursuant to, and is included in, the Authority September 5, 2025, staff recommendation, a copy of which is on file with the grantee and with the Authority.

WHEREAS, the Authority requires that governing body of the grantee certify through a resolution that it approves the award of Authority grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by Authority Grant Agreement No. _____ (the "grant agreement"), now, therefore, be it

RESOLVED that this Commission hereby:

1. Approves the award of grant funding from the Authority for the project.

2. Acknowledges that it has or will have sufficient funds to complete the project and to operate and maintain, for the period set forth in the grant agreement, any property acquired or improvements constructed as a part of the project.

3. Agrees to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Authority and as may be necessary to fulfill the terms of the grant agreement.

4. Authorizes any of the following people holding any of the following positions with the Recreation and Park Department to act as a representative of the grantee and to negotiate

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and execute on behalf of the grantee the grant agreement and all other agreements and instruments necessary to complete the project: General Manager, Deputy Director of Planning, Director of Capital Finance.

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 18, 2025.

Ashley Summers

Ashley Summers, Commission Liaison

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SAN FRANCISCO BAY
RESTORATION AUTHORITY

SAN FRANCISCO BAY RESTORATION AUTHORITY
CERTIFICATION OF ADOPTION OF RESOLUTIONS

I, Paul Johnson, Clerk of the Governing Board, certify that on **September 5, 2025,** the San Francisco Bay Restoration Authority Governing Board adopted the following resolutions:

1. India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment

The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed one million one hundred fifty thousand dollars ($1,150,000) to City and County of San Francisco Recreation and Parks Department ("the grantee") to implement the India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment Project, consisting of the redevelopment of India Basin Shoreline Park in San Francisco into a mixed-use community park with improved public access and recreational amenities, enhanced habitat, and climate resilience ("the project").

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority 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 Authority funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.

Based on the accompanying staff recommendation and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with the San Francisco Bay Restoration Authority Act, Government Code Sections 66700-66706.
2. The proposed authorization is consistent with the San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).
3. The Authority 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 Authority has also reviewed the Mitigation Monitoring and Reporting Program adopted by the San Francsico Planning Department on July 26, 2018, and attached to the accompanying recommendation as Exhibit 5. The Authority finds, as described further in the accompanying staff recommendation, that:
4. The proposed project will have potentially significant environmental effects in the areas of Cultural Resources, Noise, Air Quality, Recreation, Utilities, Biological Resources, Hydrology and Water Quality, and Hazards and Hazardous Materials. The Authority finds that the mitigation measures identified in the Final EIR will avoid, reduce, or

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mitigate these possible significant environmental effects to less than significant levels and that these mitigation measures have been required or incorporated into the project.

5. The Authority further finds that the project will result in significant and unavoidable environmental effects to Cultural Resources, Noise, and Air Quality, but environmental and other benefits of the proposed project as described in the accompanying staff recommendation outweigh or render acceptable these unavoidable adverse environmental effects to achieve the objectives of the proposed project.
6. The Authority adopts the Findings regarding Significant Effects and Statement of Overriding Considerations set forth in the accompanying staff recommendation.

Paul Johnson

Paul Johnson, Clerk
San Francisco Bay Restoration Authority

9/10/2025

Date

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EXAMPLE CONTRACT

STATE OF CALIFORNIA
State Coastal Conservancy

GRANT AGREEMENT

Grant - Rev 11/20

AGREEMENT NUMBER	AM. NO.
23-168	

TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO.
94-6000417

THIS AGREEMENT is entered into this _____ day of _____, 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 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 $5,500,000 (five million 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.*) 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 Toni Moran, Capital Grants 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.			
$5,500,000.00	Local Assistance	General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND ITEM	CHAPTER	STATUTE	FISCALYEAR	
$-0-	3760-10123(1011)-0001(A) Reap. by Chapter# 12/23	43	2022	22/23	
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME				
$5,500,000.00	India Basin Waterfront Park Phase 3: India Basin Shoreline Park Redevelopment Project				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

NAME AND SIGNATURE OF ACCOUNTING OFFICER	DATE

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

Erika Gomez
Procurement and Contracts Manager

☐

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The grantee shall use the funds to complete the following project ("the project") at the India Basin Shoreline Park property in the City and County of San Francisco, as shown in Exhibit A, which is incorporated by reference and attached.

The project will redevelop the approximately 5.6-acre park into a mixed-use community park that will eventually be a part of the new India Basin Waterfront Park. The project will construct a Boathouse Building with Americans with Disabilities Act (ADA) compliant restrooms, storage space for kayaks, and boat washing areas; a recreational pier and floating dock with an ADA compliant non-motorized watercraft launch area; regrading steep slopes into a Marineway lawn that extends down to the water's edge; an approximately 0.17 mile ADA compliant, class 1 bike and pedestrian Bay Trail segment; a trail network through the lawn and sage scrub gardens. 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.

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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 December 31, 2025 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 31, 2026.

IV. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its February 15., 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 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.

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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.

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 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.

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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 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.

5. Evidence that the following activities have been completed:

    a. Update Project Information. All relevant project information has been updated in the project tracker on EcoAtlas (currently available at http://ptrack.ecoatlas.org/) to reflect completion of the project.

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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.

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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

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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 its 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.

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d. If the project will utilize watercraft, coverage must be in place through a commercial general liability endorsement or a separate Watercraft/Protection and Indemnity Insurance Policy to cover activities to be performed under this Agreement. Such insurance must cover liability arising out of the maintenance and use of any watercraft covering owned, hired and non-owned vessels. The certificate of insurance must evidence that all owned, hired and non-owned vessels are covered.

e. 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.)

f. 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. Watercraft Liability (for private vessel) coverage, if required under 1.d., above:	In the following amounts: a. Vessels under 26 ft.: $1,000,000 combined single limit.

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b. Vessels over 26 ft. or vessel involved in research: $2,000,000 combined single limit.

e. Course of Construction: "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions.

f. 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,

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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

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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

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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

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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.

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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.

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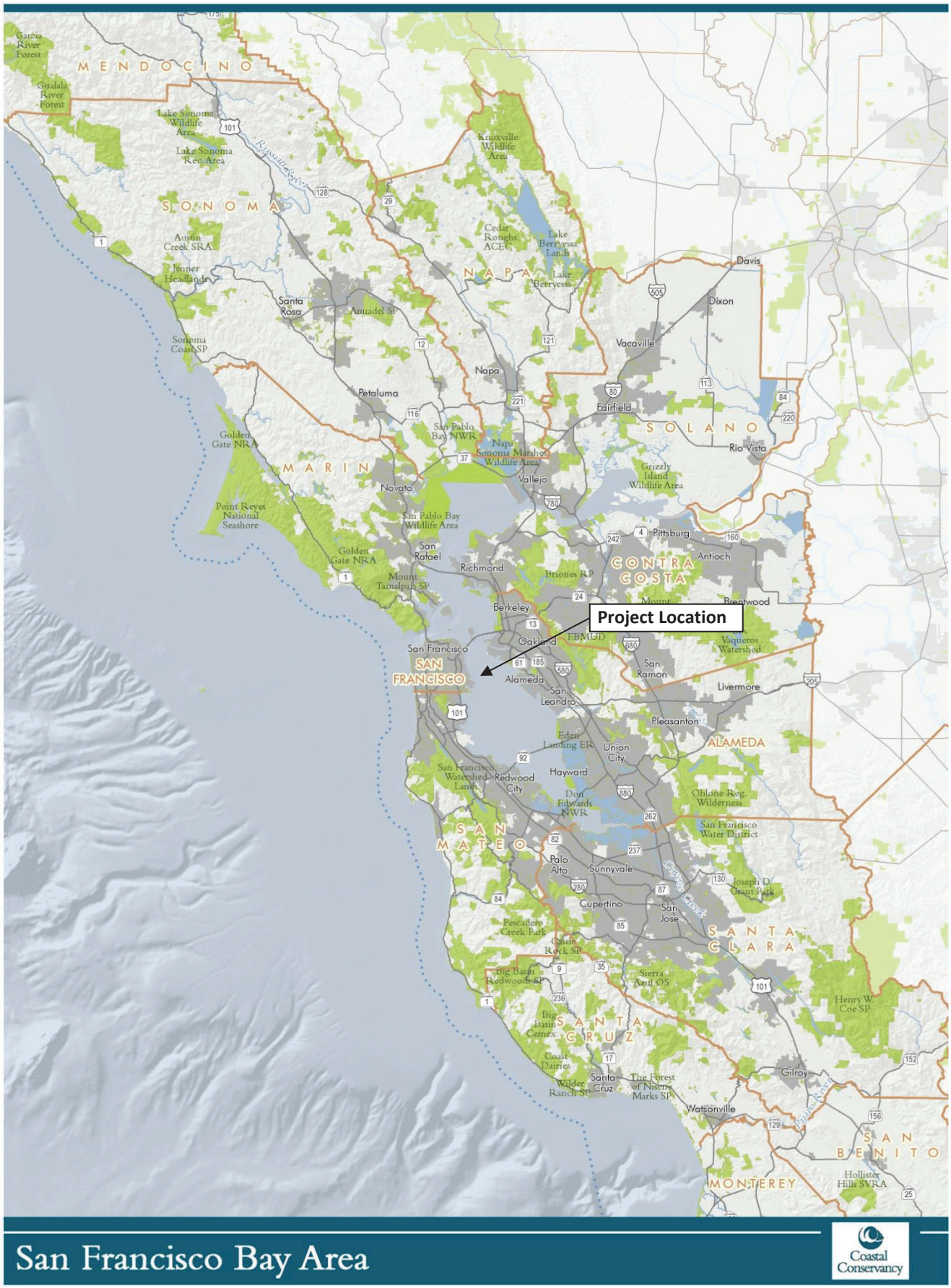
India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment

Exhibit 1: Project Location Maps



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India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment
Exhibit 1: Project Location Maps

Estimated Project Area

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Exhibit B

COASTAL CONSERVANCY

Staff Recommendation
February 15, 2024

INDIA BASIN WATERFRONT PARK PHASE 3: SHORELINE PARK REDEVELOPMENT

Project No. 23-064-01
Project Manager: Erica Johnson

RECOMMENDED ACTION: Authorization to disburse up to $5,500,000 to the City and County of San Francisco Recreation and Park Department to implement the India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment project, consisting of the redevelopment of the India Basin Shoreline Park into a mixed-use community park with improved public access and recreation amenities, enhanced habitat, and climate resilience in the City and County of San Francisco, and adoption of findings under the California Environmental Quality Act.

LOCATION: Hunters Point Blvd. & Hawes St., City and County of San Francisco

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EXHIBITS

Exhibit 1: Project Location Maps

Exhibit 2: Park Design Elements

Exhibit 3: India Basin Mixed Use Project, Final Environmental Impact Report (Final EIR) (EIR Response to Comments, Draft EIR part 1, Draft EIR part 2)

Exhibit 4: India Basin Mixed Use Project, Mitigation Monitoring and Reporting Program

Exhibit 5: September 14, 2023, India Basin Waterfront Park Phase 2: 900 Innes Redevelopment Staff Recommendation

Exhibit 6: Project Letters

RESOLUTION AND FINDINGS

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

Resolution:

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The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed five million five hundred thousand dollars ($5,500,000) to City and County of San Francisco Recreation and Park Department ("the grantee") to construct the India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment project, consisting of the redevelopment of India Basin Shoreline Park into a mixed-use community park with improved public access and recreation amenities, enhanced habitat, and climate resiliency 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'.

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 Conservancy Program.
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 3. 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 has also reviewed the Mitigation Monitoring and Reporting Program adopted by the San Francsico Planning Department on July 26, 2018 and attached to the accompanying recommendation as Exhibit 4. The Conservancy finds, as described further in the accompanying staff recommendation, that:
    a. The proposed project will have potentially significant environmental effects in the areas of Noise, Air Quality, Recreation, Utilities, Biological Resources, Hydrology and Water Quality, and Hazards and Hazardous Materials. The Conservancy finds that the mitigation measures identified in the Final EIR will avoid, reduce, or mitigate these possible significant environmental effects to less than significant levels and that these mitigation measures have been required or incorporated into the project.
    b. The Conservancy further finds that the project will result in significant and unavoidable environmental effects to Cultural Resources, Noise, and Air Quality, but

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environmental and other benefits of the proposed project as described in the accompanying staff recommendation outweigh or render acceptable these unavoidable adverse environmental effects to achieve the objectives of the proposed project.

c. The Conservancy adopts the Findings regarding Significant Effects and Statement of Overriding Considerations set forth in the accompanying staff recommendation.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends that the Conservancy disburse up to $5,500,000 to the City and County of San Francisco Recreation and Parks Department (SFRPD) to redevelop the India Basin Shoreline Park (Exhibit 1) into a mixed-use community park with improved public access and recreation amenities, enhanced habitat, and climate resilience (the project).

The project is the third and final construction phase of the India Basin Waterfront Park (IBWP) project, a park that was envisioned by the Bayview Hunters Point (BVHP) community. The IBWP consists of the redevelopment of two adjacent properties, 900 Innes and India Basin Shoreline Park. The IBWP project is being implemented by SFRPD in partnership with non-profits and community-based organizations such as the A. Phillip Randolph Institute, the Trust for Public Land, and San Francisco Parks Alliance. The IBWP brings together two properties, 900 Innes and India Basin Shoreline Park, into one approximately 8-acre mixed-use park that incorporates community goals, such as economic opportunity and environmental health, identified through a community participatory design process.

The project is the redevelopment of the India Basin Shoreline Park (Shoreline Park), which is a 5.6-acre park that was built on artificial fill. The Shoreline Park currently has outdated public amenities, limited space for recreation, no public access to the shoreline, degraded shoreline habitat, and outdated shoreline protection. The project includes re-grading the park's steep slopes so that the area can be utilized more effectively. After re-grading, park improvements that will be constructed include a more extensive trail network within the park, two basketball courts, an upgraded playground, additional picnic areas with a cookout terrace, new access to the shoreline, and 0.45 acres of enhanced tidal marsh and marsh transition zone habitat,, interpretive exhibits about the history of the shoreline, a viewing dock of the historic remnants of the *Bay City* ferry, and more. All public access and recreation amenities will be placed above the projected year 2100 high-tide level.

The proposed project will include the specific elements described below and in Exhibit 2:

1. Boathouse Building: The boathouse will be constructed at the base of the recreational dock and will contain ADA-compliant restrooms, storage space for kayaks, and boat washing areas. The building will also help to support SFPRD's water recreation programming.
2. Recreational Pier and Floating Dock: The pier and dock will enable non-motorized watercraft, such as kayaks, to launch at the end of the dock, and the launch area will be

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ADA compliant. This launch area will become a part of the San Francisco Bay Area Water Trail. There will also be benches and picnic tables on the pier and dock where people can fish or sit and view the surrounding habitat. These features will allow visitors to get close to the water's edge and view the restored wetland without damaging the habitat.

3. Marineway Lawn: The slopes will be regraded such that the lawn will provide a gentle slope down toward the water's edge, to a newly constructed gravel beach. The lawn will provide space for picnics and passive recreation. The lawn area will be bisected by pathways from adjacent gardens (described below) that will allow for a more extensive trail network in the park.
4. Trail Network, Gardens, and Bioretention Basins:
    a. An updated, 0.17-mile ADA-compliant Bay Trail segment that has a dedicated lane for bikes (Class 1 bike path) will be constructed and serve as a connector from the 900 Innes Boatyard Park to the PG&E shoreline trail that leads to Heron's Head Park. This updated segment will be moved to a higher elevation than the previous Bay Trail segment in anticipation of sea level rise.
    b. About 2.7 acres of native sage scrub will be planted along the edges of the Marineway Lawn to improve habitat quality in the park, and about 6% of these gardens will be constructed as bioretention basins to capture and treat stormwater runoff. In these gardens, there will be a trail network that connects to segments in lawn. This trail network will be a shared path designed for walking, biking, and skating.
    c. The Marineway Lawn will have a marine walkway on either side of the lawn leading down to the gravel beach. These walkways will be designed for walking, biking, and skating.

Site Description: The Project site is a 5.6-acre property (not including areas that are public and private rights-of-way) that is part of the historic India Basin scow schooner boatyards which operated from around 1875-1936. After the decline of the shipping industry, the area became known as the 'Hunter's Point Ship Graveyard' due to five obsolete ships that were docked in India Basin, stripped of parts, and then left to decay. The project area was filled in the 1990's to extend the shoreline into the India Basin waters and develop a park, the India Basin Shoreline Park. At that time, SFRPD became the landowner and manager of Shoreline Park. Only the remnants of two out of the five historic ships, *Caroline* and *Bay City*, are all that remain visible after the development of Shoreline Park.

The Shoreline Park property is composed of artificial fill, which contains fine sand sediments, brick, concrete, asphalt, and other construction debris. As a result, during the biological resources assessment, there were no special status species or plants found on the property and or in the tidal marshes. Currently, the property is covered in ruderal, non-native grasses. The two tidal marshes on the property were found to be low quality habitat and littered with debris from old riprap, infill, and possible dumping. Despite its degraded habitat value, the open water area of the India Basin shoreline is considered part of the Essential Fish Habitat designated by

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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.

In 2014 the SFRPD and a private developer, BUILD, partnered on a larger 38-acre redevelopment effort along the India Basin Shoreline. SFRPD is redeveloping approximately nine acres into public parks and open space (India Basin Shoreline Park, 900 Innes Boatyard, India Basin Open Space) and 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 8-acre park, India Basin Waterfront Park, after the redevelopment of both properties.

From 2014 to 2022, SFRPD has implemented the acquisition of the 900 Innes property, park planning and community engagement, park designs, and the first construction phase of the IBWP project, the remediation of the 900 Innes property. At the Conservancy's September 14, 2023, meeting, the Board authorized an award of $5,100,000 to complete India Basin Waterfront Park Phase 2: 900 Innes Redevelopment (Exhibit 5), which will provide 2.4 acres of new, mixed-use park and shoreline access. Phase 2 began construction in November of 2023 and is slated to be complete and open to the public in May of 2024. The proposed project is planned to begin construction in June of 2024 and to be completed in June of 2026. During that time, the new 900 Innes Park will be open for the community to use until the completion of the proposed project. More information about project area, project history, and the community can be found under the "Site Description" section in the September 14th, 2023, Staff Recommendation, included as Exhibit 5.

Grant Applicant Qualifications: SFRPD manages 4,113 acres of recreational and open space, including 220 parks throughout the city. They have 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 also the landowner of the property and has been managing the development of the IBWP project alongside non-profit, community, and private partners since 2014. Their staff managed the previous Conservancy grant in 2014 for planning the IBWP project, a previous San Francisco Bay Restoration Authority grant in 2019 for the remediation of the 900 Innes property, a Conservancy grant in 2023 for the redevelopment of the adjacent 900 Innes property into a park, in addition to other awards (federal and private) to be able to bring the IBWP project to the third and final construction phase, which is the proposed project. The SFRPD project manager has approximately 20 years of capital project experience, has overseen the previous phases of the project, and intends to see the proposed project through to completion. Letters of support from the project partners are included as Exhibit 6.

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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 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):** This is a section of a city-wide general plan. The proposed project helps to advance 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):** This is a plan to guide the future developments of the BVHP area. Some of the objectives in the plan the proposed project helps to achieve are to 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):** This is a community driven plan that defines goals for the India Basin Waterfront Park, which are to preserve the culture and identity of the community, provide economic and social benefits to the community with minimum displacement, improve the local ecology and health of the community.
- **San Francisco Bay Trail Plan (1989):** This regional plan aims to complete a 500-mile Bay Trail network around the San Francisco Bay. The proposed project will update a Bay Trail segment to be ADA compliant and include a Class 1 bike path that will connect the recently redeveloped 900 Innes property and the PG&E shoreline trail that leads to Heron's head Park.

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- **Port of San Francisco Blue Greenway Plan (2011):** The plan calls for the Port to promote public access within its jurisdiction through the implementation of the Bay Trail and Water Trail and to improve the City of San Francisco's southern section of the Bay Trail. The proposed project includes a non-motorized boat launch point that is ADA compliant and a boathouse facility for Water Trail users, and a segment of Bay Trail that is also ADA compliant.

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

The park design incorporated sea level rise projections and the new park amenities (trails, bathrooms, boat house) have been sited to be above the projected sea level rise for a Year 2100 high-tide event except for the recreational dock, which is designed to float. The project will restore shoreline habitat by removing approximately 79 cubic yards of old riprap and replacing it with re-contoured gradual slopes that will support a variety of shoreline habitat, such as a new gravel beach and 0.45 acres of tidal marsh and marsh transition zones. These nature-based improvements and restoration will provide a buffer from storm surges and allow for gradual transition of habitat as sea level rises. About 0.26 acres of ruderal, non-native grasses will be replaced with native coastal sage scrub gardens in the upper region of the park, improving the habitat quality and tolerance to drought. A portion of those gardens are designed as bioretention basins that will capture and treat 5,400 cubic feet of stormwater runoff during rainfall events, which are anticipated to increase in intensity with climate change.

Site monitoring related to protection of native and sensitive species is provided by the SFRPD 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. SFRPD 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 improving and increasing access to the project area for multi-use (see "Project Summary" section above). The park design also includes habitat enhancement (see "Project benefits will be sustainable or resilient over the project lifespan" section above) and will improve overall water quality by reducing pollutant loading from stormwater into the bay and removing debris from the tidal marsh area. The project also provides climate resilience benefits (see "Project benefits will be sustainable or resilient over the project lifespan" and "Project Summary" sections above).

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

Since 2014, SFRPD 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. Together, they have engaged approximately 30 community groups, hosted over 31 community meetings and events, and developed an Equitable Development

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Plan with a community lead committee to support the goals the community identified. More information can be found in the September 14, 2023, Staff Recommendation included as Exhibit 5, under the "Project planned with meaningful community engagement and broad community support" section.

PROJECT FINANCING

Coastal Conservancy	**$5,500,000**
U.S. Environmental Protection Agency San Francisco Bay Water Quality Improvement Funds	$3,800,000
California State Parks Statewide Park Development and Community Revitalization Program	$5,768,000
California State Parks	$25,000,000
SFRPD 2020 Bond Fund	$1,000,000
Private Funding	$18,832,000
Project Total	**$59,900,000**

Conservancy funding is anticipated to come from a Fiscal Year 2023/24 appropriation of the General Fund for the purpose of "urgent sea-level level rise adaptation and coastal resilience needs using nature-based solutions or other strategies" (The Budget Act of 2023, Chapter 38, Statutes of 2023 (AB 102)). The coastal resilience funds are available for the purposes set forth in Section 52 of Chapter 258 of the Statutes of 2021, which sets forth a detailed description of the purposes of the coastal resilience funds and includes projects for the purpose of the San Francisco Bay Area Conservancy Program established pursuant to Chapter 4.5 (commencing with Section 31160) of Division 21 of the Public Resources Code. The proposed project is consistent with this funding source because it is located within the geographic boundary and supports the goals of San Francisco Bay Program (see Consistency with Conservancy's Enabling Legislation section, below).

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 31162 of Chapter 4.5 of Division 21 of the Public Resources Code which authorizes the Conservancy to undertake projects consistent with the San Francisco Bay Area Conservancy Program. Specifically, the project is consistent with:

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Subsection (a) to "improve public access to, within, and around the bay, coast, ridgetops, and urban open spaces […]", the proposed project will improve a segment of the San Francisco Bay Trail and provide related public access amenities.

Subsection (b) to "protect, restore, and enhance natural habitats and connecting corridors, watersheds, scenic areas, and other open-space resources of regional importance", the proposed project will enhance both upland and wetland habitats and improve water quality in India Basin, which has been designated Essential Fish Habitat by National Marine Fisheries Service. The India Basin shoreline is also known to support foraging by birds, and so this area is likely an important corridor to species of interest.

Subsection (c) to "assist in the implementation of the policies and programs of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000)), the San Francisco Bay Plan, and the adopted plans of local governments and special districts." See the "Consistency with Conservancy's Project Selection Criteria" section above.

Subsection (d) to "promote, assist, and enhance projects that provide open space and natural areas that are accessible to urban populations for recreational and educational purposes", the proposed project enhances natural areas within the park and provides access to these areas via trail network through the native sage gardens, access to the water via a new gravel beach, and fishing and non-motorized boat recreation via a recreational pier and dock. The proposed project will also include an interpretive program educating the public about the history of the shoreline, including tribes, various immigrant communities, and the current community.

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 0.17-mile segment of the Bay Trail, which will enhance connectivity to other parks locally and regionally, and increase the trail network within the park.

Consistent with **Goal 2.5, Recreation Facilities and Amenities**, the proposed project will improve public access amenities by providing new access to the shoreline via a gravel beach and recreational dock, ADA compliant pathways, and Class 1 bike path along the Bay Trail segment, restrooms, boathouse, interpretive exhibits and viewing platform, and enhanced green space in a highly urbanized area.

Consistent with **Goal 2.6, Piers and Waterfronts**, the proposed project will revitalize the waterfront by providing additional community gathering spaces on the waterfront, a recreational dock that allows access to the water for fishing or non-motorized boat launches, and a boathouse for rinsing and storing boats and recreation equipment.

Consistent with **Goal 4.1, Sea Level Rise Adaptation**, the proposed project will protect public infrastructure from sea level rise and improve the shoreline habitats to be able to adapt to climate change impacts such as drought, intense storms, and sea level rise.

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CEQA COMPLIANCE:

On July 26, 2018, the San Francisco Planning Commission certified the India Basin Mixed-Use Project Final Environmental Impact Report (Final EIR) (Exhibit 3), approved the India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment, and adopted a Mitigation Monitoring and Reporting Program. The proposed project is a component of the India Basin Mixed-Use project analyzed in the Final EIR. The India Basin Mixed-Use Project described in the Final EIR 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 consists of India Basin Shoreline Park only. This staff recommendation only describes impacts and mitigation measures for the proposed redevelopment of India Basin Shoreline Park and not the other three.

1. Findings for Significant Effects that can be Mitigated to Less-Than-Significant Levels

For the following resource areas, the Final EIR indicated that the proposed project will have potentially significant environmental effects, however changes or alterations have been required in, or incorporated into, the proposed project that mitigate to less than significant each of the potentially significant effects:

Cultural Resources

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 Final EIR (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 Final EIR (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 Final EIR (p. 3.4-58).

Noise

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-

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NO-2a Noise Control Measures during project Construction described in the Final EIR (p. 3.6-25).

Air Quality

Impact AQ-2: The proposed project will generate construction related emissions of criteria pollutants (NOx and ROG) during the demolition, grading, building construction, paving, and architectural coating that violate an air quality standard. These impacts can be mitigated to less-than-significant using Mitigation Measures M-AQ-1a through M-AQ-1f that were proposed for both the construction and operations.

Recreation

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

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 an existing outfall on the property. Non-potable water will be used for park irrigation and there is potential for on-site wastewater to be treated at the property.

Biological Resources

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

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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.

(Final EIR 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 construction impacts of the project on sensitive natural communities will be less-than-significant; however, there could be temporary and permanent loss of about 1.20 acres of open water and 0.07 of tidal marsh when removing current shoreline and riprap and adding a new pier. These impacts will be reduced to less-than-significant by implementation of Mitigation Measure M-BI-1c, described above. The lost tidal marsh acreage will be replaced with new tidal marsh that exceeds the lost acreage.

Impact BI-3: The in-water work during the 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 temporary impact could be significant This impact will be reduced to less-than-significant by implementation of Mitigation Measures M-B1-1c (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.

<u>Hydrology and Water Quality</u>

Impact HY-1: The project could violate water quality standards or waste discharge requirements during water construction activities, such as pier and dock construction, riprap removal, and regrading. These activities will increase turbidity and resuspension of sediment. In addition, water construction equipment poses a risk of spilling hazardous materials. The impacts are significant, however can be mitigated to less-than-significant by

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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 measure 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 measure, which requires use of clamshell dredges to reduce resuspension of sediments.

(Final EIR 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

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 which could be significant. Impacts would be reduced to less-than-significant by implementation of Mitigation Measure M-HY-1a and M-HY-1c described above for best water quality management practices.

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-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line. Previous (2017) soil assessments conducted by SFRPD indicated that contamination testing results do not exceed safety criteria, however these assessments developed a draft plan that should be followed to mitigate and safely handle contaminated materials.

Impact HZ-3: The India Basin Shoreline Park 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. Environmental sampling by the SFRPD in 2017 has confirmed low levels of contamination. Construction of the proposed project could mobilize contaminants and so Mitigation Measures M-HZ-2a, M-HY-1a, and M-Hy-1b in this section and the previous section above can mitigate to less-than-significant.

2. Findings for Potentially Significant and Unavoidable Effects

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For the following resource areas, the Final EIR indicated that the proposed project will have significant environmental effects that although minimized or reduced by mitigation measures will not be less than significant level, either because no mitigations measures are available or mitigation measures were considered but identified as infeasible due to specific economic, legal, social, technological, or other considerations:

Cultural Resources

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, and Mitigation Measure M-CR-1e: Vibration Protection Plan. As they pertain the India Basin Shoreline Park property, the project area is part of the Scow Schooner Boatyard Vernacular Cultural Landscape which refers to features of the historical boatbuilding industry that occurred in this area, including ship hulls and marine ways. The remains of two ships, Bay City and Caroline are visible in the tidal areas.

Noise

Impact-C-NO-1: The proposed project, in combination with past, present, and reasonably foreseeable future projects (900 Innes, 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.

Air Quality

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. The main source of emissions of criteria air pollutants (primarily NOx and ROG) 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 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

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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 (NOx 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.

(Final EIR 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 India Basin Shoreline Park property had less-than-significant impact on transportation.

Impact C-AQ-1: The proposed project will contribute to regional air quality impact even if the individual project does not result in nonattainment of ambient air quality standards. Mitigation Measures M-AQ-1a through M-AQ-1f would reduce the impact, but not to less-than-significant.

These impacts will remain significant and unavoidable. A Statement of Overriding Considerations (see below) is being adopted to address these significant and unmitigated impacts.

3. Statement of Overriding Considerations

In the event a project has unavoidable significant environmental effects, the CEQA Guidelines require the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project (Title 14 California Code of Regulations Section 15093). If the specific project benefits outweigh the unavoidable significant environmental effects of the project, a Statement of Overriding Considerations may be adopted and the project approved, despite its significant environmental effects. The overall environmental benefits of the proposed project, as detailed in the **"Project Summary"** and **"Selection Criteria"** sections above, warrant the Conservancy's decision to approve the proposed project. The proposed project's public benefits that justify proceeding with the Project despite the environmental cost of the unavoidable significant environmental effects include:

- Improved community access to natural open space (native gardens, pebble beach, tidal marsh), new shoreline access (recreational dock, pebble beach), public access amenities (ADA compliant restrooms, trail, and non-motorized boat launch) and recreation

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facilities and gathering spaces (lawn, updated basketball courts, interpretive exhibits and lookout point, cookout terrace, picnic tables, play structure).

- Enhanced tidal marsh habitat and sea level rise resilience. The project will restore shoreline habitat by removing approximately 79 cubic yards of old riprap and replacing it with re-contoured gradual slopes that will support a variety of shoreline habitat, such as a new gravel beach and 0.45 acres of tidal marsh and marsh transition zone. These nature-based improvements and restoration will provide a buffer from storm surges and allow for gradual transition of habitat as sea level rises.
- Enhanced upland habitat and drought tolerance. About 0.26 acres of ruderal, non-native grasses will be replaced with native coastal sage scrub gardens in the upper region of the park, improving the habitat quality and tolerance to drought.
- Improved water quality. A portion of the native gardens are designed as bioretention basins that will capture and treat 5,400 cubic feet of stormwater runoff during rainfall events, which are anticipated to increase in intensity with climate change.
- Helps the community achieve goals environmental health, economic opportunity, and cultural identity goals.

For these reasons, Conservancy staff recommends that the Conservancy find that the proposed project, as mitigated, avoids or reduces to less than significant all potentially significant environmental effects, except for the unavoidable significant environmental effects to **Cultural Resources, Noise, and Air Quality**. With respect to these unavoidable significant environmental effects, Conservancy staff recommends that the Conservancy find that the economic, social, and environmental benefits of the project outweigh the unavoidable significant environmental effects, thereby warranting its approval.

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

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Daniel Lurie, Mayor

Kat Anderson, Commission President
Philip A. Ginsburg, General Manager

TO: **Angela Calvillo, Clerk of the Board of Supervisors**

FROM: **Kaitlin Holl, San Francisco Recreation and Parks**

DATE: **October 9, 2025**

SUBJECT: **Accept and Expend Resolution for Subject Grant**

GRANT TITLE: San Francisco Bay Restoration Authority Measure AA Grant

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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_ Grant application

_x_ Grant award resolution from funding agency

___ Other (Explain): Pending Form SFEC-126: Notification of Contract Approval

Special Timeline Requirements:
Appropriation needed by July 2025 to commence project construction within grant performance period starting in July 2025.

Departmental representative to receive a copy of the adopted resolution:

Name: Kaitlin Holl Phone: 415-609-3685

Interoffice Mail Address: 49 South Van Ness Ave, Suite 1220, San Francisco, CA

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).

OFFICE OF THE MAYOR
SAN FRANCISCO

DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Accept and Expend Grant - San Francisco Bay Restoration Authority Measure AA Grant - India Basin Shoreline Park Project - $1,150,000
DATE: November 18, 2025

Resolution authorizing the Recreation and Park Department to accept and expend a grant in the amount of $1,150,000 from the San Francisco Bay Restoration Authority Measure AA Grant for the India Basin Shoreline Park Project; to enter into the associated grant agreement (as required by Section 9.118 a) that requires the continued operation of the property for public recreation for a period of 20-years upon project completion; and to enter into modifications and amendments to the grant agreement that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the agreement or this Resolution.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141