



City of San Leandro

Meeting Date: September 8, 2020

Staff Report

File Number: 20-369 **Agenda Section:** CONSENT CALENDAR

Agenda Number: 8.G.

TO: City Council

FROM: Jeff Kay
City Manager

BY: Debbie Pollart
Public Works Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution to Accept an \$8,700 grant from the American Association of Retired People for a Virtual Design Charrette of a Proposed Community Garden by Bancroft Middle School and Appropriation Approval of Grant Funds to Account 150-18-102-5890

SUMMARY AND RECOMMENDATIONS

Staff recommends the City Council accept grant funds in the amount of \$8,700 from the American Association of Retired People (AARP) for a virtual design charrette, anticipated to take place in fall 2020 for a proposed community garden by Bancroft Middle School. Staff also recommends City Council approval of appropriating grant funds to operating expenditure account 150-18-102-5890. The grant is effective August 20, 2020 to December 18, 2020.

BACKGROUND AND ANALYSIS

In August of this year, the American Association of Retired People (AARP) awarded a grant of \$8,700 for the above-referenced project. The design charrette is proposed in partnership with the San Leandro Unified School District, Friends of San Leandro Creek, Sonora Te Land Trust, StopWaste, and the David R. Brower - Ronald V. Dellums Institute for Sustainable Policy Studies and Action. Situated at the north end of Bancroft Middle School with access to the San Leandro Creek, the San Leandro Unified School District-owned property is part of the East Bay Greenway and is an opportunity to create outdoor education and public access.

The design charrette will bring together intergenerational teams of students, teachers, residents, elders, and community groups to generate ideas for the proposed garden and educational lab space. Long-term project benefits include improved accessibility and hands-on experiences for students and community members to engage in watershed ecology, gardening, and indigenous history; greater access to urban agriculture and local food production; and community-driven planning and decision making.

Fiscal Impacts and Budget Authority

This project will be paid for with grant funds of \$8,700 for the hosting of a virtual design charrette with community partners (revenue account 150-3643). Budget authority, if City Council approves appropriation, shall be captured in operating account 150-18-102-5890. As part of this project, Public Works staff will provide in-kind labor for grant administration and project management. No additional City funds or allocations for proposed staff work are required or anticipated for the project.

ATTACHMENT(S)

Attachment(s) to Related Legislative File

AARP Design Charrette Grant

PREPARED BY: Hoi-Fei Mok, Sustainability Manager, Public Works

[AARP Grant Details](#)

Project Summary:

Please provide a summary of your project in 2,000 characters or less.

The City of San Leandro proposes a design charrette for a community garden and outdoor education lab space at Bancroft Middle School adjacent to San Leandro Creek. Numerous community organizations are interested in establishing this public space for gardening, education, and nature, including the San Leandro Unified School District (SLUSD); Friends of the San Leandro Creek (FSLC); Sogorea Te Land Trust (STLT), a local Native American land rematriation group; and the David R. Brower- Ronald V. Dellums Institute for Sustainable Policy Studies and Action (BDISPSA). The site is part of the 'San Leandro Creek Greenway' (coursing through the cities of San Leandro and Oakland) and will provide an opportunity to connect the two cities while increasing active transportation and public access.

Teachers at Bancroft have long led science classes through this space and down an unpaved path to access the creek. Having an outdoor education lab will improve accessibility and hands-on experiences for students and community members to engage in watershed ecology, gardening, and indigenous history. This lab will create a spacelab for FSLC and STLT to hold educational public tours for residents. As a community garden, this site will open up greater access to urban agriculture and local food production.

Historically, teachers and students interested in utilizing the space for garden education were unable to connect with other community groups to move the project forward. With the help of the AARP grant, this collaboration of partners can ensure that everyone who wants to participate will have a voice in the design charrette on garden components and benefits.

Project Livability Improvement Statement:

Please specify in 350 characters or less the social impact this grant will bring to the community, especially to individuals aged 50-plus.

With this design charrette, the project team will engage students, residents, elders, and community groups on the creation of a public space for gardening, education, and exploring the San Leandro Creek ecosystem. Current access is limited by private property rights, steep terrain and stairway-only access. Site plans will be fully ADA-compliant.

Project Deliverables:

Please specify the individual deliverables. Provide as much detail as you can about any physical structures (such as benches, lighting, signage, etc.), dates, addresses and communications within 300 characters for each deliverable. See examples in Attachment D.

1. The project team will hold a design charrette for the community garden space and outdoor education lab by the San Leandro Creek at Bancroft Middle School during November 2020.
2. During this event, participants will break into intergenerational teams to develop design ideas for the garden and education lab space, and integrate benefits for all community partners.
3. The event will be virtual and be completed by December 18, 2020.
4. All promotional materials (such as newsletters, press releases) will include a statement about funding support from AARP.
5. Event signage will include AARP branding and language.
6. The project team will send an After-Action Report with visuals (photos and/or video) to AARP national office by January 31, 2021.

Please complete each section with 2,000 characters or fewer (excluding Question 27)

21. Livable Communities Activities. Please provide a brief summary of the ongoing efforts to make this community more livable for all ages and share how the Community Challenge project will support that effort and have a lasting impact.

The long term goal of this project is to build a community garden and outdoor education lab at Bancroft Middle School, which is adjacent to San Leandro Creek. This public space will benefit students with safe access to the creek, demonstrate growing food, native plant selection and learn about watershed ecosystems and local indigenous history. Having a space for hands-on activities such as planting, creek sampling, and food harvesting is paramount to re-establishing a connection to nature and the outdoors. Bancroft Middle, Washington Elementary, Roosevelt Elementary, and San Leandro High schools are all within walking distance to this site, enabling student projects and lessons. Several partners have ongoing projects with STLT, and the education lab will enhance the public's awareness of local Ohlone culture and history. The garden itself can highlight native plant species that were traditional foods for the Ohlone people. In addition to student groups, the garden and education space will be accessible to members of the public interested in learning about the Ohlone and the creek. FSLC can use this as a site for ongoing naturalist education. Public access is an integral part of the CalTrans-funded San Leandro Creek Master Plan and this garden space is one location along the San Leandro Creek Greenway connecting the cities of San Leandro and Oakland, enhancing pedestrian and biking mobility. Phase 1, the first mile of the Greenway, is funded by the California Natural Resources Agency and will be completed in 2021. Adjacent to the Bancroft parcel is a multi-use crosswalk at Bancroft/Haas Avenues, that supports greater accessibility and active transportation.

22. Community engagement. Please describe how residents and local organizations have been engaged in the area's livable communities activities to date. How will you engage the community and involve older adults in the process as you execute this grant?

SLUSD is currently the property owner of the parcel where the garden and outdoor lab would be. Many Bancroft Middle teachers have expressed interest in using the space for community gardening and ecosystem education. Science teachers have brought classes down to the creek

before, but an outdoor lab and formal path would facilitate safe access and reduce travel time. Both teachers and students will be involved as key design charrette participants and the event will be held at the middle school to encourage more participation.

StopWaste, a local waste reduction agency, has been working with teachers and student clubs on composting programs and carbon drawdown strategies such as biochar. On this project, StopWaste will be the main design charrette organizers and facilitators.

FSLC has convened many residential groups for tours and presentations about the creek and has connected regional partners for the creation of the greenway. Both FSLC and the City have robust relationships with the Senior Community Center and homeowner associations that can be leveraged for the charrette. Elders will be an integral part of the intergenerational design teams in the charrette to ensure that youth are engaging with elders in each space. In addition, the City Senior Commission, Human Services Commission and Youth Advisory Commission will be activated in the promotion of the design charrette.

STLT is active in the region doing land restoration and creation of cultural spaces, including along the San Leandro greenway that this garden parcel is a part of. Their input in the design charrette will provide a unique perspective on integrating indigenous history and culture.

BDISPSA has been a lead consultant for Phase 1 of the San Leandro Creek Greenway. Many of the staff and volunteers are ages 50-70+ (as are FSLC's leadership and board members).

Role of Volunteers. Please describe how residents and local organizations have been engaged in the area's livable communities activities to date. How will you engage the community and involve older adults in the process as you execute this grant?

a. Do you anticipate volunteers age 50 and older playing a role in the implementation of the Community Challenge project?

Yes X

No

b. Please describe the role that volunteers (particularly those 50+) will play in implementing the Community Challenge project.

Volunteers will be needed for outreach and promotion about the design charrette. Community members will be encouraged to bring out their friends and family members. This is integral to making the design charrette participation representative of the entire San Leandro and East Oakland community. The elders from the Oakland Phase 1 portion will engage Oakland High School student ambassadors and residents to help plan, conduct, share and analyze the design charrette. Since it is a low income community, all will be compensated with stipends.

Intergenerational design teams with elders and youth partnered together will help with better cross-pollination of ideas and values. The emeritus Chair of the Merritt College Environmental Management and Technology Program will lead younger volunteers to reach out to former students who live along San Leandro Creek near the proposed outdoor education site. Millennials will help with putting information about the project online.

One benefit will be a discussion of providing safe vegetation along the creek corridor has been a contentious issue between those agencies responsible for large over-mature trees which are hazards to the residents and those residents who appreciate the forested views. Safer, ecologically helpful native trees can be planted in place of the Eucalyptus to create a win-win scenario. Elders will also be recruited to promote native planting along the creek in the future.

Metrics. Fill in the table with the estimated metrics you will be able to capture over the course of this grant activity and beyond, and include goals for each metric. For example: number of people served, number of certifications issued, structures achieving ADA-compliance, etc.

1. Number of participants: 50
2. Number of community partners engaged: 5
3. Number of designs created: *One large integrated design with garden, teaching, trial, storage, safety signage, furniture, indoor space elements*
4. Diversity of participants
5. ADA compliance will be accommodated by use of a service entrance at the site; all others will walk or bicycle in (in order to minimize auto traffic in a residential neighborhood).

Matching Funds and In-Kind Support. Matching funds are not required. However, please detail any matching funds or in-kind support the organization will receive to contribute toward this project.

- City - general outreach/publicity to stakeholders, report writing, and materials printing
- StopWaste - day-of charrette facilitation, San Leandro student coordination
- San Leandro School District - site host and teacher coordination
- Sogorea Te Land Trust - charrette participants
- BDISPA - support in charrette design
- Friends of the San Leandro Creek - photography/videography

Project Budget. Please specify what expenses will be covered by the grant. Itemize anticipated expenses and income (if any) for this proposal. Include in-kind services, such as donated materials and/or labor. Add explanations if necessary

- *Stipends for low income volunteers from Oakland and STLT \$5,000*
- *Graphic materials (50% donated by East Bay Depot for Re-use) \$100*
- *Volunteer Coordinators for San Leandro and Oakland students \$2,500*
- *Final report graphics \$500*
- *Event food \$500*
- *Promotion costs for social media push \$100*
- *Printing for flyers and design results booklet (in-kind from City)*
- *Videographer (in-kind from Friends of San Leandro Creek senior couple?)*

How will you use AARP branding?

We will include the AARP logo into all of the event promotional materials.

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and City of San Leandro, a California charter city located at 14200 Chapman Road, San Leandro, CA, 94578 (“Organization”). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

AARP Grant Terms and Conditions. AARP shall provide Organization with grant funding of \$8,700.00 (“Grant Funds”) for the purpose of engaging students, elders, other residents and community groups on the creation of a public space for gardening, education, and exploring the San Leandro Creek ecosystem to enhance social engagement and interaction (“Goal”). Organization will perform the activities described herein between August 20, 2020 and December 18, 2020 (“Grant Period”). The Organization will perform the Grant Activities at or near the following location: Bancroft Middle School, 2200 Bancroft Ave, San Leandro, CA 94577. Payment shall be provided according the schedule herein, and subject to the following terms and conditions:

- a. *Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below.
 - i. AARP will provide a one-time payment of **\$8,700.00**
- b. *Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities and achieve the following deliverables (collectively “Grant Activities”):
 - i. Organization will hold a design charrette for the community garden space and outdoor education lab by the San Leandro Creek at Bancroft Middle School.
 - ii. Organization will form Intergenerational teams to develop design ideas for the garden and education lab space during the first month of the Grant Period.
 - iii. The event will be held at Bancroft Middle School and be completed by December 18, 2020.
 - iv. Organization agrees that all Grant activities shall be conducted in accordance with applicable CDC, state and local health regulations.
 - v. Organization agrees to create a documented approach for social distancing for all in-person Grant components.
 - vi. Organization will include AARP provided and approved branding and language that indicates AARP’s support for the Challenge project as applicable:
 - 1.b.vi.1 Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP
 - 1.b.vi.2 Permanent Structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP

1.b.vi.3 Printed, Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP
vii. Project(s) will be complete by December 18, 2020.

- c. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within thirty (30) days of the expiration of the grant period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period. Organization will submit After Action Report with visuals (photos and/or video) to AARP national office by January 31, 2021.
- d. *Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.
2. **Permissible Use of Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.
3. **Term and Termination.** The effective date of this Agreement shall be the date of execution, and the Agreement shall automatically terminate on January 31, 2021. The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.
4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.

6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.
7. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
8. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.
9. **Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
10. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third

party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.

- 11. Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.
- 12. Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
- 13. Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP
Jean Setzfand
SVP, Programs
601 E Street, NW, WDC 20049
California, 94578

Organization
Hoi-Fei Mok
Sustainability Manager
14200 Chapman Road, n/a, San Leandro,
5106723108
hfmok@sanleandro.org

ACCEPTED AND AGREED TO BY:

AARP

City of San Leandro

By: _____

By:  _____

Printed Name: Jean Setzfand

Printed Name: _Hoi-Fei Mok_____

Title: Senior Vice President, Programs

Date: _____

Title: __Sustainability Manager _____

Date: _8/7/20_____



City of San Leandro

Meeting Date: September 8, 2020

Resolution - Council

File Number: 20-368

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Jeff Kay
City Manager

BY: Debbie Pollart
Public Works Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council to Accept Grant Funds of \$8,700 from the American Association of Retired People for the Virtual Design Charrette of a Proposed Community Garden by Bancroft Middle School and Appropriation Approval of Grant Funds to Account 150-18-102-5890

WHEREAS, the American Association of Retired People (AARP) is a network supporting Americans ages 65 and older; and

WHEREAS, the AARP Livable Communities Initiative supports the efforts of neighborhoods, towns, cities, and rural areas to be great places for people of all ages, and that communities should provide access to needed services; and

WHEREAS, the AARP Community Challenge under the Livable Communities Initiative provides quick-action grants to help communities become more livable for people of all ages through improvement of housing, transportation, public space, technology, and civic engagement; and

WHEREAS, on August 20, 2020, AARP announced the grantees of the 2020 AARP Community Challenge, including the City of San Leandro for the virtual design charrette for a proposed community garden and outdoor education lab space at Bancroft Middle School adjacent to San Leandro Creek.

NOW, THEREFORE, the City of San Leandro City Council RESOLVES that:

1. The City Council accepts the award of \$8,700 in grant funding (revenue account 150-3643) from AARP for the project.
2. The City Council approves appropriation of grant funds in account 150-18-102-5890.

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 AARP and as may be necessary to fulfill the terms of the grant agreement.