**File No.** 260040 **Committee Item No.** 7
**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)**

| | | |
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| ☐ | ☐ | _____ |
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**Completed by:** Brent Jalipa **Date** January 22, 2026
**Completed by:** Brent Jalipa **Date** _____

FILE NO. 260040 RESOLUTION NO.

[Accept and Expend Grant - California State Coastal Conservancy - India Basin Shoreline Park Redevelopment Project - $8,591,148]

**Resolution authorizing the Recreation and Park Department to accept and expend a grant increase in the amount of $3,091,148 for a total grant amount of $8,591,148 from California State Coastal Conservancy for the India Basin Shoreline Park Redevelopment Project; and approving an amendment to the existing grant agreement to require a contract performance period that will remain in effect through December 31, 2048.**

WHEREAS, On September 3, 2024, the Board of Supervisors adopted Resolution No. 449-24 authorizing the Recreation and Park Department (RPD) to accept and expend a grant from the California State Coastal Conservancy (SCC) in the amount of $5,500,000 for the India Basin Shoreline Park Redevelopment Project ("Project") and approved the associated grant agreement with a grant performance period starting from September 24, 2024, through December 31, 2027, which is on file with the Clerk of the Board under File No. 240679; and

WHEREAS, On September 18, 2025, the State Coastal Conservancy Board approved a grant increase of up to $3,091,148 to the Recreation and Park Department, to augment the previous $5,500,000 grant for the Project; and

WHEREAS, The total SCC Grant, valued at $8,591,148, will support the transformation of India Basin Shoreline Park into a vibrant, multi-use park with a healthy and accessible waterfront and new park entries that will provide important connections to adjacent Bayview Hunters Point neighborhood; and

WHEREAS, The Project is the third phase of the India Basin Waterfront Parks Initiative (IBWP), a partnership with the Recreation and Park Department, the Trust for Public Land

(TPL), and Bayview Hunters Point (BVHP) community, that upon completion will create a 10-acre park by connecting the existing India Basin Shoreline Park with the newly built park at 900 Innes; and

WHEREAS, As a condition of receiving the SCC Grant increase, RPD is required to agree to the Grant Contract Amendment which is on file with the Clerk of the Board under File No. 260040 and which is hereby declared to be part of this Resolution as if set forth fully herein; and

WHEREAS, The Grant Contract Amendment includes a requirement that the City maintain and operate the Project for a period of 20-years commencing upon Project completion and ending on December 31, 2048; and

WHEREAS, Charter, Section 9.118 requires the Board of Supervisors to approve contracts, and amendments to contracts, having anticipated revenue to the City of $1,000,000 dollars or more or that have a term of more than 10 years; and

WHEREAS, The Grant Contract Amendment was executed on December 5, 2024; and

WHEREAS, The Department proposes to maximize use of the available grant funds on direct costs by not including indirect costs in the grant budget; and

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

RESOLVED, That the Board of Supervisors authorizes the Recreation and Park Department to accept and expend a grant increase in the amount of $3,091,148 for a total SCC Grant award of $8,591,148; 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 of Supervisors approves the SCC Grant Contract Amendment; and, be it

FURTHER RESOLVED, That Board of Supervisor approve the contract performance period that is effective upon Project completion through December 31, 2048.

Recommended: Approved: _____/s/_____

Mayor

_____/s/_____

Department Head Approved: _____/s/_____

Controller

Docusign Envelope ID: 27D5462B-9C60-42B8-99EB-8B56D0E6B95C

**File Number**: 260040
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**
(Effective July 2011)

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

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

1. Grant Title: State Coastal Conservancy – India Basin Shoreline Park Redevelopment

2. Department: Recreation and Park Department

3. Contact Person: Toni Moran Telephone: (415) 794-8173

4. Grant Approval Status (check one):
[X] Approved by funding agency. [ ] Not yet approved

5. Amount of Grant Funding Approved:
$5,500,000.00 Original Award 2023
$2,520,000.00* Augmentation 2025
$ 571,148.00* Augmentation 2025

6a. Matching Funds Required: No
b. Source(s) of matching funds (if applicable): N/A

7a.. Grant Source Agency: State Coastal Conservancy
b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary:
The State Coastal Conservancy Grant will support Phase 3 of the India Basin Parks Initiative by transforming the existing park into a vibrant, multi-use park with healthy waterfront at the India Basin Shoreline Park. The Project will provide accessible entries along Hunters Point Blvd unifying IBSP with the BVHP neighborhood and provides a connection to the newly built 900 Innes Park. New accessible pathways that travel throughout the Park and connect gathering and viewing areas to the central lawn will lead to the water's edge with a cobblestone beach. In addition, a new boathouse and floating dock will create visual and physical access to the area's wetland habitat for BVHP residents who have historically lacked access to water and nature. A new segment of the San Francisco Bay trail will provide pedestrian and bicycle access to adjacent 900 Innes Park and to the corridor linking the Embarcadero to Candlestick Point. The poorly functioning shoreline will be transformed into marsh edge that will provide a resilient shoreline that can adapt with rising sea levels. Recent remediation of sediments will promote a more connected mudflat, tidal marsh, and upland buffer and transition zone to support the variety of flora and fauna that would thrive in this environment.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: September 24, 2024 End-Date: 12-31-2028

10 a. Amount budgeted for contractual services: $8,591,148
b. Will contractual services be put out to bid? Yes. The construction contract was advertised, and a contractor has been selected. Notice to Proceed was issued August 11, 2025.
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 only

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11a. Does the budget include indirect costs? [ ] Yes [X] No
b1. If yes, how much? $0
b2. How was the amount calculated? Not Applicable
c1. If not, why are indirect costs not included?
[ ] Not allowed by granting agency [ 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 indirect cost would have been department and division overhead associated with Recreation and Park and Public Works Staff.

12. Any other significant grant requirements or comments: Grant funds are provided on a reimbursement basis. Final billing is due March 31, 2029.

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

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

| | | |
|---|---|---|
| [ ] Existing Site(s) | [ ] Existing Structure(s) | [ ] Existing Program(s) or Service(s) |
| [X] 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; and
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

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

Comments:

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

Arfaraz Khambatta, CASp
(Name)

Disability Access Coordinator, San Francisco Public Works
(Title)
Date Reviewed: 12/9/2025

DocuSigned by:
E3E8343E5A3D4B9...
(Signature Required)

**Department Head or Designee Approval of Grant Information Form**:

Sarah Madland
(Name)
Acting General Manager, Recreation and Park Department

Date Reviewed: 12/8/2025

DocuSigned by:
55846E553D3B46B...

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(Signature Required)

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STATE OF CALIFORNIA
State Coastal Conservancy

# GRANT AGREEMENT

Grant - Rev 11/20

| AGREEMENT NUMBER | AM. NO. |
|---|---|
| 24-005 | 1 |
| TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. | |
| 94-6000417 | |

THIS AGREEMENT is entered into this _____ day of _____, 2025 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 .

The State Coastal Conservancy ("the Conservancy") and the City and County of San Francisco, Recreation and Parks Department ("the grantee") agree to amend their Agreement No. 24-005 as follows:

The amount of this agreement is increased to $8,591,148.00 (eight million five hundred ninety-one thousand one hundred forty-eight dollars).

*(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<br>State Coastal Conservancy | GRANTEE (*If other than an individual, state whether a corporation, partnership, etc.*)<br>City and County of San Francisco Recreation and Parks Department |
| BY *(Authorized Signature)*<br>✍ Amy Hutzel | BY *(Authorized Signature)*<br>✍ |
| PRINT PERSON SIGNING<br>Amy Hutzel, Executive Officer | PRINT ERSON SIGNING<br>Philip A. Ginsburg, General Manager |
| ADDRESS & PHONE NUMBER<br>1515 Clay Street, 10th Floor<br>Oakland, CA 94612<br>Phone: (510) 286-1015 | ADDRESS & PHONE NUMBER<br>501 Stanyan Street<br>San Francisco, CA 94117-1898<br>Phone: (415) 831-2701 |

| AMOUNT ENCUMBERED BY THIS DOCUMENT | PROGRAM/CATEGORY | FUND TITLE/PROP NO. |
|---|---|---|
| $3,091,148.00* | Local Assistance | General Fund |

| PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT | FUND ITEM | CHAPTER | STATUTE | FISCALYEAR |
|---|---|---|---|---|
| $5,500,000.00 | 3760-101-0001(A)(b) =$5,500,000.00 | 12/23 | 2023 | 23/24 |
| | 3760-10123(1011)-0001(A) =$2,520,000.00* | 12/23 | 2022 | 22/23 |
| | 3760-101-6088-00009(B8305) =$571,148.00* | 23/19 | 2019 | 19/20 |

| TOTAL AMOUNT ENCUMBERED TO DATE | PROJECT NAME *AUGMENTATION |
|---|---|
| $8,591,148.00 | India Basin Waterfront Park Phase 3: India Basin Shoreline Park Redevelopment Project |

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

Erika Gomez
Procurement and Contracts Manager

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

| NAME AND SIGNATURE OF ACCOUNTING OFFICER | DATE |
|---|---|
| Roselin Devi | 12/4/2025 |

☐

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**TERM OF AGREEMENT**

The termination date is extended to December 31, 2048.

The completion date is extended to December 31, 2028.

The grantee shall deliver the final Request for Disbursement to the Conservancy no later than March 31, 2029.

All other terms and conditions of the agreement remain in effect.

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STATE OF CALIFORNIA
State Coastal Conservancy

# GRANT AGREEMENT

Grant - Rev 11/20

| AGREEMENT NUMBER | AM. NO. |
|---|---|
| 24-005 | |
| TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. | |
| 94-6000417 | |

THIS AGREEMENT is entered into this 24th day of September, 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<br>State Coastal Conservancy | GRANTEE (*If other than an individual, state whether a corporation, partnership, etc.*)<br>City and County of San Francisco Recreation and Parks Department |
| BY *(Authorized Signature)*<br>Amy Hutzel | BY *(Authorized Signature)* |
| PRINTED NAME OF PERSON SIGNING<br>Amy Hutzel, Executive Officer | PRINTED NAME OF PERSON SIGNING<br>Philip A. Ginsburg, General Manager |
| ADDRESS & PHONE NUMBER<br>1515 Clay Street, 10th Floor<br>Oakland, CA 94612<br>Phone: (510) 286-1015 | ADDRESS & PHONE NUMBER<br>501 Stanyan Street<br>San Francisco, CA 94117-1898<br>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- | 3760-101-0001(A)(b) | 12/23 | 2023 | 23/24 |
| **TOTAL AMOUNT ENCUMBERED TO DATE** | **PROJECT NAME** | | | |
| $5,500,000.00 | India Basin Waterfront Park Phase 3: India Basin Shoreline Park Redevelopment Project | | | |

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

Erika Gomez

Erika Gomez
Procurement and Contracts Manager

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

| NAME AND SIGNATURE OF ACCOUNTING OFFICER | DATE |
|---|---|
| Roselin Devi | 9/24/2024 |

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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, 2027 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 31, 2028.

## 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:<br>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 Shoreline Park Budget**
EPA Brownfield Clean-Up 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 | 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** |

Daniel Lurie, Mayor

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

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

**FROM:** **Sarah Madland, Interim General Manager**
**Recreation and Park Department**

**DATE:** **December 29, 2025**

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

**GRANT TITLE:** **Grant Contract Amendment - California State Coastal Conservancy – India Basin Shoreline Park Development**

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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 Agreement No. 24-005

_X_ Grant Amendment No. 24-005A

**Special Timeline Requirements:** The Project is in construction. Introduction in December 2025 or early January 2026

**Departmental representative to receive a copy of the adopted resolution:**

Name: Toni Moran (Primary) Phone: (415) 794-8173
David Froehlich Phone: (628) 652-6649

Interoffice Mail Address:49 South Van Ness, Suite 1220

Certified copy required Yes ☐ No ☒

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

Daniel Lurie, Mayor

Kat Anderson, Commission President
Sarah Madland, Interim General Manager

TO: Adam Thongsavat, Mayor's Liaison to the Board of Supervisors
FROM: Toni Moran, Capital Grants Manager, Recreation and Park Department
DATE: January 5, 2026

**RE: India Basin Shoreline Park Project - San Francisco Bay Coastal Conservancy Grant Accept and Expend Grant Increase**

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The San Francisco Recreation and Park Department (RPD) respectfully requests the support of the Mayor's Office to introduce a resolution authorizing the Recreation and Park Department to accept and expend a grant increase in the amount of $3,091,148 for a total grant amount of $8,591,148 from California State Coastal Conservancy for the India Basin Shoreline Park Redevelopment Project; and approving an amendment to the existing grant agreement to require a contract performance period that will remain in effect through December 31, 2048.

***Attached are the following documents to support the Resolution - of Intent to Vacate Portions of Christmas Tree Point Road and Twin Peaks Boulevard for the Twin Peaks Promenade Project***

0. Mayor's Office Letter for SCC
1. Resolution – SCC Grant Contract Amendment FINAL
2. Resolution – SCC Grant Contract Amendment w/ Signatures PDF
3. IBSP SCC Grant Amd. 1 Information Form
4. IBSP Project Budget

5.1 IBSP SCC Grant Agreement
5.2 IBSP SCC Grant Agreement Amendment

6. Clerk of the BOS Memo
7. MBO Approval

**BACKGROUND**

The India Basin Shoreline Park Project ("Project") will transform an ageing park facility into a vibrant, multi-use park with a healthy and accessible waterfront and new park entries that will provide important connections to adjacent Bayview Hunters Point neighborhood. The IBSP Project is part of the broader India Basin Waterfront Initiative, a long-term, community-driven effort to restore shoreline habitat, improve water quality, enhance public access to San Francisco Bay, and address sea level rise impacts along the southeastern waterfront.

In 2024, the Recreation and Park Department (RPD) was awarded $5,500,000 in California State Coastal Conservancy (SCC) to support the Project. On September 18, 2025, the State Coastal Conservancy Board approved a grant increase of up to $3,091,148 to the Recreation and Park Department, to augment the previous $5,500,000 grant for a total grant valued at $8,591,148. This legislation approves the contract amendment that increases the grant award to $8,591,148 and extends the grant performance period by one year to December 31, 2048.

**Preferred Legislative Timeline**

- Jan 13 - Introduction to Board of Supervisors
- Jan 28, Feb 4 - Budget and Finance Committee
- Feb 2, or Feb 9 - Full Board Approval
- Feb 16 or Feb 23 - Mayor's review/signature

Attached for your reference are supporting materials including the Board of Supervisors Accept and Expend Resolution, Grant Resolution Information Form, Grant Budget, and Grant Contract, Grant Contract Amendment

RPD respectfully requests the Mayor's Office's assistance in sponsoring and introducing the accompanying resolution so that the City may pursue this important funding opportunity and continue advancing the restoration and public access goals of the India Basin Shoreline Park Project.

Please let us know if you need any additional information.

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 – California State Coastal Conservancy - India Basin Shoreline Park Redevelopment Project - $8,591,148
DATE: January 13, 2026

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Resolution authorizing the Recreation and Park Department to accept and expend a grant increase in the amount of $3,091,148 for a total grant amount of $8,591,148 from California State Coastal Conservancy for the India Basin Shoreline Park Redevelopment Project; and approving an amendment to the existing grant agreement to require a contract performance period that will remain in effect through December 31, 2048.

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