File No. 251148 **Committee Item No.** 5
Board Item No. 16

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** January 28, 2026
Board of Supervisors Meeting **Date** February 3, 2026

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☒	☒	RPC Resolution No. 2509-005 9/18/2025
☐	☒	REC Statement on Retroactivity 1/27/2026
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Completed by: Brent Jalipa **Date** January 22, 2026
Completed by: Brent Jalipa **Date** January 29, 2026

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

Resolution retroactively 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 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 retroactively 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 retroactively 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.

Recommended:

___/s/_____
Department Head

Approved: ___/s/_____
Mayor

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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SAN FRANCISCO BAY RESTORATION AUTHORITY

AGREEMENT NUMBER	AM. NO.
SFB0074-RA049	
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO.	
94-6000417	

STANDARD AGREEMENT

(RA 4/2023)

THIS AGREEMENT, made and entered into this 18 day of December, 2025, in the State of California, by and between the San Francisco Bay Restoration Authority, a regional public entity, through its duly appointed

TITLE OF OFFICER ACTING FOR PUBLIC ENTITY	PUBLIC ENTITY
Executive Officer	San Francisco Bay Restoration Authority

, hereafter called the Authority, and

GRANTEE'S NAME

City and County of San Francisco, Recreation and Parks Department , hereafter called the Grantee.

The Grantee and the Authority hereby agree as follows:

I. SCOPE OF AGREEMENT

Pursuant to the San Francisco Bay Restoration Authority Act, California Government Code Sections 66700-66706, the San Francisco Bay Restoration Authority (the "Authority") hereby grants to the City and County of San Francisco, Recreation and Parks Department (the "grantee") a sum not to exceed $1,150,000.00 (one million one hundred fifty thousand dollars), subject to this agreement.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

GRANTOR	GRANTEE
AGENCY	GRANTEE (*If other than an individual, state whether a corporation, partnership, etc.*)
San Francisco Bay Restoration Authority	City and County of San Francisco, Recreation and Parks Department
BY (*Authorized Signature*) DocuSigned by: Amy Hutzel	BY (*Authorized Signature*) DocuSigned by:
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
Amy Hutzel, Executive Officer	Sarah Madland, Interim General Manager
ADDRESS & PHONE NUMBER	ADDRESS
1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015	501 Stanyan Street San Francisco, CA 94117 Phone: (415) 831-2701

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)
$ 1,150,000.00	Measure AA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	WORK ITEM NUMBER
$ 0.00	441-1860-19-5850
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME
$ 1,150,000.00	India basin Waterfront Park Phase 3: Shoreline Park Redevelopment

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

PRINTED NAME AND TITLE OF PERSON SIGNING	SIGNATURE	DATE
Arleicka Conley, Section Director, Budgets & Financial Planning & Analysis	DocuSigned by: Arleicka Conley	12/18/2025

☐ GRANTEE ☐ ACCOUNTING ☐ PROJECT MANAGER ☐ AGREEMENT FILE

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The grantee shall use these funds to complete the following India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment Project (the "project") at India Basin Shoreline Park in the City and County of San Francisco as shown on Exhibit A, which is incorporated by reference and attached.

> The project consists of redeveloping the India Basin Shoreline Park into a mixed-use community park by improving public access, recreational amenities, and ecological resilience. The project will re-grade the park's steep slopes for easier public access; and construct improvements, including a gravel beach, a sloped lawn to the beach, a more extensive trail network, amenities for public recreation and enjoyment, access to the water, enhanced shoreline habitat, and interpretive exhibits about shoreline history. The project will construct recreational pathways of eco-concrete on each side of the lawn that transition to low retaining walls, flanking the gravel beach and providing potential marine habitat. The project will convert approximately 2.7 acres of non-native grasses to native sage scrub, and construct approximately 6 percent of the gardens as bioretention basins to treat approximately 5,400 cubic feet of stormwater. The project will remove approximately 79 cubic yards of riprap and re-contour the shoreline to enhance shoreline habitat with a new gravel beach and 1.49 acres of low to high marsh habitat. The project will plant native tidal marsh plants on about 0.45 acres of the tidal marsh habitat.

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 Authority 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 Authority (the "Executive Officer") has approved in writing:

    a. A work program for the project, as provided in section VI. WORK PROGRAM.

    b. A plan for installation of signs and acknowledgment of Authority support, as provided in section VII. 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 Authority that each contractor has complied with the bonding requirements described in section VIII. BONDING.

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3. The grantee has provided to the Authority:

    a. A statement identifying and confirming that it has obtained all permits and approvals necessary for the completion of the project under applicable local, state, and federal laws and regulations.

    b. Evidence the grantee has provided for required insurance coverage as described in section XVII. INSURANCE.

III. ADDITIONAL GRANT CONDITIONS

The grantee shall also meet the following conditions:

1. Prior to the release of funds for construction, the grantee shall provide evidence of completion of the following:

    a. Wetland Monitoring Plan. The grantee shall prepare a plan to collect and report monitoring data in a manner that is compatible and consistent with the September 23, 2024 Habitat Monitoring Plan, which is a requirement of the Bay Conservation and Development Commission Permit No 2021.002.00. During the term of the grant agreement, should any cordgrass appear on the property, the grantee will reach out to the Invasive Spartina Project to coordinate monitoring of invasive hybrid *Spartina*.

    b. The Publication of Project Information. The grantee shall upload project information, including periodic monitoring data, to the project tracker for "EcoAtlas", an online database and web-based viewer of stream and wetland maps, restoration information, and monitoring results (currently available at http://ptrack.ecoatlas.org/), to track project information and aggregate data.

2. Using the Lessons Learned Report form provided by the Authority and in accordance with the deadline set forth in XI. PROJECT COMPLETION, the grantee shall submit a report describing whether the project met the project goals and information learned from project implementation that could help others more effectively implement similar projects.

IV. TERM OF AGREEMENT

This agreement will take effect when signed by both parties. The Authority will sign last and will enter the date it signs on the first page, which date is deemed the effective date. This agreement may be signed electronically using a process specified by the Authority.

This agreement terminates on December 31, 2048 (the "termination date") unless terminated early as provided in this agreement.

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However, the grantee shall complete all work by December 31, 2028 (the "completion date").

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

V. AUTHORIZATION

The signature of the Executive Officer of the Authority on this agreement certifies that at its September 5, 2025 meeting, the Authority 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

VI. WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program 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 date for completing each project component and showing how the project will be completed by the completion date.

3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project, 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 Authority's grant, and all other sources of monies, materials, or labor.

The grantee shall review the plans with Authority 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, this agreement will control.

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

VII. SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit, for review and written approval by the Executive Officer, a plan for the installation of signs and acknowledgment of Authority support. Except as the Executive Officer agrees otherwise, the plan must commit the grantee to mention the Authority's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The plan must commit the grantee to install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Authority assistance and displaying the

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Authority's logo and directing the public to the project. The Authority 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 Authority will withhold final disbursement until the signs are installed as approved by the Authority.

VIII. 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 $250,000.

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

IX. COSTS AND DISBURSEMENTS

When the Authority determines that all conditions in section II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT have been fully met, the Authority 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 Authority 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 Authority's fiscal year ends on June 30. For all costs the grantee incurs through the end of the Authority's fiscal year, Requests for Disbursement shall be submitted by July 20th. The Authority shall disburse the five percent withheld upon the grantee's satisfactory completion of construction and compliance with section XI. PROJECT COMPLETION, and upon the Authority's acceptance of the project.

Hourly rates billed to the Authority must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time

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billed to the Authority. The Authority will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts.

The Authority will reimburse travel and related expenses in accordance with the rates set forth in "Travel Reimbursement Rates," as posted on the Authority's website at https://www.sfbayrestore.org/resources-grantees. The Authority 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 Authority a fully executed "Request for Disbursement" form (available from the Authority). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the forms. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.

2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Authority of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

X. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Authority and requests

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disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Authority 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.

XI. PROJECT COMPLETION

Upon completion of the project, the grantee shall supply the Authority with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section IV. TERM OF AGREEMENT that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.

2. Documentation that signs are installed as required by section VII. SIGNS AND ACKNOWLEDGMENT.

3. A fully executed "final Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

4. A final inspection report by a licensed architect or registered engineer or the grantee's Public Works Director, and a copy of "as built" drawings of the completed project.

5. Evidence that the following activity has 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.

6. The Lessons Learned Report.

The Authority shall determine whether the grantee has satisfactorily completed the project. If so, the Authority shall issue to the grantee a letter of acceptance of the project and release the withhold amount pursuant to section IX. COSTS AND DISBURSEMENTS. The project will be deemed complete as of the date of the letter.

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XII. 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 Authority may terminate this agreement for any reason by providing the grantee with thirty days' notice in writing. Before the project is complete, the Authority may suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Authority. The Authority 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 Authority 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 Authority of all amounts disbursed by the Authority under this agreement. The Authority 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 Authority may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Authority with seven days' notice in writing and repaying to the Authority all amounts disbursed by the Authority under this agreement. The Authority 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.

XIII. 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 Authority's grant was made as set forth in Exhibit B. The grantee assumes all operation and maintenance costs of these facilities and structures; the Authority is not responsible for any cost of maintenance, management, or

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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.

XIV. 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 Authority 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 shall be remitted promptly to the Authority. 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.

XV. INSPECTION

Throughout the term of this agreement, the Authority has the right to inspect the project area to ascertain compliance with this agreement.

XVI. INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Authority, 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 Authority, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Authority, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

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Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this section XVI. INDEMNIFICATION AND HOLD HARMLESS will survive termination of this agreement.

XVII. 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.

    d. Course-of-construction (also known as "Builder's Risk") insurance covering all risks of loss. (Any proceeds of loss payable under this coverage must be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)

    e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage must be used to replace, rebuild

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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.
b. Automobile Liability:	$1,000,000 per accident for bodily injury and property damage.
c. Worker's Compensation:	Worker's compensation as required by law.
d. Course of Construction:	"All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions.
e. Property Insurance:	90 percent of full replacement cost of the facilities or structures.

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

4. **Waiver of Subrogation**. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

5. **Acceptability of Insurers**. Insurance 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 Authority and approved in writing by the Executive Officer.

6. **Verification of Coverage**. The grantee shall furnish the Authority 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 Authority may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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7. **Contractors**. The grantee shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of $1,000,000**]**.

8. **Premiums and Assessments**. The Authority is not responsible for premiums and assessments on any insurance policy.

XVIII. 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 Authority or its agents may review, obtain, and copy all required records. The grantee shall provide the Authority or its agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Authority, and the final year to which the particular records pertain. The records will be subject to examination and audit by the Authority 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 Authority 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.

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,

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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 ensure 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 Authority to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Authority 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 Authority 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.

XXII. 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 Authority.

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XXIII. ASSIGNMENT

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

XXIV. TIMELINESS

Time is of the essence in this agreement.

XXV. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate an Authority project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The designated Authority project manager shall notify the grantee of the designation in writing.

XXVI. 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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Exhibit A: Project Location Map

India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment

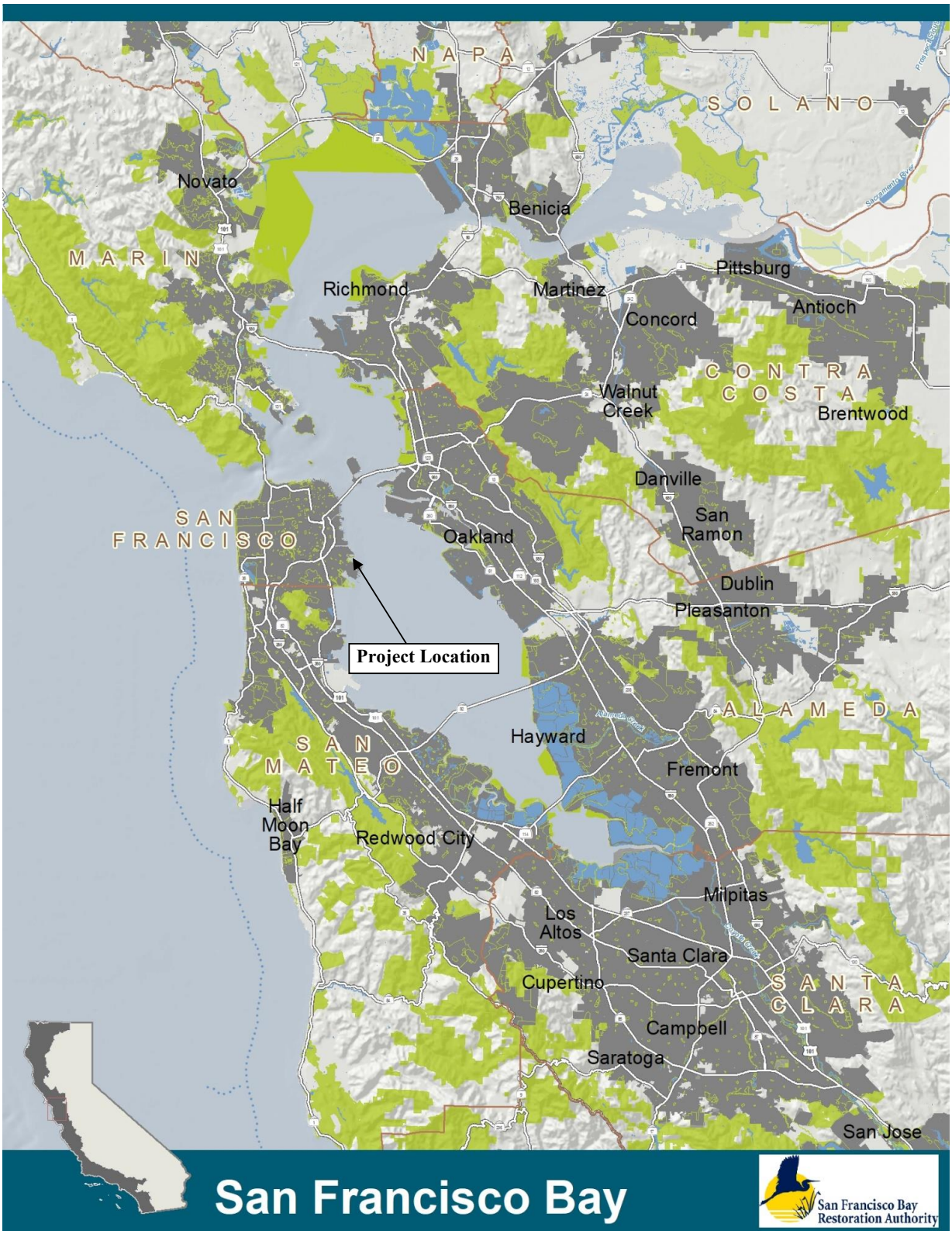

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Exhibit A: Project Location Map

India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment

Estimated Project Area

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SAN FRANCISCO BAY RESTORATION AUTHORITY

Staff Recommendation
September 5, 2025

INDIA BASIN WATERFRONT PARK PHASE 3: SHORELINE PARK REDEVELOPMENT

Project No. RA-049
Project Manager: Erica Johnson

RECOMMENDED ACTION: Authorization to disburse up to $1,150,000 to the City and County of San Francisco Recreation and Parks Department to implement the India Basin Waterfront Park Phase 3: Shoreline Park Redevelopment Project, consisting of the redevelopment of the 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, and adoption of findings under the California Environmental Quality Act.

LOCATION: Hunters Point Blvd. & Hawes St., City and County of San Francisco; Measure AA Region: West Bay.

MEASURE AA PROGRAM CATEGORY: Safe, Clean Water and Pollution Prevention Program; Vital Fish, Bird and Wildlife Habitat Program; Shoreline Public Access Program.

EXHIBITS

Exhibit 1: Project Location and Site Map(s)

Exhibit 2: Project Designs Elements

Exhibit 3: Inda Basin Equitable Development Plan Executive Summary

Exhibit 4: India Basin Mixed Use Project, Final Environmental Impact Report (EIR) (EIR Response to Comments, Draft EIR part 1, Draft EIR part 2)

Exhibit 5: India Basin Mixed Use Project, Mitigation Monitoring and Reporting Program

Exhibit 6: Project Letters

RESOLUTION AND FINDINGS

Staff recommends that the San Francisco Bay Restoration Authority adopt the following resolution and findings:

Resolution:

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

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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.

Findings:

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

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STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends that the Authority disburse up to $1,150,000 to the City and County of San Francisco Recreation and Parks Department (SFRPD) to redevelop the India Basin Shoreline Park (Exhibit 1) in San Francisco into a mixed-use community park with improved public access and recreational 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 brings the 900 Innes and India Basin Shoreline Park properties 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 focused on the redevelopment of the India Basin Shoreline Park ("the Shoreline Park"), a 5.6-acre park built on artificial fill with outdated public amenities, limited recreational space, no public shoreline access, degraded shoreline habitat, and outdated shoreline protection. The project will re-grade the Shoreline Park's steep slopes so the public can more easily utilize the area. After re-grading, the project will construct improvements, including a more extensive park trail network, 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. SFRPD, in partnership with Literacy for Environmental Justice (LEJ), will monitor and maintain the native plants. All public access and recreational amenities will be placed above the projected year 2100 high-tide level.

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

4. Marineway Lawn Pathways and Walls: The project will include grading the slopes to create a gentle incline from the lawn down to a newly constructed gravel beach at the water's edge; and will include walkways on either side of the lawn that extend down to the beach for walking, biking, and skating. As they reach the shoreline, these walkways will transition into low retaining walls that flank the gravel beach, helping to prevent alongshore erosion. The walls will be constructed from eco-concrete, a non-toxic material with a textured surface full of crevices that support marine life, including native oysters, by providing a suitable habitat and a natural buffer against wave action.
5. Native Sage Scrub Gardens and Stormwater Bioretention Basins: The project will include replacement of about 2.7 acres of non-native grasses with native sage scrub along the edges of the Marineway Lawn to improve habitat quality in the Shoreline Park. The project will include construction of about 6% of these gardens as bioretention basins. The bioretention basins will capture and treat 5,400 cubic feet of stormwater runoff during rainfall events, improving the quality of water going into the bay.
6. Shoreline Habitat Restoration: The project will include removal of approximately 79 cubic yards of old riprap and re-contour the shoreline so that it will support a variety of shoreline habitat, such as a new gravel beach and 1.49 acres of low-high marsh habitat. The project will include the planting of native tidal marsh plants on about 0.45 acres of tidal marsh and

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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.

Grant Applicant Qualifications: SFRPD owns the project site and has a 75-year land-use agreement with the Port of San Francisco for the shoreline areas of the Shoreline Park. Since 2014, SFRPD has co-managed the IBWP Project with non-profit, community, and private partners. SFRPD managed the previous California State Coastal Conservancy (Conservancy) grant in 2014 for planning the IBWP Project, a previous 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 the 900 Innes Boatyard Park, in addition to other awards 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.

Community Support: 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. SFPRD and partners have engaged approximately 30 community groups since 2014 when planning began. Between 2016 and 2019, SFPRD and partners implemented a community participatory design process. To accomplish this process, about 20 community members participated in an Equitable Development Plan Committee and developed the India Basin Equitable Development Plan (EDP) to guide and support the goals the community identified. Community goals were developed in the following areas: Arts, Culture and Identity; Workforce and Business Development; Transportation, Access and Connectivity; Healthy Communities and Ecology; Youth Opportunities; and Housing Security. Engagement activities included over 31 meetings and events, including workshops, focus groups, online surveys, and managing a booth at community events. The community selected and prioritized recreational features (including food pavilion for economic growth, sustenance fishing locations, and community gathering spaces) based on these goals. More information about the process and community goals reflected in the project can be found in the EDP Executive Summary (Exhibit 3). SFRPD plans to work with LEJ, a community-based organization in BVHP, to leverage their shoreline habitat restoration expertise. LEJ staff and local young adults participating in their paid workforce development program will monitor and maintain the native sage scrub and tidal marsh plants after they have been installed.

Barriers and Risks: SFRPD and Authority staff do not anticipate barriers or risks to project completion currently. The project team has selected and secured a contractor via a public bid process and is ready to implement the project immediately. It is anticipated to be completed in about one and one-half years.

Public Access: The Shoreline Park will incorporate an updated 0.17-mile San Francisco Bay Trail segment with a dedicated lane for bikes, shoreline access via a gravel beach, a non-motorized boat launch that will be included in the San Francisco Bay Area Water Trail, a Boathouse Building, restrooms, benches, and picnic tables. The Bay Trail segment, boat launch, and restroom will be accessible to people with disabilities.

Site Description: The project site, owned and managed by SFRPD, 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

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project area was filled in the 1990s to extend the shoreline into the India Basin waters and develop a park, the India Basin Shoreline Park, because of airport mitigation measures. At that time, SFRPD became the landowner and manager of the Shoreline Park. Only the remnants of two out of the five historic ships, Caroline and Bay City, remained visible after the development of Shoreline Park.

The Shoreline Park 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 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, and as 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 Bay Trail, mixed recreation opportunities for residents and visitors, and enhanced shoreline habitat value and connectivity. 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. Phase 2 began construction in November of 2023 and has been completed and open to the public since October of 2024. The proposed project is planned to begin construction in fall of 2025 and to be completed in summer of 2027. During that time, the new 900 Innes Park will be open for the community to use until the completion of the proposed project.

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

Today, the neighborhoods are still considered a high poverty area according to the 2020 census data, and residents are predominantly Black, Latinx, and Asian American. In addition, residents

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bear a disproportionately high level of environmental burden (Cal-Enviro Screen 4.0) and they continue to advocate for environmental justice and clean-up of toxic substances from the former Naval Shipyard, which was a declared a Superfund site requiring long term cleanup in 1989. Strong community advocacy and partnerships with non-profits, local government, and landowners, has resulted in numerous parks and restored open space along the BVHP shoreline (which includes the India Basin shoreline). Key examples include the Candlestick Point State Recreation Area, a former landfill turned state park, and Heron's Head Shoreline Park, an abandoned shipping terminal project that was restored to a wetland.

PROJECT FINANCING

San Francisco Bay Restoration Authority	**$1,150,000**
California State Coastal Conservancy	$8,591,148
California State Parks Grant State Specified Grant	$24,505,730
California State Parks Statewide Park Development and Community Revitalization Program	$5,768,000
California State Parks Habitat Conservation Shoreline Fund	$756,728
U.S. Environmental Protection Agency San Francisco Bay Water Quality Improvement Funds	$3,768,558
U.S. Environmental Protection Agency Environmental Remediation Funds	$2,000,000
SFRPD 2020 Bond Funds	$8,681,649
Private Funding	$31,971,166
Project Total	**$87,192,979**

CONSISTENCY WITH AUTHORITY'S ENABLING LEGISLATION, THE SAN FRANCISCO BAY RESTORATION AUTHORITY ACT:

The project is consistent with the San Francisco Bay Restoration Authority Act (Government Code, Sections 66700-66706).

The project is consistent with Section 66704.5(a) of the Government Code, which authorizes the Authority to award grants to public entities (including owners or operators of shoreline parcels in the San Francisco Bay area in a county within the Authority's jurisdiction), because the applicant is a public entity that owns and operates a shoreline parcel in San Francisco County.

The proposed project is consistent with the Section 66704.5(b)(1), (3) of the Government Code, which defines eligible projects, because the project will restore, protect, or enhance natural habitats along the San Francisco Bay shoreline by replacing 2.7 acres of invasive grasses with native sage scrub in the upland area of the Shoreline Park, removing 79 cubic yards of old riprap, and re-contouring the shoreline to support 1.49 acres of native low-high marsh habitat. In addition, the project will improve public access and recreational amenities, as part of a project to restore, enhance, or protect natural shoreline habitats, by constructing a Bay Trail segment;

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creating a trail network within the Shoreline Park; providing new access to the shoreline via a gravel beach, pier, and a floating dock with a non-motorized boat launch; and installing interpretive exhibits about the history of the shoreline and a viewing dock of the historic remnants of the Bay City ferry.

CONSISTENCY WITH MEASURE AA PROGRAMS AND ACTIVITIES:

The proposed project is consistent with the *Safe, Clean Water and Pollution Prevention Program's* purpose to remove pollution, trash and harmful toxins from the Bay in order to provide clean water for fish, birds, wildlife and people. The proposed project improves water quality by removing 79 cubic yards of old riprap and restoring 1.49 acres of native low-high marsh habitat (0.45 acres will be revegetated). The proposed project will also construct bioretention basins that capture and treat 5,400 cubic feet of stormwater runoff during rainfall events, reducing the pollutants from stormwater runoff that goes into the Bay.

The proposed project is consistent with the *Vital Fish, Bird and Wildlife Habitat Program's* purpose to significantly improve wildlife habitat that will support and increase vital populations of fish, birds, and other wildlife in and around the Bay by planting 2.7 acres of native sage scrub habitat in the upland area and creating 1.49 acres of native marsh habitats – improving a key corridor for birds and fish.

The proposed project is consistent with the *Shoreline Public Access Program'*s purpose to enhance the quality of life of Bay Area residents, including those with disabilities, through safer and improved public access, as part of and compatible with wildlife habitat restoration projects in and around the Bay. The proposed project will construct 0.17-mile accessible Bay Trail segment with a dedicated lane for bikes, shoreline access via a gravel beach, an accessible non-motorized boat launch that will be included in the Water Trail, a Boathouse Building, accessible restrooms, benches, and picnic tables.

CONSISTENCY WITH MEASURE AA PRIORITIZATION CRITERIA:

1. **Greatest positive impact.** The proposed project improves approximately four acres of shoreline habitat in a key corridor for migratory birds and fish. Due to the habitat value of the area, and the nearby Heron's Head Park that sees a diversity of wildlife, this area has potential to support additional wildlife as conditions improve. The project will provide new shoreline access and recreational opportunities to the community, including people with disabilities. It also includes a Bay Trail segment that will connect the adjacent parks along the shoreline (900 Innes Boatyard park to Heron's Head Park) and will include a new Water Trail site.

2. **Greatest long-term impact**. The Shoreline 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 and marine eco-concrete walls that will support a variety of shoreline habitat (gravel beach and tidal marsh), provide a buffer from storm surges, and allow for gradual transition of habitat as sea level rises. In the upland area, non-native grasses will be replaced with native coastal sage scrub, 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

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stormwater runoff during rainfall events, which are anticipated to increase in intensity with climate change.

3. **Leveraging resources and partnerships**. SFRPD has partnered with non-profits, community-based organizations, and private entities to plan and implement the project (see the PROJECT SUMMARY section above). SFRPD has also raised funds from state, federal, private funds and leveraged their own funding to implement the project (see the PROJECT FINANCING section above).

4. **Economically disadvantaged communities.** The proposed project is located in and benefits the BVHP community, which is economically disadvantaged and historically underserved. Through a community-led design process, SFRPD and partners developed the Equitable Development Plan (EDP), which set goals for project design and community programming. Community members prioritized features like a food pavilion, fishing areas, and gathering spaces. SFRPD will also partner with LEJ, a BVHP community organization, to manage native plantings and involve local youth through their paid workforce development program. More details are in the EDP Executive Summary (Exhibit 3) and PROJECT SUMMARY section.

5. **Benefits to the economy.** Workforce and Business Development is one of the goals of the EDP, which was established to ensure that local residents and businesses benefit from this significant public investment. As a result, IBWP project has been offering job readiness training since 2022 for adults, via their India Basin Specialty Construction Training Program, and youth, through a partnership between SFRPD, APRI, and the San Francisco Office of Economic and Workforce Development. To support local hiring in construction, a meet-and-greet was held with the primary construction contractor to connect with local subcontractors, and the primary contractor is required to recruit workers from the IBWP Project's job readiness training for adults. The construction contract also mandates compliance with the City's local hire ordinance, requiring 50% of the workforce to be San Francisco residents, with 25% from disadvantaged communities.

6. **Engage youth and young adults**. SFRPD will partner with LEJ, who will recruit approximately 15 young adults from the BVHP to participate in a workforce development program offering practical training in Bay ecology, native plant restoration, invasive plant management, and community engagement. These young adults will work with LEJ staff to monitor and maintain the native upland and tidal marsh plantings that will be installed in the Shoreline Park. SFRPD will also implement a new youth enrichment initiative called the BVHP Explorers Program, which will provide free access to natural, cultural, and recreational experiences for low-income youth ages 12-19 from the Bayview, Hunters Point, Sunnydale, and Visitacion Valley neighborhoods. The program is designed to connect participants with the diverse environmental and cultural resources of San Francisco and the greater Bay Area.

7. **Monitoring, maintenance, and stewardship**. SFRPD will partner with LEJ, whose staff and interns will support the stewardship of native plantings by monitoring plant survivorship and performing maintenance, such as propagating, replanting, and weeding.

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8. **Coastal Conservancy's San Francisco Bay Area Conservancy Program**. The proposed project aligns with the Selection Criteria of the San Francisco Bay Area Conservancy Program (Public Resources Code, Section 31163(c)). It is supported by several adopted local and regional plans, including the San Francisco General Plan's Recreation and Open Space and Environmental Protection Elements (2014), which promote health, sustainability, and environmental justice; the Bayview Hunters Point Area Plan (2010) and India Basin Subarea Plan (2009), which emphasize open space, environmental improvements, and community revitalization; the India Basin Equitable Development Plan (2022), a community-driven vision for culturally grounded, equitable, and ecological development; the San Francisco Bay Trail Plan (1989), which the project supports with a 0.17-mile trail connection; and the Port of San Francisco Blue Greenway Plan (2011), which the project advances through Bay Trail and Water Trail access improvements.

   The project is ready for timely implementation, with permits secured, a lead contractor selected, and significant community engagement completed. It also offers time-sensitive benefits by addressing shoreline resilience and sea level rise adaptation. Additionally, it leverages funding from multiple sources, as detailed in the Project Financing Section.

9. **San Francisco Bay Conservation and Development Commission's Coastal Management Program.** The project is consistent with San Francisco Bay Conservation and Development Commission's Coastal Management Program because it restores and enhances native tidal marsh and transition zone habitat, improves water quality, plants native species, and advances Environmental Justice in San Francisco Bay:

   Tidal Marsh Policy 1: "[…]Where a transition zone does not exist and it is feasible and ecologically appropriate, shoreline projects should be designed to provide a transition zone between tidal and upland habitats." The proposed project will remove old riprap, regrade park slopes, and contour the shoreline to create a gentle slope into the bay, establishing a transition zone that can naturally migrate inland as sea levels rise.

   Water Quality Policy 1: Bay water pollution should be prevented to the greatest extent feasible. The project includes stormwater retention basins that capture and treat urban runoff before it enters the bay, improving overall water quality.

   Fish, Other Aquatic Organisms and Wildlife Policy 2: "Native species, […] as well as specific habitats that are needed to conserve, increase, or prevent the extinction of these species, should be protected." The project restores native habitats, including tidal marsh and coastal sage scrub, to support biodiversity and protection of native species.

   Environmental Justice and Social Equity Policy 3: "Equitable, culturally relevant, community outreach and engagement should be conducted by […] project applicants to meaningfully involve potentially impacted communities for major projects […]." The proposed project is the result of a community-participatory planning and design process, with priorities identified by community and continued engagement through ongoing community programming.

10. **San Francisco Bay Joint Venture's Implementation Strategy.** The proposed project is not included on the Joint Venture's 2024 Priority Project List; however, the project is consistent

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with the Joint Venture's Implementation Strategy because it includes actions to enhance native upland habitat and actions to restore and enhance native tidal marsh habitat.

CONSISTENCY WITH AUTHORITY'S INTERIM TRIBAL CONSULTATION POLICY: Consistent with the Authority's Interim Tribal Consultation Policy, Authority staff sent tribal consultation letters to tribes and tribal organizations who are on the Native American Heritage Commission list for the City and County of San Francisco. Seven letters were sent (via email) to seven tribes on July 17, 2025, and there have been no responses to date.

COMPLIANCE WITH CEQA:

On July 26, 2018, the San Francisco Planning Commission certified the India Basin Mixed-Use Project Final Environmental Impact Report (Final EIR) (Exhibit 4), 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 could 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).

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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-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 includes construction of recreational facilities with potentially significant effects that will be mitigated as described in this section; however, the proposed project will not require the construction or expansion of other recreation facilities that might have an adverse effect on the environment. The impacts can be mitigated to less-than-significant using the mitigation measures found in the following sections: Section 3.5, "Transportation and Circulation"; Section 3.6, "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 impacts. 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 the impacts can be mitigated to less-than-significant. Underwater noise from construction and temporary removal of habitat (see Impact BI-2 above) are significant but can be mitigated to less significant with the restoration of natural habitat.

Hydrology and Water Quality

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, they can be mitigated to less-than-significant by compliance with Best Management Practices in accordance with the Clean Water Act section 401 and 404 permits and the following mitigation measures:

- Mitigation Measure M-HY-1a: Monitor Turbidity during Construction measure requires monitoring of turbidity during construction and implementation of additional measures in the event turbidity levels exceed standards.

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- 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-1b and M-HY-1c described above for Implement Pile Removal Best 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 (2016) soil assessments conducted by SFRPD indicated that contamination testing results do not exceed safety criteria; however, these assessments developed a draft plan (2017) 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

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

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Resources, Mitigation Measure M-CR-1c: Develop and Implement an Interpretative Plan, and Mitigation Measure M-CR-1e: Vibration Protection Plan. As they pertain to 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 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

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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 Authority'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 (accessible restrooms, trail, and non-motorized boat launch) and recreational 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 Shoreline 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, Authority staff recommends that the Authority find that the proposed project, as mitigated, avoids or reduces to less than significant all potentially significant environmental

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effects, except for the unavoidable significant environmental effects to **Cultural Resources, Noise, and Air Quality**. With respect to these unavoidable significant environmental effects, Authority staff recommend that the Authority 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, Authority staff will file a Notice of Determination.

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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

Daniel Lurie, Mayor

Kat Anderson, Commission President
Sarah Madland, Interim General Manager

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

FROM: **Kaitlin Holl, San Francisco Recreation and Parks**
Capital Planning and Partnerships Division

DATE: **January 27, 2026**

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

GRANT TITLE: San Francisco Bay Restoration Authority Measure AA Grant

This memo provides background on the retroactive status of the subject Accept and Expend legislation.

The legislation is retroactive because the Recreation and Park Department entered into a grant agreement with the San Francisco Bay Restoration Authority (SFBRA) prior to securing Board of Supervisors approval, as required under Section 9.118 of the Administrative Code.

The grant funds were certified by the SFBRA Board on September 5, 2025, and staff subsequently prepared the Accept and Expend legislation packet. On November 18, 2025, the Accept and Expend legislation was introduced to the Board of Supervisors. During this period, the Recreation and Park Department also received the grant contract from the grantor, which was forwarded to the City Attorney's Office for review and was approved as to form.

The agreement was executed on December 18, 2025. To date, no grant funds have been expended.

Please contact Kaitlin Holl – Partnerships and Capital Associate at Kaitlin.Holl@sfgov.org if you have any questions.

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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