

STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 14-007	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6000417	

THIS AGREEMENT, made and entered into this _____ day of _____, 2014,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE

Executive Officer

AGENCY

State Coastal Conservancy

, hereafter called the Conservancy, and

GRANTEE'S NAME

San Francisco Recreation and Park Department

, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:




SCOPE OF AGREEMENT

Pursuant to Chapter 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to San Francisco Recreation and Park Department ("the grantee") a sum not to exceed \$500,000 (five hundred thousand dollars), subject to this agreement. The grantee shall use these funds to prepare a park conceptual plan ("the plan" or "the project") for the property at 900 Innes Avenue at India Basin in the City and County of San Francisco, as shown on Exhibit A, which is incorporated by reference and attached.

(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.

STATE OF CALIFORNIA		GRANTEE		
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) San Francisco Recreation and Park Department			
BY (Authorized Signature) 	BY (Authorized Signature) 			
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Philip A. Ginsburg, General Manager			
ADDRESS & PHONE NUMBER 1330 Broadway, 13 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 30 Van Ness, 5 th Floor San Francisco, CA 94102-6020 Phone: (415) 581-2543			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$500,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay (OPTIONAL USE) 900 Innes Park Planning	FUND TITLE Safe Drinking Water, Water Quality and Supply, Flood...		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0-	ITEM 3760-301-6051(1)(F)	CHAPTER 21	STATUTE 2012	FISCAL YEAR 12/13
TOTAL AMOUNT ENCUMBERED TO DATE \$500,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) San Francisco Bay Area			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER 		DATE		
<input type="checkbox"/> GRANTEE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> PROJECT MANAGER <input type="checkbox"/> CONTROLLER <input type="checkbox"/> STATE AGENCY				

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

Erlinda Corpuz
Contracts Manager

SCOPE OF AGREEMENT (Continued)

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the “WORK PROGRAM” section, below. The grantee shall provide \$64,780 (sixty-four thousand seven hundred eighty dollars) and any funds beyond those granted under this agreement which are needed to complete the project.

The grantee shall complete project planning, including public outreach to the community and stakeholders; site analysis and preparation of environmental studies and documents for compliance with the California Environmental Quality Act; and a conceptual park plan with cost estimates for future park implementation at the project site.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Board of Supervisors of the City and County of San Francisco has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:
 - a. The work program for the project as provided in the “WORK PROGRAM” section, below.
 - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
 - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the “INSURANCE” section, below.
 - b. The grantee has acquired the 900 Innes property for purposes of public access and recreation.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in the “CONDITIONS PRECEDENT TO

TERM OF AGREEMENT (Continued)

COMMENCEMENT OF PROJECT AND DISBURSEMENT” section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through November 30, 2016 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by August 31, 2016 (“the completion date”).

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its May 29, 2014 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

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

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant, the grantee's required contribution and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The grantee shall carry out the project in accordance with the approved work program. The work program shall have the same effect as if included in the text of this agreement. 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. However, if this agreement and the work program are inconsistent, the agreement shall control.

COORDINATION AND MEETINGS

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

WORK PRODUCTS

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

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

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all “CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT” have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less ten percent, upon the grantee’s satisfactory progress under the approved work program and upon submission of a “Request for Disbursement” form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the ten percent withheld upon the grantee’s satisfactory completion of the project and compliance with the “PROJECT COMPLETION” section, below, and upon the Conservancy’s acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (“CCR”), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will

COSTS AND DISBURSEMENTS (Continued)

reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. Hourly rates billed to the Conservancy and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

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

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

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

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by 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

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS (Continued)

costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final "Request for Disbursement."

Within thirty days of the grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM (Continued)

the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

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

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

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

INDEMNIFICATION AND HOLD HARMLESS (Continued)

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.

INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

a. General Liability: <i>(Including operations, products and completed operations, as applicable)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage.

INSURANCE (Continued)

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
 - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

INSURANCE (Continued)

- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "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 records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the

AUDITS/ACCOUNTING/RECORDS (Continued)

grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

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

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

NONDISCRIMINATION (Continued)

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

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. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

PREVAILING WAGE AND LABOR COMPLIANCE PROGRAM

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code (see Labor Code sections 1720 et seq.). 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, if required by law to do so.

This agreement is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code section 1771.5(b). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.

The grantee shall review these statutory and regulatory provisions and other related provisions and regulations to determine its responsibilities.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

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

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

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

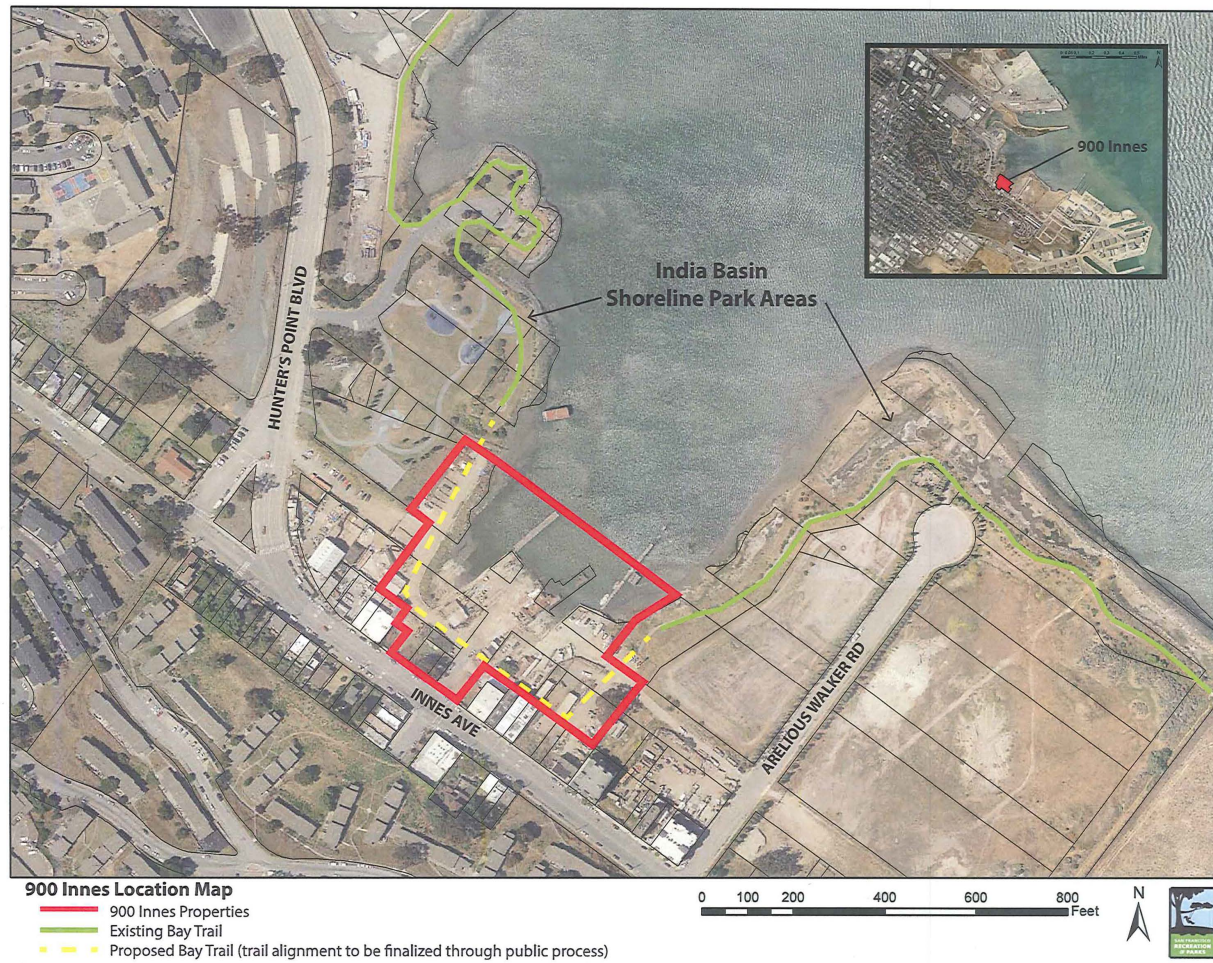
AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

EXHIBIT A: 900 Innes at India Basin in the City and County of San Francisco



COASTAL CONSERVANCY

Staff Recommendation

May 29, 2014

900 INNES PARK PLANNING

Project No. 14-002-01

Project Manager: Deborah Hirst

RECOMMENDED ACTION: Authorization to disburse up to \$500,000 to San Francisco Recreation and Park Department to complete a conceptual park plan for the bay-front properties at 700 and 900 Innes Avenue in India Basin in the City and County of San Francisco.

LOCATION: Southeastern shoreline on India Basin in the City and County of San Francisco

PROGRAM CATEGORY: San Francisco Bay Area Conservancy

EXHIBITS

Exhibit 1: [Project Maps](#)

Exhibit 2: [900 Innes Area Photographs](#)

Exhibit 3: [Project Letters](#)

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31160-31165 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes disbursement of an amount not to exceed five hundred thousand dollars (\$500,000) to San Francisco Recreation and Park Department (“SFRPD”) to complete a conceptual parks plan for the properties at 700 and 900 Innes Avenue in India Basin in the County of San Francisco, subject to the following conditions:

1. Prior to disbursement of any funds, SFRPD shall submit for the review and approval of the Executive Officer of the Conservancy a work program, including a budget and schedule, the names and scopes of work for any contractors to be employed in the project.
 2. Prior to commencement of work plan tasks, SFRPD shall submit written evidence that the 900 Innes Avenue property has been acquired by SFRPD for purposes of public access and recreation.
 3. SFRPD shall develop the Conceptual Park Plan in close consultation with the Port of San Francisco.”
-

Staff further recommends that the Conservancy adopt the following findings:

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

1. The proposed authorization is consistent with the purposes and objectives of Chapter 4.5 (Sections 31160-31165) of Division 21 of the Public Resources Code, regarding public access improvements to and around the San Francisco Bay.
 2. The proposed authorization is consistent with the Project Selection Criteria and Guidelines last updated by the Conservancy on November 10, 2011.”
-

PROJECT SUMMARY:

Staff is recommending that the Conservancy grant up to \$500,000 to San Francisco Recreation and Park Department (SFRPD) to complete project planning, including public outreach to the community and stakeholders; site analysis and preparation of environmental studies and documents for compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA); and a conceptual park plan with cost estimates for future park implementation. SFRPD is planning to develop and maintain a park on the properties at 700 and 900 Innes Avenue for public access to open space and parkland as well as recreational opportunity. The site is highly valuable for the completion of the San Francisco Bay Trail in the India Basin area and also as a segment of the 13-mile Blue Greenway Project sponsored by the Port of San Francisco. The site also holds great potential for future small boat access facilities and a connection with the San Francisco Bay Area Water Trail.

San Francisco Recreation and Park Department is in the process of acquiring the 900 Innes property from a willing seller of the property and anticipates a closing escrow in the summer of 2014. The adjacent private property owner, Build, Inc., is in discussion now with SFRPD on jointly planning open space across 700 Innes and 900 Innes. The proposed project will enable SFRPD to develop a single conceptual plan for open space and Bay Trail connectivity between India Basin Shoreline Park and India Basin Open Space. Working with the Trust for Public Land (TPL), SFRPD will use the proposed Conservancy funds to conduct public outreach activities with community and stakeholders and develop input for the conceptual parks plan. SFRPD will complete analysis of existing conditions, prepare environmental documents and develop conceptual design and cost estimates through the proposed project. In addition, SFRPD will develop an implementation strategy for the future park improvements at 900 Innes as a component of the conceptual plan. The San Francisco Bay Trail alignment, anticipated to connect through the properties, will be a prominent feature of the final conceptual park design produced through the proposed project. The implementation of the conceptual parks plan is anticipated to be similar to SFRPD’s use of San Francisco park bond funds to construct improvements at Glen Canyon following the Conservancy’s support for development of the Glen Park Master Plan by the TPL.

The project was brought to the Conservancy through the Priority Conservation Area Grant Program. As described in the Conservancy's Priority Conservation Area Grant Program staff recommendation presented at the March 27, 2014 Conservancy meeting, the Priority Conservation Area Grant Program ("PCA Grant Program") is a pilot program initiated by Metropolitan Transportation Commission ("MTC") with \$10 million in federal transportation funding (\$5 million for the North Bay and \$5 million for the East Bay, South Bay and Peninsula and \$2.5 million of Conservancy funds for the East Bay, South Bay and Peninsula). Based on the goals of Plan Bay Area and related legislation, Conservancy, MTC, and Association of Bay Area Governments ("ABAG") staff selected 13 projects for potential funding through the PCA Grant Program in the East Bay, South Bay and Peninsula. Of these, 6 projects are being recommended for Conservancy funding with state funds and 8 projects are being recommended for federal funding through the MTC (1 project is being recommended for partial funding from both the Conservancy and MTC). The projects have been selected to function as a package implementing the goals of the Conservancy, MTC, and ABAG, with a mix of public access and trail improvements, open space and agricultural land protection, and natural resource enhancement.

San Francisco Recreation and Park Department, as well as the Port of San Francisco, has secured and managed millions of dollars in funding to complete infrastructure projects benefiting public access and open space in the City and County of San Francisco. The Conservancy has provided funding for a wide range of successful projects working with SFRPD and its partners for planning, habitat enhancement, Bay Trail and other access improvements at locations including Ocean Beach, Glen Canyon Park, India Basin and Islais Creek.

PROJECT FINANCING

Coastal Conservancy (for planning)	\$500,000
San Francisco Recreation and Park Department (for planning)	\$64,780
San Francisco Recreation and Park Department (for acquisition)	\$3,000,000
Project Total	\$3,564,780

The anticipated source of Conservancy funds is the FY2012 appropriation of "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" (Proposition 84). These funds are available for San Francisco Bay Area Conservancy Program projects under Public Resources Code, Division 21, Chapter 4.5.

MTC required a 3:1 minimum match requirement for PCA funds, with Conservancy funds counting as part of the match. This minimum match requirement has been met.

Site Description: The 900 Innes property consists of 1.9 acres over 7 parcels off Innes Avenue in southeast San Francisco in the India Basin area. The site is bordered by the San Francisco Bay to the northeast, industrial facilities to the southeast and northwest, and residences to the southwest. The property is relatively flat with highest elevation at 29 feet. The majority of the site is unpaved. Four structures currently exist on the property including a partially collapsed

pier, two storage buildings and an abandoned single-family home recorded as San Francisco Historical Landmark 260 (designated by the San Francisco Board of Supervisors in 2008). Adjacent to the property, 700 Innes consists of approximately 13.6 acres of bay fill with no structures or previous development (Exhibit 1). Build, Inc., the private firm that owns the 700 Innes property, has expressed interest in an agreement with SFRPD to jointly plan open space connectivity across the property.

The Historical Landmark on 900 Innes is an 1870s-era worker's cottage known as the Hunters Point Shipwright Cottage and, though currently in a dilapidated state, provides potential for historical and cultural interpretation of the shipping industry uses of the southeast shoreline. India Basin was the heart of San Francisco's scow schooner construction and repair community through the 1930s, with yard owners and their families living and working on Innes Street and its neighboring blocks. World War I submarine chasers and World War II mine sweepers were also constructed in the yard, which is less than half a mile from the Hunters Point Naval Shipyard. Maritime use of the property continued until 1992 when an illegal dredging charge led to the bankruptcy of the last boatyard on the property. Current use for construction equipment storage as well as decades of previous use for shipbuilding and repair operations have resulted in a number of known environmental conditions on the property and surrounding areas. SFRPD has completed Phase I and II assessments for 900 Innes and will be addressing site conditions as the acquisition is finalized and future park planning moves forward. Build, Inc. has completed a Phase I assessment for 700 Innes and will be providing information on the Phase II assessment as it is completed.

The Innes properties are of particular interest for closing the final gap in the San Francisco Bay Trail around India Basin and for connecting two existing shoreline parks, India Basin Shoreline and India Basin Shoreline Open Space (Exhibit 2). The site has scenic views, waterfront access and potential for natural resources and wildlife habitat restoration as well as water trail, recreation and open space opportunity for neighborhood residents and visitors to the Bay Area. Other nearby area parks and open spaces include Heron's Head Park, Hilltop Park and Adam Rogers Park. The area is accessible by public bus route number 19 with a stop at Innes Avenue and Griffith Street and is within a mile of Highways 280 and 101.

Project History: Innes Avenue and neighboring areas have been included for planning purposes in the Bayview Hunters Point Area Plan and the India Basin Shoreline SubArea Plan, in addition to the San Francisco Bay Trail Plan and the Port of San Francisco's 13-mile Blue Greenway Plan through the area of SFRPD between AT&T Park and Candlestick Park.

The last boat repair yard at 900 Innes closed in 1995 and blight and homeless encampments became an issue on the property. Local community members formed Friends of India Basin as a parks advocacy group in 1996. Jill Fox and other community members advocated for the City and County of San Francisco to purchase 900 Innes as an addition to the adjacent India Basin Shoreline Park. SFRPD listed 900 Innes on its roster of potential sites for acquisition in the late 1990s. The property changed ownerships a number of times from that time to the present. The site has been used for heavy equipment storage since approximately 2001. The passage of Proposition C created the SFRPD Open Space Acquisition Fund in 2000 and the annual set-aside for open space from this property tax levy began to accumulate through the decade. In 2011,

SFRPD began to work on evaluation of 900 Innes for potential acquisition, including studies of site conditions related to historical uses of the property. The most recent owner, Tenderloin Housing, Inc., listed the property for sale in January 2013. Since that time, SFRPD and San Francisco's Real Estate Division have been developing the potential acquisition. SFRPD anticipates close of escrow in the summer of 2014.

SFRPD has developed a funding strategy including potential use of City Open Space acquisition funds, Environmental Protection Agency funds, and Department of Toxic Substances Control brownfield funds to acquire the property, address site conditions and leverage the proposed planning grant funds. As mentioned in the previous section, Build, Inc., the private developer that owns 700 Innes, is also in discussions with SFRPD on an agreement to enable trail connectivity, habitat restoration and open space access across 700 Innes in addition to 900 Innes. There is potential for a possible future open space area donation at 700 Innes through this collaborative effort with the project partners.

The project has support from a wide variety of community interests, park constituents, and elected representatives including Mayor Ed Lee, The Trust for Public Land and San Francisco Parks Alliance. Project letters are attached as Exhibit 3.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed project is consistent with Chapter 4.5 (Sections 31160-31165) of Division 21 of the Public Resources Code regarding San Francisco Bay Area projects. The project is located in the County of San Francisco, one of the nine San Francisco Bay Area counties, consistent with Section 31162.

Under Section 31162(a), the Conservancy may award grants that will "improve public access to, within, and around the bay, coast, ridgetops, and urban open spaces, consistent with the rights of private property owners, and without having a significant adverse impact on agricultural operations and environmentally sensitive areas and wildlife, including wetlands and other wildlife habitats through completion . . . of regional bay, coast, water, and ridge trail systems . . . which are part of a regional trail system and are consistent with locally and regionally adopted master plans and general plans." Consistent with Section 31162(a), the proposed project will enable a local government to plan for improved public access for recreation and future construction of a regional trail, the San Francisco Bay Trail. The conceptual plan will seek to develop a public access plan that avoids significant adverse effects on environmentally sensitive areas or wildlife. Pursuant to Section 31162(d) of the Public Resources Code, which authorizes projects that promote assist and enhance open space and natural areas that are accessible to urban populations for recreational and educational purposes, the project will provide plans to enhance open space and a natural area, the San Francisco Bay shoreline, which is accessible to the urban population of the San Francisco Bay Area for recreational and education purposes.

The proposed project also satisfies each of the five criteria for determining project priority under Section 31163(c) in the following respects: (1) the project is consistent with the draft San Francisco Recreation and Open Space Element of the General Plan of the City and County of San Francisco (adoption anticipated March 2014), the India Basin Shoreline Subarea Plan (2009), the San Francisco Bay Trail Plan (1989), and the Port of San Francisco's Blue Greenway Plan; (2) the

project serves a regional constituency because it enhances the San Francisco Bay waterfront and will draw both local residents and visitors from throughout the Bay Area; (3) the project will be implemented in a timely manner; (4) the project provides the opportunity for SFRPD to obtain funds for the area that could be lost if the project is not quickly implemented; (5) the proposed project will use matching funds from the grantee.

The proposed project is also consistent with Section 31111, which authorizes the funding of plans to achieve the purposes of the Conservancy's enabling legislation.

CONSISTENCY WITH CONSERVANCY'S 2007 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):

Consistent with **Goal 3, Objective A**, the project will develop a waterfront revitalization plan for a property on waterfront in San Francisco; and,

Consistent with **Goal 12, Objective A**, the project will develop a plan for recreational facilities on a currently inaccessible shoreline property in India Basin; and

Consistent with **Goal 12, Objective D**, the plan will develop a plan for an approximately 792-foot segment of the San Francisco Bay Trail connecting two existing links of the trail on either side of the proposed project.

CONSISTENCY WITH THE SAN FRANCISCO BAY PLAN:

The proposed project is consistent with the applicable Public Access Policies contained in Part IV, Development of the Bay and Shoreline: Findings and Policies, of the San Francisco Bay Plan amended by the San Francisco Bay Conservation and Development Commission (BCDC) in October 2011.

Public Access Policy No. 9 states:

Access to and along the waterfront should be provided by walkways, trails or other appropriate means and connect to the nearest public thoroughfare where convenient parking or public transportation may be available. Diverse and interesting public access experiences should be provided which would encourage users to remain in the designated access areas to avoid or minimize potential adverse effects on wildlife and their habitat.

Consistent with Public Access Policy No. 9, the proposed project will provide a walkway along the San Francisco Bay waterfront, and will provide a diverse and interesting public access experience, a shoreline trail adjacent to existing parks, that will encourage users to remain in designated public access areas in order to minimize adverse effects on wildlife and their habitat. The proposed project is for planning only and poses no potential adverse effects on wildlife and their habitat. Trail and park plans developed through the proposed project will be designed to minimize potential adverse effects on wildlife and their habitat.

Public Access Policy No. 11 states:

Federal, state, regional and local jurisdictions, special districts and the Commission [BCDC] should cooperate to provide appropriately sited, designed and managed public access, especially to link the entire series of shoreline parks, regional trail systems (such

as the San Francisco Bay Trail) and existing public access areas to the extent feasible without additional Bay filling and without significant adverse effects on Bay natural resources. ****

Closing gaps between existing public access areas is a high priority for BCDC and the Conservancy. The proposed project is consistent with this policy because it will design a link of the San Francisco Bay Trail to close a gap in this regional trail and connect two existing parks in the India Basin area of San Francisco Bay.

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES:

The proposed projects are consistent with the Conservancy's Project Selection Criteria and Guidelines adopted November 10, 2011 in the following respects:

Required Criteria

- 1. Promotion of the Conservancy's statutory programs and purposes:** See "Consistency with Conservancy's Enabling Legislation" section above.
- 2. Consistency with purposes of funding source:** See the "Project Financing" section above.
- 3. Support from the public:** SFRPD has worked closely with the San Francisco Bay Trail Project, the Port of San Francisco and many citizens groups to make improvements to the Bay Trail and the proposed project has strong support. See Exhibit 3 for project letters.
- 4. Location:** The project is located on the southeastern shore of San Francisco Bay in the City and County of San Francisco and is within the nine-county San Francisco Bay Area Conservancy Program area.
- 5. Need:** Conservancy funds are needed to allow SFRPD to complete a conceptual plan in a timely fashion with significant community involvement, allowing SFRPD to proceed with implementation using other funding sources.
- 6. Greater-than-local interest:** The proposed project will provide a plan for improved access to the San Francisco Bay by designing the final gap in the San Francisco Bay Trail in a highly urban area at India Basin. The future trail and park will better serve local residents as well as San Francisco area residents and visitors to the Bay Area. The location is highly accessible to the public via major highways, bus routes and pedestrian and bicycle routes.
- 7. Sea level rise vulnerability:** The proposed project will produce a park conceptual plan including studies related to a future shoreline trail. As such, the proposed project will consider sea level rise as a site condition to be addressed in the park conceptual plan and future trail designs. The 900 Innes property has an average elevation of approximately 27 feet above mean sea level and a portion of the property is submerged in San Francisco Bay. At the time the parcels were mapped, filling in the San Francisco Bay to increase buildable land was a common practice. Association of Bay Area Government shoreline vulnerability maps suggest the majority of the property will remain above projected inundation at 16

inches (1.3 feet) and 55 inches (4.6 feet) of sea level rise, however, the lowest area of the property will become increasingly submerged.

Additional Criteria

- 8. Resolution of more than one issue:** The conceptual plan developed through the proposed project will address the protection of shoreline natural resources, improve public access in a previously unavailable area on the shoreline, and expand the shoreline trail network.
- 9. Leverage:** See the “Project Financing” section above.
- 10. Conflict resolution:** The project will address environmental concerns related to historic use of the property and provide public access to a site previous unavailable to the public. The resulting conceptual plan will eliminate the environmental hazard and close a gap in trail access between existing segments of Bay Trail and two parks to complete access around the Bay at India Basin.
- 11. Readiness:** SFRPD is ready to complete the proposed project, and has identified funding to support completion of the project.
- 12. Realization of prior Conservancy goals:** The Conservancy is a primary funder of the San Francisco Bay Trail and has contributed to a number of San Francisco waterfront enhancement projects for park and regional trails including planning, design and implementation.
- 13. Cooperation:** Numerous San Francisco departments, including SFRPD and the Port of San Francisco, will engage in the conceptual plan development process and involve the participation of Bay Trail and India Basin area park users, interested organizations and neighbors.
- 14. Minimization of Greenhouse Gas Emissions:** The proposed project will produce a conceptual plan for shoreline improvements that will close a gap in the Bay Trail at India Basin, improve visitor and local non-vehicular access to existing parks, and provide scenic, walkable connections to area neighborhoods and transit hubs. This type of planning may alleviate the need for local vehicle trips and reduce vehicle miles traveled and greenhouse gas emissions from transportation. The conceptual plan will incorporate measures to avoid or minimize greenhouse gas emissions to the extent feasible and consistent with the project objectives.

COMPLIANCE WITH CEQA:

The proposed master planning project is statutorily and categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under two sections of 14 Cal. Code of Regulations. The proposed conceptual planning activities are statutorily exempt pursuant to Section 15262 in that they will involve feasibility and planning analysis for possible future action that has not yet been adopted, approved or funded and they will include consideration of environmental factors. The conceptual planning activities are likewise categorically exempt under Section 15306 to the extent that they involve basic data collection and resource evaluation activities. Staff will file a Notice of Exemption upon approval of the project.