

Board Office Use: Legislative File Info.	
File ID Number	20-2261
Introduction Date	11/12/2020
Enactment Number	20-1676
Enactment Date	11/12/2020 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Curtiss Sarikey, Chief of Staff
Tadashi Nakadegawa, Interim Deputy Chief of Facilities
Michelle Oppen, Health and Wellness Coordinator

Meeting Date November 12, 2020

Subject First Amendment to Donation Agreement Between Trust for Public Land, Green Schoolyards America, and the Oakland Unified School District

Action Approve First Amendment to Donation Agreement Between Trust for Public Land, Green Schoolyards America, and the Oakland Unified School District

Background & Discussion The Trust for Public Land (“TPL”) and Green Schoolyards America (“GSA”) entered into a Donation Agreement with the Oakland Unified School District (“OUSD”) to construct living schoolyards on OUSD campuses, which was approved by the OUSD Board of Education on May 23, 2018.

The parties now desire to amend the Donation Agreement to include updates, clarifications and additional commitments, including (but not limited to):

1. New section
 - a. Guidelines and Standards for Living Schoolyards in Oakland: detailing the process, deliverable, and commitments from both parties for creating a Guidelines and Standards document.
2. Amended Sections:
 - a. Recital B: Clarification of initial sites to include ICS-TCN, Melrose Leadership Academy, and Markham Elementary, and a list of additional sites that TPL will develop if funding becomes available.
 - b. Section 9 – Design and Construction: Clarification of the process and timeline by which OUSD will approve the plans and specifications for living schoolyards.
 - c. Section 23 – Program Promotion: Clarification that OUSD commits, in good faith, to opening certain sites for community use after school hours. Stewardship and maintenance of these sites will be shared by OUSD and a contractor hired by TPL.
 - d. Section 27 – Living Schoolyard Maintenance and Section 28 – Living Schoolyard Maintenance of Initial Sites: Addition of TPL committing up to

\$300,000 as a gift in place over three to five years to assist OUSD in the maintenance of certain sites as mutually agreed upon.

Fiscal Impact Financial benefit of at least \$800,000 through in kind services, improvements, and reimbursements. Imposes some maintenance costs on the District, although such costs are intended to be reimbursed by TPL.

Attachment First Amendment to Donation Agreement Between Trust for Public Land, Green Schoolyards America, and the Oakland Unified School District

FIRST AMENDMENT TO
DONATION AGREEMENT

THIS FIRST AMENDMENT TO DONATION AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION OF LIVING SCHOOLYARDS ON OAKLAND UNIFIED SCHOOL DISTRICT CAMPUSES (this "**Amendment**") is made and entered into as of this ____ day of November, 2020, by and between The Trust for Public Land ("**TPL**"), a California non-profit public benefit corporation, Green Schoolyards America ("**GSA**"), a fiscally sponsored project of Earth Island Institute, a California non-profit public benefit corporation, and Oakland Unified School District ("**OUSD**"), a California public school district (collectively the "**Parties**" and each a "**Party**"), with reference to the following recitals of fact:

RECITALS

A. The Parties entered into that certain Donation Agreement to construct living schoolyards on OUSD campuses dated as of December 7, 2017 ("**Donation Agreement**"), which was approved by the OUSD Board of Education on May 23, 2018.

B. Since signing the Donation Agreement, the Parties have worked together to fulfill the commitments in the Donation Agreement; and have advanced the design and construction of Living Schoolyards at three sites (Melrose Leadership Academy, Markham Elementary School, International Community School/Think College Now), as well as the concept plan and masterplan for two sites (Ralph J. Bunche High School and Emiliano Zapata Street Academy School). The Parties have also proposed Board Policy BP 7110.1 Development of Living Schoolyards (the "**Policy**") which was approved by the OUSD Board of Education in February 2019. The Policy outlines OUSD's vision to transform asphalt covered school grounds into living schoolyards ("**Living Schoolyards**") that promote children's health and well-being, and create green and ecologically rich community parks that connect children and their neighborhoods to the natural world outside their classroom door, every day. The policy also provides a roadmap for implementing this plan, to create a successful transition to build living schoolyards in all OUSD schools.

C. Since 2017, TPL has raised over \$4 million for the initiative to continue constructing and advocating for Living Schoolyards at OUSD campuses, as well as assisting OUSD in including Living Schoolyards in the Facilities Master Plan and developing design standards and maintenance protocols for Living Schoolyards. The Parties continue to raise funds to advance the Initiative.

D. In June 2020 TPL submitted a \$1,101,400 State Urban Greening Grant to create a Living Schoolyard at Bridges Academy at Melrose adding that school as a prospective site. The concept design used for the grant application was developed with that school and approved by Facilities.

E. The Parties now desire to amend the Donation Agreement to include updates, clarifications and additional commitments pertaining to advocating for and constructing Living Schoolyards on OUSD campuses (the "**Program**").

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Donation Agreement is amended as follows:

AGREEMENT

1. New Section(s). The following Section is added to the Agreement upon execution of this Amendment:

31. Guidelines and Standards for Living Schoolyards in Oakland. The OUSD Board of Education adopted Board Policy BP 7110.1 Development of Living Schoolyards, which outlines the vision and implementation plan for Living Schoolyards at OUSD, and directs OUSD to develop Living Schoolyards Guidelines and Standards. TPL will lead the development of proposed Guidelines and Standards. TPL, with input from OUSD's Health and Wellness and Facilities staff, selected and hired a consultant to assist with the development of the Guidelines and Standards. OUSD commits to participating in the process to create the proposed Guidelines and Standards for Living Schoolyards in Oakland, and agrees to designate OUSD leadership and staff to participate in up to four workshops and two short interviews or focus groups, and give feedback that gets incorporated into the proposed Guidelines and Standards for Living Schoolyards in Oakland document. Staff from at least the following departments will participate: Office of the Superintendent, Facilities, Buildings and Grounds, Custodial Services, Risk Management, Community Engagement, and Health and Wellness. Additionally, when the proposal Guidelines and Standards for Living Schoolyards in Oakland document is finalized, the Superintendent will consider incorporating the proposed Guidelines and Standards as part of the Administrative Regulations to Board Policy BP 7110.1 Development of Living Schoolyards; the decision to incorporate the proposed Guidelines and Standards as part of the Administrative Regulations to Board Policy BP 7110.1 Development of Living Schoolyards shall not be unreasonably withheld. The value of the developing the proposed Guidelines and Standards for Living Schoolyards in Oakland is approximately \$200,000, and will be an in kind donation to OUSD from TPL. (EXHIBIT A)

2. Amended and Restated Section(s). The following portions of the Agreement are amended and restated in their entirety as follows upon execution of this Amendment: Recital B, and Sections 9, 23, 27, and 28. For ease of reference, in each case the original language, marked "(ORIGINAL)", of amended and restated portion of the Agreement precedes the new language, marked "(AMENDMENT)". Upon execution of this Amendment the AMENDMENTS will replace the respective ORIGINALS in their entirety:

Recital B. (ORIGINAL). Whereas, TPL entered into Grant Agreement 17-032 with the State Coastal Conservancy, which provides Prop 1 funding to implement living schoolyards pilot projects in the following five campuses: Melrose Leadership Academy, Markham Elementary School, International Community School/Think College Now, Ralph J. Bunche High School and Emiliano Zapata Street Academy School. For the purposes of this agreement these sites are collectively referred to as "**Initial Sites**". Grant Agreement 17-032 requires TPL to maintain the pilot projects at the Initial Sites for twenty years, which maintenance responsibility OUSD has agreed to fulfill (see Sections 27 and 28 below).

Recital B. (AMENDMENT). Whereas, TPL entered into Grant Agreement 17-032 with the State Coastal Conservancy, which provides Prop 1 funding to implement living schoolyards pilot projects in the following five campuses: Melrose Leadership Academy, Markham Elementary School, International Community School/Think College Now, Ralph J. Bunche High School and Emiliano Zapata Street Academy School. Thereafter, Grant Agreement 17-032 was amended twice: Amendment 1 (September 12, 2019) increased the

amount of this Agreement to \$650,900 and Amendment 2 (June 19, 2020) reduced the number of schools included in the project from five to three. Ralph J. Bunche High School and Emiliano Zapata Street Academy School were omitted from work funded by Grant Agreement 17-032 with the State Coastal Conservancy because OUSD instructed TPL to pause these projects. (EXHIBIT B) Moreover, TPL was awarded a State Urban Greening Grant for \$1,186,977 to increase the scope of the International Community School/Think College Now project (EXHIBIT C). In addition, TPL submitted a \$1,101,400 State Urban Greening Grant to create a Living Schoolyard at Bridges Academy at Melrose in July, 2020.

For the purposes of this Amendment, Melrose Leadership Academy, Markham Elementary, and International Community School/Think College Now are collectively referred to as “**Initial Sites**”. In addition to the “Initial Sites” TPL is pursuing funding for additional living schoolyards projects, including at Ralph J. Bunche High School, Emiliano Zapata Street Academy School and Bridges Academy at Melrose. With OUSD’s approval, TPL submitted an application for a State Urban Greening Grant to fund a living schoolyard renovation at Bridges Academy at Melrose, and will move forward with the project if the grant is awarded. TPL will move forward with Ralph J. Bunche High School and Emiliano Zapata Street Academy School if additional funding can be raised by TPL for these sites and also if OUSD gives TPL direction to proceed.

Grant Agreement 17-032 with the Coastal Conservancy requires TPL to maintain the pilot projects at the Initial Sites for twenty years, which maintenance responsibility OUSD has agreed to fulfill (see Sections 27 and 28 below). The State Urban Greening Grants, awarded by the California Natural Resources Agency, specify the term of land tenure as twenty five years from date of project completion as evidenced by a project certification form, which maintenance responsibility OUSD has agreed to fulfill (see Section 27 and 28 below).

Section 9. (ORIGINAL) Design and Construction Documents. TPL shall secure and pay for the services of landscape architects, and engineers, if necessary, who will convert the conceptual design for each living schoolyard into detailed plans and specifications (“**Plans and Specifications**”) for construction. The Plans and Specifications for each living schoolyard shall be subject to the approval of OUSD, provided that such approval shall not be unreasonably withheld. OUSD shall use its best efforts to approve or reject such Plans and Specifications within 30 days after their submission. OUSD shall provide TPL and the design team with specific and detailed explanations of any rejection, and shall work with the design team to resolve design flaws or problems on an expedited basis. Where practicable, the design team will use standard specifications for design components that have been approved in advance by OUSD, and will incorporate OUSD design standards into such specifications. Plans and Specifications for specific projects may also require the approval of the Division of the State Architect (“DSA”). Such approvals shall be in addition to the approval of OUSD. TPL, at its sole cost and expense, shall be responsible for ensuring that Plans and Specifications are properly approved by DSA prior to commencement of work.

Section 9. (AMENDMENT) Design and Construction Documents. TPL shall secure and pay for the services of landscape architects, and engineers, if necessary, who will convert the conceptual design for each living schoolyard into detailed plans and specifications (“**Plans and Specifications**”) for construction. The Plans and Specifications for each living schoolyard shall be subject to the approval of OUSD, per the following process:

- a. TPL will send drawings electronically to OUSD (together with one hard copy) to review at the following milestones: concept design, 50% construction documents, and 100% construction documents.
- b. Facilities Project Manager, who has been assigned by the Deputy Chief of Facilities Planning and Management, will be the point of contact to receive submittals and coordinate the OUSD team internally for approvals and/or rejection with comments on how to achieve approvals.
- c. OUSD shall approve or reject and provide comments on the Plans and Specifications within 30 days after their submission. The approval or rejection with comments must be submitted in writing, and if requested, OUSD and TPL will meet to review the comments. OUSD shall provide TPL and the design team with specific and detailed explanations of any rejection, and shall work with the design team to resolve design flaws or problems on an expedited basis. If OUSD does not approve or reject nor provide comments on the Plans and Specifications within 30 days, TPL will move forward with the design as submitted, with OUSD deemed to have accepted the Plans and Specifications.
- d. Plans and Specifications for specific projects may also require the approval of the Division of the State Architect (“**DSA**”). Such approvals shall be in addition to the approval of OUSD. TPL, at its sole cost and expense, shall be responsible for submitting the Plans and Specifications on behalf of OUSD and ensuring that Plans and Specifications are properly approved by DSA prior to commencement of work.
- e. Facilities Project Manager will also assist TPL with getting as-built drawings and records, setting up review meetings as needed, coordinating site meetings as needed, including, but not limited to, project initiation meetings, meetings with Buildings and Grounds staff about existing site conditions, and punch list meetings.

Section 23. (ORIGINAL) Program Promotion. OUSD agrees that OUSD staff will actively participate in the program in ways that will promote its success, which may include attending press conferences and other publicity events associated with the program, communicating with government officials regarding the program, and working to achieve the success of the program at each school. To the fullest extent possible the OUSD intends that those schools which participate in the green schoolyards program will also participate in the OUSD’s Joint Use Agreement with the City of Oakland, whereby school’s outdoor facilities are made available for community use beyond school hours.

Section 23. (AMENDMENT) Program Promotion. OUSD agrees that OUSD staff will actively participate in the program in ways that will promote its success, which may include attending press conferences and other publicity events associated with the program, communicating with government officials regarding the program, and working to achieve the success of the program at each school. To the fullest extent possible the OUSD intends that those schools which participate in the green schoolyards program will also participate in the OUSD’s Joint Use Agreement with the City of Oakland, whereby school’s outdoor facilities are made available for community use beyond school hours. Because OUSD and the City of Oakland have not renewed or renegotiated a Joint Use Agreement to date, and because the Parties agree that the living schoolyards should be open to Oakland neighbors after school hours, OUSD commits, in good faith, to opening the Sites listed below for community use on typical Saturdays and Sundays from sun-up to sun-down, and may consider also opening the

Sites after school hours and on days there is no instruction, like holidays and summer. Additionally, OUSD will clearly display a sign at the Sites that indicates the hours and rules for the community use of the schoolyard. The sign will be designed and fabricated by TPL, and approved by OUSD.

- a. The stewardship and maintenance of the Initial Sites relating to use during community use hours, including but not limited to opening and closing the gates for community use and making sure the site is prepared for the school hours, will be a shared responsibility between OUSD and the contractor hired by TPL to support living schoolyards maintenance for three to five years after the project is accepted by OUSD. (See Section 27 Amendment).
- b. The Sites: Melrose Leadership Academy, ICS-TCN Cesar Chavez Campus, Markham Elementary. The Parties anticipate that schools will be added to this list as grant applications that require community use are submitted and as construction is completed at other living schoolyards.

Section 27. (ORIGINAL) Living Schoolyard Maintenance. OUSD will be responsible for the maintenance of the Improvements and shall make reasonable efforts to maintain each living schoolyard in good condition (including taking corrective action in the event of damage or decay necessitating repair) for a period of twenty years or for the time and in the manner specified by any Grant Agreement. OUSD, with the cooperation of TPL and GSA, shall develop a maintenance plan for each Prospective Site.

Section 27. (AMENDMENT) Living Schoolyard Maintenance. OUSD will be responsible for the maintenance of the Improvements and shall make reasonable efforts to maintain each living schoolyard in good condition (including taking corrective action in the event of damage or decay necessitating repair) for a period of twenty years or for the time and in the manner specified by any Grant Agreement. OUSD, with the cooperation of TPL and GSA, shall develop a maintenance plan for each Prospective Site. To support OUSD's responsibilities for maintenance, TPL is committing up to Three Hundred Thousand Dollars (\$300,000) as a gift in place over three years and, at TPL's election, up to five years, starting in the 2021/22 school year to assist OUSD in the maintenance of the Initial Sites and other sites as mutually agreed. As permitted by law, District policies, and any applicable bargaining agreement, the maintenance scope will include opening/closing and caring for the Sites after school hours and on the weekends to enable community use. The contractor hired by TPL will coordinate closely with the Health and Wellness Department and Building and Grounds Department. (Exhibit D)

Section 28. (ORIGINAL) Living Schoolyard Maintenance of Initial Sites. (ORIGINAL) OUSD shall maintain the pilot projects funded by State Coastal Conservancy Grant Agreement 17-032 at the Initial Sites in good condition (including taking corrective action in the event of damage or decay necessitating repair) for twenty years.

Section 28. (AMENDMENT) Living Schoolyard Maintenance of Initial Sites. OUSD shall maintain the pilot projects funded by State Coastal Conservancy Grant Agreement 17-032 at the Initial Sites in good condition (including taking corrective action in the event of damage or decay necessitating repair) for twenty years. To support OUSD's responsibilities for maintenance at the Initial Sites, TPL is committing up to Three Hundred Thousand Dollars (\$300,000) over three and, at TPL's election, up to five years, starting in the 2021/22 school year to hire a landscape maintenance contractor and pay for related materials. After the three to five years, the maintenance responsibility of the Initial Sites will return solely to OUSD.


3. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. This Amendment may be executed and delivered to the other party by facsimile transmission and a facsimile signature shall have the same legal effect as an original signature.

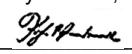
4. Entire Agreement. The Donation Agreement, as amended by this Amendment, constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the Donation Agreement, as so amended, and no provision of the Donation Agreement, as so amended, may be modified, amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

5. Force and Effect. Except as modified by this Amendment, the terms and provisions of the Donation Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Amendment and the Donation Agreement as to the specific matters which are the subject of this Amendment, the terms and conditions of this Amendment shall control. This Amendment shall be construed to be a part of the Donation Agreement and shall be deemed incorporated in the Donation Agreement by this reference.

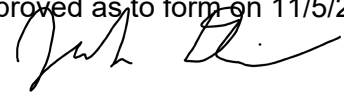
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district

By:  Date 11/13/2020
Jody London, President, Board of Education

By:  Date 11/13/2020
Kyla Johnson-Trammell, Superintendent/
Secretary, Board of Education

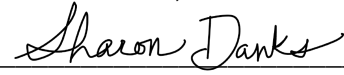
Approved as to form on 11/5/20



THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation

By:  Date: 11/5/2020
Guillermo Rodriguez, California State Director

GREEN SCHOOLYARDS AMERICA, a fiscally sponsored project of **Earth Island Institute**, a California non-profit public benefit corporation

By:  Date: 11/4/20
Sharon Danks, Executive Director, Green Schoolyards America


By:  Date: 11/5/20
David Phillips, Executive Director, Earth Island Institute

EXHIBIT A – Guidelines and Standards for Living Schoolyards in Oakland Commitment Letter



July 24, 2020

Dear Trust for Public Land:

We thank The Trust for Public Land (TPL) for collaborating with Oakland Unified School District (OUSD) to advance the Living Schoolyards Initiative.

In February 2019, the OUSD Board of Education adopted Board Policy - Development of Living Schoolyards (BP 7110.1), which outlines the vision to ensure that OUSD's school grounds support and strengthen the District's commitment to children's well-being, environmental resilience, community engagement, and equity. The Board Policy also outlines steps required to implement this policy, including the development of Living Schoolyards Guidelines and Standards. We are thankful that TPL will lead the development of Guidelines and Standards, with significant input and review from OUSD leadership and staff. TPL, with input from OUSD's Health and Wellness and Facilities staff, selected and hired People and Place Consulting – Strategy & Engagement Inc. and Bay Tree Design to assist with the development of the Guidelines and Standards. We acknowledge that the value of the Guidelines and Standards for Living Schoolyards in Oakland is approximately \$200,000, and will be an in kind donation to OUSD from TPL.

OUSD commits to participating in the process to create the Guidelines and Standards for Living Schoolyards in Oakland, and agrees to the following:

1. Designated OUSD leadership and staff will participate in up to four workshops and two short interviews or focus groups, and give feedback that gets incorporated into the Guidelines and Standards for Living Schoolyards in Oakland document. Staff from at least the following departments will participate: Office of the Superintendent, Facilities, Buildings and Grounds, Custodial Services, Risk Management, Community Engagement, and Health and Wellness.
2. When the Guidelines and Standards for Living Schoolyards in Oakland document is finalized, OUSD will adopt it as part of the Administrative Regulations to Board Policy – Development of Living Schoolyards (BP 7110.1), and work to implement the document content in order to achieve the goals set out in the Board Policy.

In addition, we are committed to continue our partnership with TPL to develop a stewardship plan that will ensure these much needed green spaces for our children are cared for and well maintained.

Sincerely,

Jody London
Board President

Kyla Johnson-Trammell
Superintendent

EXHIBIT B – State Coastal Conservancy Amendments



September 27, 2019

Guillermo Rodriguez, California State Director
The Trust for Public Land
101 Montgomery Street, Suite 1100
San Francisco, CA 94104

Subject: Grant Agreement No. 17-032, Amendment No. 1

Dear Mr. Rodriguez:

Attached for your records is one fully executed copy of the above-referenced amendment.

Please continue to contact Jessica Davenport regarding this project, but direct all budgets, invoices and requested modifications regarding this agreement to me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erlinda Corpuz".

Erlinda Corpuz
Procurement and Contracts Manager

ECurr

Enclosures

1515 Clay Street, 10th Floor
Oakland, California 94612-1401
510-286-1015 Fax: 510-286-0470



STATE OF CALIFORNIA
STANDARD AGREEMENT
 Std.2 (Grant - Rev 01/18)

AGREEMENT NUMBER 17-032	AM. NO. 1
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 23-7222333	

THIS AGREEMENT, made and entered into this 12th day of September, 2019 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 The Trust for Public Land		, 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:

The State Coastal Conservancy ("the Conservancy") and The Trust for Public Land ("the grantee") agree to amend their existing Agreement No. 17-032 as follows:

The amount of this agreement is increased to \$650,900 (six hundred fifty thousand nine hundred dollars).

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

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.) The Trust for Public Land
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Guillermo Rodriguez, California State Director
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 101 Montgomery Street, Suite 1100 San Francisco, CA 94104 Phone: (415) 800-5296

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE/PROP NO.
\$84,900.00*	Local Assistance	Water Quality, Supply and Infrastructure...(Prop 1)
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND ITEM	CHAPTER STATUTE FISCAL YEAR
\$566,000.00	3760-101-608300007(B5862) = \$ 80,312.19*	29/30 2018 18/19
	3760-101-608300007(B5862) = \$ 4,587.81*	14 2017 17/18
	3760-101-608300007(B5862) = \$566,000.00	23 2016 16/17
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME	*Augmentation
\$650,900.00	Living Schoolyard for Oakland	

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


 Erlinda Corpuz
 Procurement and Contracts Manager

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

SIGNATURE OF ACCOUNTING OFFICER 	DATE 09/12/2019
---	---------------------------

- GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

STANDARD AGREEMENT

Std.2 (Grant - Rev 01/18)

AGREEMENT NUMBER 17-032	AM. NO. 2
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 23-7222333	

THIS AGREEMENT, made and entered into this 19th day of June, 2020
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 The Trust for Public Land		, 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:

The State Coastal Conservancy ("the Conservancy") and the Trust for Public Land ("the grantee") agree to amend their existing Agreement No. 17-032 as follows:



SCOPE OF WORK


This section is revised to reduce the number of schools included in the project, and at which the project will take place, from five to three.

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


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.) The Trust for Public Land
BY (Authorized Signature)  Sam Schuchat	BY (Authorized Signature)  Guillermo Rodriguez
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Guillermo Rodriguez, California State Director
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 101 Montgomery Street, Suite 1100 San Francisco, CA 94104 Phone: (415) 800-5296

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE/PROP NO.	I certify that this agreement is exempt from Department of General Services' approval.				
\$-0-	Local Assistance	Water Quality, Supply and Infrastructure...(Prop 1)	 Erlinda Corpuz Erlinda Corpuz Procurement and Contracts Manager				
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND ITEM	CHAPTER				STATUTE	FISCAL YEAR
\$650,900.00	3760-101-608300007(B5862) = \$ 80,312.19	29/30				2018	18/19
	3760-101-608300007(B5862) = \$ 4,587.81	14				2017	17/18
	3760-101-608300007(B5862) = \$566,000.00	23	2016	16/17			
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME						
\$650,900.00	Living Schoolyard for Oakland						

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  Riakat Ali	DATE 6/19/2020
--	--------------------------

GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

EXHIBIT C – CA Natural Resources Grant Agreement for Green Schoolyard at Cesar Chavez Education Center



April 25, 2019

Guillermo Rodriguez, California State Director
The Trust for Public Land
101 Montgomery St.
San Francisco, CA 94104

Re: Greenhouse Gas Reduction Fund- Urban Greening Grant Program
Model Oakland Green Schoolyard at César E. Chávez Education Center Project

Dear Mr. Rodriguez:

Enclosed is your copy of the fully executed Grant Agreement number U29155-0 in an amount not to exceed \$1,186,977.00 for the Model Oakland Green Schoolyard at César E. Chávez Education Center Project. Please distribute copies within your organization as appropriate.

Careful review of this Grant Agreement, the Grant Guidelines and associated forms and documents located on our website (<http://resources.ca.gov/grants/project-administration-forms/>) is critical to ensure your compliance with the grant program requirements. These documents contain important information regarding your reporting obligations, how to correctly request payments to avoid delays and other pertinent information. The section in your Grant Agreement titled Special Provisions may contain additional restrictions on the availability of your grant funds and should be given special attention.

We look forward to working with you in the coming months. Should you have any questions, please do not hesitate to contact me at (916) 651-7592 or via email at teresa.mallory@resources.ca.gov.

Sincerely,

A handwritten signature in blue ink that reads 'Teresa Mallory'.

Teresa Mallory, Grants Administrator
Bonds and Grants

Enclosures

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax. 916.653.8102 <http://resources.ca.gov>

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: The Trust for Public Land
PROJECT TITLE: The Model Oakland Green Schoolyard at César E. Chávez Education Center
AUTHORITY: Senate Bill (SB) 859
PROGRAM: Urban Greening Grant Program
AGREEMENT NUMBER: U29155-0
TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form
PROJECT PERFORMANCE PERIOD IS: 03/15/2019 to 05/01/2021

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Senate Bill (SB) 859, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:


See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$1,186,977.00** (or project costs, whichever is less)


The Special and General Provisions attached are made a part of and incorporated into the Agreement.

THE TRUST FOR PUBLIC LAND

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By 

 Guillermo Rodriguez
 Title California State Director
 Date 3/26/19

By 

 Julie Alvis
 Title Deputy Assistant Secretary
 Date 4/2/2019

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
\$1,186,977.00		U29155-0		3228- Greenhouse Gas Reduction Fund			
ADJ. INCREASING ENCUMBRANCE				FISCal PO Number			
\$				491			
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$		Local Assistance					
UNENCUMBERED BALANCE		REF NUMBER	FUND	ENACTMENT YEAR	ACCOUNT NUMBER	ALT ACCOUNT	
\$		101	3228	2017	5432000	00000000	
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOC	AGENCY USE	BUDGET PERIOD
0320	0540	0540U291550	32291	05400001	32291		2018



 SIGNATURE OF ACCOUNTING OFFICER

4/7/19

 DATE

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: The Trust for Public Land
Project Title: The Model Oakland Green Schoolyard at César E. Chávez Education Center Project
Agreement Number: U29155-0
Authority: Senate Bill (SB) 859
Program: Urban Greening Grant Program

PROJECT DESCRIPTION

Project to convert a 1.3-acre, largely paved and unshaded schoolyard into a shaded green space for use by students of two K-5 public schools.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement. Projects should reduce GHG emissions by enhancing and expanding neighborhood parks; providing greening of public lands and structures; mitigating urban heat islands; establishing green streets and alleyways; or developing nonmotorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers, and schools.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Urban Greening Grant Program Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity.
3. If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion,

13. The term "Project Budget" means the State approved cost estimate included as an Exhibit to this Agreement.
14. The term "Project Scope" means the description or activity for work to be accomplished by the Urban Greening Project.
15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
16. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2021**.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **May 1, 2021**.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Urban Greening Grants are subject to audit by the State as frequently as annually during the project and for the project life. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

**Urban Greening Grant Program
Senate Bill (SB) 859- Greenhouse Gas Reduction Fund**

- Grantee Name:** The Trust for Public Land
- Project Title:** The Model Oakland Green Schoolyard at César E. Chávez Education Center Project
- Agreement Number:** U29155-0
- Project Location:** 2825 International Blvd., Oakland, California
- Project Scope:** Project to convert a 1.3-acre, largely paved and unshaded schoolyard into a shaded green space for use by students of two K-5 public schools. Grant-funded project elements include:
- Remove approximately 18,788 square feet of asphalt
 - Plant approximately:
 - 64 fifteen-gallon trees
 - 34 trees to be planted within 60 feet of school buildings
 - All trees to be protected with wire enclosures and tree stakes
 - 8,312 square feet of drought-tolerant, low-water, low-mow grass
 - Install irrigation system
 - Install approximately:
 - 35 landscape boulders
 - Eight 4'x8' redwood raised planters
 - 15 picnic tables
 - 21 benches
 - 7,205 square feet of permeable paving
 - 1,969 feet of concrete edging
 - 330 feet of fencing
 - One compost bin
 - Two interpretive signs
 - One funding acknowledgment sign

Project Schedule:

Activity Description	Timeline
Preliminary project work	Mar 2019 – Apr 2019
Prepare plans, technical specifications and cost estimates	May 2019 – Dec 2019
Coordinate review of permit set & obtain approvals as necessary from OUSD and DSA	Jan 2020 – May 2020
Bid and contractor selection; site preparation and site construction	Jun 2020 – Apr 2021
Planting, amending soil, and mulching with school community	Jan 2021 to Apr 2021
Record MOUGA and Submit Project Closeout package with final Payment Request to State	May 2021

*A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate plantings for the area, with consideration given to carbon sequestration and plant origin (native/non-invasive). Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELo) or the local agency landscape water ordinance (if as strict or stricter) and use low water, drought tolerant plantings.

Cost Estimate: See Exhibit A-1

Exhibit A-1
The Trust for Public Land
The Model Oakland Green Schoolyard at César E. Chávez Education Center
Agreement No. U29155-0

Task	Description	Total*	UG Grant	SCC Grant	TPL	C. Chavez Ed Ctr (In-Kind)
1.0	Project Management					
1.1	Design Consultants	\$230,000	\$230,000			
1.2	Community Engagement	\$20,000	\$20,000			
1.3	Direct Project Administration	\$71,500			\$71,500	
1.4	Testing, Inspections, Permits	\$20,000	\$20,000			
	Task 1 Subtotal (Not to Exceed 25% of Grant)	\$341,500	\$270,000	\$0	\$71,500	\$0
2.0	Site Preparation					
2.1	Mobilization	\$67,194	\$67,194			
2.2	Demolition (Asphalt Removal & Other)	\$52,576	\$52,576			
2.3	Clearing/Grubbing	\$12,649	\$12,649			
2.4	Grading	\$25,297	\$25,297			
2.5	Drainage/Plumbing Modifications	\$20,000	\$20,000			
	Task 2 Subtotal	\$177,716	\$177,716	\$0	\$0	\$0
3.0	Green Elements					
3.1	Soil Preparation	\$10,863	\$10,863			
3.2	Trees (15-gallon), Stakes and Protection	\$43,200	\$38,400			\$4,800
3.3	Bioswale Construction	\$8,760		\$8,760		
3.4	Irrigation	\$40,000	\$40,000			
3.5	Mulch	\$16,370		\$16,370		
3.6	Plants (average 1-gallon, 18" OC)	\$22,880		\$22,880		
3.7	Grass	\$8,312	\$8,312			
3.8	Boulders	\$10,500	\$10,500			
3.7	Raised Planters	\$12,000	\$12,000			
3.8	Site Amenities (Picnic Tables, Compost Bin, Benches)	\$44,250	\$44,250			
3.9	Natureplay Elements (Wood, Logs, Stumps)	\$5,000		\$5,000		
	Task 3 Subtotal	\$222,135	\$164,325	\$53,010	\$0	\$4,800
4.0	Other Elements					
4.1	Permeable Paving	\$288,200	\$288,200			
4.2	Edging (Concrete)	\$39,380	\$39,380			
4.3	Fencing	\$16,500	\$16,500			
	Task 4 Subtotal	\$344,080	\$344,080	\$0	\$0	\$0
5.0	Other					
5.1	Construction Insurance & Contractor's Costs	\$110,870	\$110,870			
5.2	Signs and Interpretive Aids	\$1,600	\$1,600			
5.3	Funding Acknowledgment Sign	\$500	\$500			
5.4	Plant and Tree Establishment	\$30,000			\$20,000	\$10,000
	Task 5 Subtotal	\$142,970	\$112,970	\$0	\$20,000	\$10,000
	Contingency (not to exceed 10% of grant)	\$117,886	\$117,886			
	Project Grand Total	\$1,346,287	\$1,186,977	\$53,010	\$91,500	\$14,800

*Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

**All invoices & receipts for project expenditures from all funding sources will be retained and made available in the event of any future State audit.

EXHIBIT D – Living Schoolyards Maintenance Commitment

Background:

In 2017, OUSD, TPL, and GSA signed a Donation Agreement for Development and Construction of Living Schoolyards on Oakland Unified School District Campuses (the "Agreement"). The Agreement says, "OUSD will be responsible for the maintenance of the Improvements and shall make reasonable efforts to maintain each living schoolyard in good condition for a period of twenty years or for the time and in the manner specified by any Grant Agreement. OUSD, with the cooperation of TPL and GSA, shall develop a maintenance plan for each Prospective Site."

TPL understands, however, that at this time OUSD has limited resources and staff capacity to maintain its schoolyards, and TPL is committed to supporting OUSD in the maintenance of the pilot schoolyards.

Timeline of TPL's investment:

Three, or if TPL elects, up to five years (start in the 2021/22 school year)

TPL's role in Living Schoolyard Maintenance Support:

- TPL's goal is to make sure the pilot schoolyards are well maintained in order to (1) to support the learning needs of students and the Oakland community, (2) fulfill the requirements of grantors, and (3) serve as models for future living schoolyards in Oakland and across the country.
- TPL is committing up to \$300,000 for maintenance over three and, at TPL's election, up to five years for staff and materials. (Please note: if additional money must be spent to replace the engineered wood fiber at both ICS-TCN and Markham, the amount TPL will spend on maintenance will be reduced accordingly).
- It is TPL's intention that the investment in maintenance will support OUSD in the transition to taking over the maintenance of Living Schoolyards. During these three to five years, TPL and OUSD will work together to develop a long term sustainability plan to make sure that when OUSD assumes the maintenance responsibility solely, OUSD, TPL and the contractor hired by TPL will have set up systems and best practices that OUSD can learn from and employ.

Process:

- TPL will select and hire a contractor in coordination with OUSD Health and Wellness staff (either nonprofit organization with experience in schoolyard/park maintenance or landscape contractor).

- Contractor would be managed on a day-to-day basis by OUSD Learning Garden Coordinator in the Health and Wellness Department and coordinate closely with Building and Grounds. Contractor would coordinate and check in with TPL and OUSD Learning Garden Coordinator about overall progress and issues.
- As part of the \$300,000 commitment, TPL would hold a “maintenance fund.” Contractor would request this money directly from TPL on an as-needed basis for any repairs and materials needed for work on the sites.
- Contractor will maintain initial pilot sites and launch community use at these sites (Melrose, Markham, ICS-TCN, and any additional sites that TPL designs/constructs). If contractor has additional time, they can work on other OUSD living schoolyard/garden priorities in consultation with TPL.

Outline of responsibilities of contractor to include: (To be evaluated and updated with input from Health and Wellness and Buildings and Grounds teams)

COMMUNITY USE

TASK
Unlock and relock gates before and after community use
Inspect after community use hours. Notify OUSD and TPL of damage and perform or coordinate related repairs.
Report illegal activity
Monitor/augment custodial services (i.e. trash collection)
Regular living schoolyard maintenance
Assist TPL with education/outreach to school community and neighborhood about community use
Assist TPL with establishing a working group to review and evaluate community use

ROUTINE MAINTENANCE

TASK
Check living schoolyard areas for general maintenance/repair needs.
Ensure that plants and trees are appropriately watered. Adjust irrigation system or hand water as needed. Make sure irrigation system is working, has no leaks, and is appropriate for the season and plant establishment period.
Pick up litter from the living schoolyard as needed. Trash cans are monitored/emptied by custodial staff.
Keep debris away from drains before major storms (weekly during rainy season; monthly during dry season)
Address emergencies (leaks, broken branches, graffiti removal, etc.)
Fulfill work orders and special requests from site principals that pertain to the living schoolyards
Address rodent and pest issues, in accordance with the Healthy School’s Act and the District’s IMP policy
Perform routine weeding, care for mulch and engineered wood fiber, and removal of dead vegetation
Replace plants as needed
Replace tree protection as needed
Prune trees as needed
Pick up yard waste

Keep maintenance log and budget of work; Monthly report out to TPL and OUSD

MAJOR REPAIRS

TASK
Inspect drains and replace filter fabric. Expect overflow drain in the upper yard swale to need filter fabric replaced annually.
Plan for summer care: (1) making sure there are no weeds; (2) Making sure unestablished perennials and trees are on a watering system (hand, irrigation, or water bag); (3) security: moving out expensive or valuable items (tools, etc.)
Deliver wood chips/mulch/compost once per school year
Repair or replace any play elements, such as structures or seating
Hire and/or manage the appropriate contractor for major repairs, such as major plumbing issues or issues with site amenities like tables and benches

STEWARDSHIP AND PROGRAMMING


Assist TPL in meeting with PTA, Food Corps, teachers, or other involved group and plan for adaptive changes/upgrades to living schoolyard and plan scope/tasks for the school work days (best in fall with back to school energy).
Assist TPL in hosting annual training for the School community: <ol style="list-style-type: none">1. Provide information to students and teachers (culture-building) about the living schoolyards through assembly or classroom info sessions.<ol style="list-style-type: none">a. Engaging classroom and after schoolteachers. Every school has an LST (lead science teacher) who can teach a stewardship lesson.b. PD session for teachers

Board Office Use: Legislative File Info.	
File ID Number	18-0290
Introduction Date	5-30-18
Enactment Number	18-0875
Enactment Date	5/23/18 os



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Thriving Students

Memo

To Board of Education 

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Roland Broach, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date

Subject Grant Agreement - Trust for Public Land - 5 Sites - Markham Elementary, Melrose Leadership Academy, International Community School/Think College Now, Ralph Bunche High School, Emiliano Zapata Street Academy Alternative School, Projects

Action Requested Approval by the Board of Education of Resolution No.1718-0108, a Grant Agreement between the District and The Trust for Public Land, San Francisco, CA, accepting funding from the latter to provide removal of approximately 0.5 acres of asphalt from the school grounds and replace it with native plant landscaping, nature-based outdoor education and play areas, vegetable gardening spaces, bioswales, and shade trees. in conjunction with the various school sites that's listed, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing March 15, 2018 and concluding no later than December 31, 2021, in an amount not-to-exceed \$566,000.00.

Background Trust for Public Land is sponsoring 5 sites - Markham, Melrose Leadership Academy, International Community/Think College Now, Ralph Bunche, Emiliano Zapata Street Academy Alternative, projects. The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

The board of directors 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.

Construction plans and specifications which have been certified by a licensed architect or registered engineer, or approved by OUSD's Facilities Director.

Discussion A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.

A detailed project budget. The project budget shall 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. Fore 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 on monies, materials, or labor. The grantee shall review the plan on-site with Conservancy. Staff.

The scope of the project consists of converting asphalt playgrounds to living schoolyards with shade trees, native plant landscaping, nature-based outdoor education and play areas, vegetable gardening spaces, and bioswales to infiltrate storm water on the ground of five public schools servicing disadvantaged communities in the City of Oakland, Alameda County.

LBP (Local Business
Participation Percentage)

100.00%

Recommendation

Approval by the Board of Education of Resolution No.1718-0108, a Grant Agreement between the District and The Trust for Public Land, San Francisco, CA, accepting funding from the latter to provide removal of approximately 0.5 acres of asphalt from the school grounds and replace it with native plant landscaping, nature-based outdoor education and play areas, vegetable gardening spaces, bioswales, and shade trees. in conjunction with the various school sites that's listed, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing March 15, 2018 and concluding no later than December 31, 2021, in an amount not-to-exceed \$566,000.00.

Fiscal Impact

Funding Resource: Trust for Public Land

Attachments

- Professional Service Contract including scope of work
- Resolution of the Board of Education No: 1718-0108

RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
NO. 1718-0108

Acceptance of Donation – Trust for Public Land

WHEREAS, the California Coastal Conservancy (Grantor) has granted the Trust for Public Land (“TPL”/ “Grantee”) an amount not to exceed \$566,000 (five hundred and sixty-six thousand dollars) for the purpose of completing a Living Schoolyards project (“Project”) at the following five Oakland Unified School District (“District”) school sites: Markham Elementary, Melrose Leadership Academy, International Community School/ Think College Now, Ralph Bunche High, and Emiliano Zapata Street Academy;

WHEREAS, the Project includes removing approximately .5 acres of asphalt at the District school sites and replacing it with native plant landscaping, nature-based outdoor education and play spaces, vegetable garden spaces, bio swales and shade trees;

WHEREAS, to fulfill the Project, the District and TPL are proposing a Donation Agreement submitted herewith;

WHEREAS, under the proposed Donation Agreement, among other things, the District agrees to bear the cost and responsibility for maintaining the Living Schoolyards for at least twenty (20) years;

WHEREAS, the Grant Agreement between the Grantor and TPL and the Donation Agreement between TPL and the District anticipate that the Project will be eligible for an exemption under the California Environmental Quality Act (CEQA) and provides that TPL is responsible for the costs relating to CEQA;

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby accepts to be the beneficiary of the grant between the Grantor and TPL for the Project and hereby approves the accompanying Donation Agreement

PASSED AND ADOPTED this 23rd day of May, 2018, at a Regular Meeting of the Governing Board by the following vote:

AYES: Jody London, Roseann Torres, Nina Senn, James Harris, Vice President Jumoke Hinton Hodge, President Aimee Eng

NOES: Shanthi Gonzales

ABSTAIN: None

ABSENT: None

P - AYES: Student Director Gema Quetzal, Student Director Enasia Mc-Elvaine

P-NOES: None

P - ABSTAIN: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Governing Board of Oakland Unified School District, held on May 23, 2018.



Kyla Johnson-Trammell
Secretary, Governing Board
Oakland Unified School District

5/24/18
Date: _____

DONATION AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION OF LIVING
SCHOOLYARDS ON OAKLAND UNIFIED SCHOOL DISTRICT CAMPUSES

This Donation Agreement for Development and Construction of Living Schoolyards on Oakland Unified School District campuses ("**Agreement**") is entered as of December 7th 2017, by and between The Trust for Public Land ("**TPL**"), a California non-profit public benefit corporation, Green Schoolyards America ("**GSA**"), a fiscally sponsored project of Earth Island Institute, a California non-profit public benefit corporation, and Oakland Unified School District ("**OUSD**"), a California public school district (collectively the "**Parties**" and each a "**Party**").

RECITALS

A. Whereas, the Parties wish to pursue and support a collaborative effort between the Parties to advocate for and construct living schoolyards on OUSD campuses (the "**Program**"). The Parties define "living schoolyards" as schoolyards that include trees, gardens, natural materials, and green infrastructure to bring multiple benefits to the school and community including educational, health, and environmental benefits.

B. Whereas, TPL entered into Grant Agreement 17-032 with the State Coastal Conservancy, which provides Prop 1 funding to implement living schoolyards pilot projects in the following five campuses: Melrose Leadership Academy, Markham Elementary School, International Community School/Think College Now, Ralph J. Bunche High School and Emiliano Zapata Street Academy School. For the purposes of this agreement these sites are collectively referred to as "**Initial Sites**". Grant Agreement 17-032 requires TPL to maintain the pilot projects at the Initial Sites for twenty years, which maintenance responsibility OUSD has agreed to fulfill (see Sections 27 and 28 below).

C. Whereas, development of additional schoolyards shall be subject to, and contingent upon, successful grant application(s) resulting in one or more grant agreements (each a "**Grant Agreement**") to award grant funds in support of the development and construction of living schoolyards and other improvements ("**Improvements**") to be built upon OUSD campuses which are described in **Exhibit A** (each a "**Prospective Site**"), attached hereto, which list may be amended over time by the mutual written agreement of the Parties. The terms of this Agreement shall apply to each Prospective Site.

D. TPL will continue to identify and pursue potential private and public funding sources, with the collaboration of OUSD and GSA. Where sufficient grants are successfully awarded but only to the extent that they are, the Parties shall coordinate the design and construction of living schoolyards on each Prospective Site.

E. Whereas, TPL will develop a conceptual plan for the Improvements, with the collaboration of OUSD and GSA, using the results of outreach to be performed by TPL in partnership with OUSD, GSA, and local community organizations. TPL will contract for and oversee the construction of the Improvements, and will identify and apply for any additional funding necessary for construction of Improvements to the Prospective Site.

F. Whereas, this Agreement is intended to summarize the primary roles and responsibilities of the Parties towards the shared goal of getting living schoolyards built. This Agreement also intends to highlight some of the contingencies that need to be satisfied in order to fulfill that objective.

Now therefore, in consideration of the mutual promises contained herein the parties agree as follows:

1. Grant Agreement(s). The Parties acknowledge that, beyond implementing pilot projects on the five Initial Sites, new funding will need to be raised to allow TPL and GSA to carry out their respective roles as set forth in this Agreement. Specifically, TPL's and GSA's ability to design and install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon grant money being awarded for the design and installation of the Improvements. Accordingly, TPL will initially use its good faith efforts to apply for grants, and shall use good faith efforts to cooperate with OUSD and GSA in the grant application process. If those grants are not awarded TPL will determine if other prospective funding sources may be available.

(a) Grant Applications. TPL shall lead the grant application process. OUSD and GSA shall cooperate in the grant application process and shall have an opportunity to review and comment upon grant applications. Where the grant application is not written to award the grant directly to OUSD at the outset, then OUSD, subject to approval by the respective grant funder, shall accept an assignment of any Grant Agreement related to the development of the Prospective Sites and accept the Improvements. The grant applications shall make clear that OUSD is the owner of the Prospective Sites and will be the long-term steward of the Improvements after they are completed by TPL, GSA and the Contractor (defined below).

(b) Incorporation by Reference. The terms of TPL's design and installation of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement. The terms of any Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement. A copy of a template Grant Agreement is attached hereto for reference as Exhibit C.

(c) Land Tenure Requirement. OUSD will be the long-term steward of each school site once the Improvements are built on the Property. OUSD understands that grant funding will be sought from certain funders who require that the improvements be maintained for a specific period of time. Consistent with the remainder of this Section 1, OUSD explicitly recognizes that TPL will be relying upon the OUSD, as owner of the Property, to fulfill any of these maintenance requirements of the Property and Improvements as may be required by certain funders.

2. Term. The term ("**Term**") of this Agreement shall commence upon full execution and delivery hereof by the parties hereto ("**Effective Date**"). Except those provisions which are explicitly stated survive the termination of this Agreement, the Term, with respect to any particular Site, shall expire on the date upon which OUSD, subject to final acceptance and approval of the Improvements by the OUSD Director of Facilities, executes a letter accepting the Improvements as described in Section 17 below, or upon such earlier date as OUSD or TPL terminates this Agreement in

accordance with Section 22 below. OUSD is aware that, pursuant to the terms of the Grant Agreement, the Improvements must be completed by TPL and accepted by OUSD prior to expiration of any performance period specified in any Grant Agreement, and OUSD shall cooperate with TPL in fulfilling its review, approval and acceptance obligations under this Agreement in a timely fashion in order to allow construction and acceptance of the Improvements to be completed within any performance period specified in any Grant Agreement.

3. Grant-writing. TPL will coordinate grant-writing responsibilities with OUSD and GSA to attempt to raise the funds necessary to cover the full cost of the design and construction of the Improvements for each Prospective Site, as well as funds to cover TPL's and GSA's staff time associated with these projects where possible. Only to the extent that the grant writing efforts are successful, and money is procured to do outreach, design, and construction for a particular school site, or school site(s), will the following provisions of this Agreement come into play for such site(s).

4. Outreach. TPL, in collaboration with OUSD and GSA, will engage and seek the support of potential advocacy and implementation partners, including national and community based organizations, policy makers, and elected officials. TPL will support GSA and other partners, as applicable, in efforts to increase community awareness of the benefits of living schoolyards. All outreach efforts for this project will be conducted with a unified message, and will include the logos of GSA, OUSD and TPL as collaborating partners. Public materials will be circulated to all three of the partner organizations for comment before release to the public with their logos.

5. Facilities Master Plan. OUSD will collaborate with TPL and GSA to incorporate Living Schoolyards in the Facilities Master Plan. This will require coordination and participation in meetings related to the planning process. OUSD will make good faith efforts to keep TPL and GSA informed of the Facilities Master Plan process including upcoming community meetings.

6. Intentionally Deleted.

7. Participatory Design Process. TPL, in consultation with GSA, shall structure and implement a participatory design process for each of the Initial Sites. The participatory design process will include students, teachers, administrators, parents and community members and will culminate in a conceptual design for each living schoolyard. TPL and GSA will collaborate with OUSD to ensure that the living schoolyard designs comply with OUSD grounds and schoolyard standards and can be incorporated into the OUSD Facilities Master Plan.

8. Right of Entry. During the Term, OUSD shall allow TPL, GSA, and their employees and agents, full and unrestricted access to the Prospective Sites to plan and install the Improvements at no cost to TPL or GSA. During the Term, OUSD gives TPL full authority to construct, operate, and maintain the project of installing the Improvements on the Prospective Sites in accordance with the Plans and Specifications and the terms of any Grant Agreements. A specimen Right of Entry is attached hereto as **Exhibit B**.

9. Design and Construction Documents. TPL shall secure and pay for the services of landscape architects, and engineers, if necessary, who will convert the

conceptual design for each living schoolyard into detailed plans and specifications (“**Plans and Specifications**”) for construction. The Plans and Specifications for each living schoolyard shall be subject to the approval of OUSD, provided that such approval shall not be unreasonably withheld. OUSD shall use its best efforts to approve or reject such Plans and Specifications within 30 days after their submission. OUSD shall provide TPL and the design team with specific and detailed explanations of any rejection, and shall work with the design team to resolve design flaws or problems on an expedited basis. Where practicable, the design team will use standard specifications for design components that have been approved in advance by OUSD, and will incorporate OUSD design standards into such specifications. Plans and Specifications for specific projects may also require the approval of the Division of the State Architect (“DSA”). Such approvals shall be in addition to the approval of OUSD. TPL, at its sole cost and expense, shall be responsible for ensuring that Plans and Specifications are properly approved by DSA prior to commencement of work.

10. Selection of a Contractor; Installation of the Improvements. TPL will select a contractor (“**Contractor**”) in a manner required by law to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. TPL shall require its contractor to provide a performance bond to ensure the completion of the Improvements.

11. Volunteer Labor. Certain aspects of preparation of living schoolyards such as planting, mulching, light construction (e.g., garden beds), and artwork may be done with volunteer labor organized by TPL in collaboration with GSA and OUSD and the individual schools. In that case, during volunteer work days, the volunteers shall sign a release and comply with OUSD and individual school standards.

12. Approvals. OUSD will be responsible for providing assistance throughout the required approval process; provided, however, that all such approvals shall be secured by TPL at no cost to OUSD.

13. Construction. TPL shall enter into contracts with the selected Contractor and will be fully responsible for all payments to the Contractor and all other contractors and subcontractors at no cost to OUSD, in accordance with the terms of any Grant Agreement. TPL shall ensure that all contractors, including Volunteer Labor as set forth in Section 11, comply with the criminal background and fingerprinting requirements, to the extent that such contractors or Volunteer Labor are likely to come in contact with schoolchildren, and shall certify the same by executing the certification attached hereto as **Exhibit C**. TPL shall act as project manager for each Prospective Site and shall ensure that each living schoolyard is constructed in a good workmanlike manner, free of defects, and that it be delivered to OUSD in good working order and condition. If no professional construction management firm is hired, TPL and Contractor will provide general management of construction activity, including but not limited to scheduling construction activity, insuring construction meets Plans and Specifications, conducting progress meetings, providing meeting minutes and coordinating communications between all parties. OUSD staff will participate in the scheduled progress meetings to keep abreast of construction activity and to insure that work follows approved Plans and Specifications. To be clear, GSA will not be responsible for any construction documents or specifications, and will not oversee any contractors or construction implementation.

14. Construction Inspections. OUSD or its designee will conduct on-site construction inspections and approvals, per a pre-determined schedule of critical work, to ensure that construction of the Improvements is in conformance with the Plans and Specifications. To the extent work is being conducted on DSA-approved Plans and Specifications, an Inspector of Record will be retained to oversee the underlying construction work, as required by law. Upon substantial completion, OUSD or its designee's staff will prepare a punch list ("**Punch List**"), which will need to be completed by Contractor prior to receiving Final Acceptance pursuant to Section 17.

15. Permits and Fees for Construction. Whenever permits, permit fees or any other fees (collectively, "**Fees**") are due to be paid to any Federal, State, County, or City agency in connection with the construction of the Improvements, TPL shall pay all such Fees. TPL shall respond to all requests for Fees by obtaining the permits and paying and/or obtaining a waiver of the Fees within fifteen (15) calendar days of receipt of such requests.

16. Scope, Term and Costs of Program. It is the intention of the Parties that at least five (5) livings schoolyard projects will be designed and installed by 2020 with the funding from the State Coastal Conservancy Urban Greening Grant that TPL has secured.

17. Indemnification.

(a) During the Term of this Agreement, with respect to each Prospective Site which OUSD owns, until the issuance by OUSD of the Acceptance Letter pursuant to Section 17 of this Agreement, TPL shall indemnify and save harmless OUSD and GSA, their respective officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of OUSD or GSA or whether liability without fault is imposed or sought to be imposed on OUSD or GSA, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of OUSD or GSA, its officers, agents or employees. The indemnity obligations described in this Section 17(a) shall survive expiration of this Agreement. In addition to TPL's obligation to indemnify OUSD and GSA, TPL specifically acknowledges and agrees that it has an immediate and independent obligation to defend OUSD and GSA from any claim that actually or potentially falls within this indemnification provision.

(b) Following issuance by OUSD of the Acceptance Letter pursuant to Section 17 of this Agreement, OUSD shall indemnify and save harmless TPL and GSA and their respective officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of TPL or GSA or whether liability without fault is imposed or sought to be imposed on TPL or GSA, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of TPL or GSA, its officers, agents or employees. The indemnity obligations described in this Section 17(b) shall survive expiration of this Agreement. In addition to OUSD's obligation to indemnify TPL and GSA, OUSD specifically acknowledges and agrees that it has an immediate and independent obligation to defend TPL and GSA from any claim that actually or potentially falls within this indemnification provision.

25. Professional Development for OUSD Administrators. GSA will support the green schoolyard infrastructure investments with two types of professional development for OUSD Administrators: (a) GSA agrees to enroll, at no cost to OUSD, up to six (6) OUSD school administrators in the 2018 Green Schoolyards America Principals' Institute; and (b) GSA will also develop and implement green schoolyard professional development session(s) designed for the OUSD administration and facilities staff, in coordination with TPL and OUSD.

26. Termination. Any failure to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("**Event of Default**"), provided that TPL shall have a period of 15 business days from the date of written notice from OUSD of such failure within which to cure such default under this Agreement, or, if such default is not capable of cure within such 15-day period, TPL shall have a reasonable period of time to complete such cure if TPL promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by TPL, OUSD shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

TPL shall have the right to terminate this Agreement, with respect to any Prospective Site, if, despite TPL's good faith efforts, TPL is unable to secure grant funding for the design and construction of the Improvements on the Prospective Site.

If TPL successfully completes the installation of the Improvements on a Prospective Site and receives the Acceptance Letter from OUSD then this Agreement shall specifically not be terminable by OUSD with respect to any continuing obligations of OUSD, as successor grantee, under any Grant Agreements.

27. Living Schoolyard Maintenance. OUSD will be responsible for the maintenance of the Improvements and shall make reasonable efforts to maintain each living schoolyard in good condition (including taking corrective action in the event of damage or decay necessitating repair) for a period of twenty years or for the time and in the manner specified by any Grant Agreement. OUSD, with the cooperation of TPL and GSA, shall develop a maintenance plan for each Prospective Site.

28. Living Schoolyard Maintenance of Initial Sites. OUSD shall maintain the pilot projects funded by State Coastal Conservancy Grant Agreement 17-032 at the Initial Sites in good condition (including taking corrective action in the event of damage or decay necessitating repair) for twenty years.

29. CEQA Compliance. OUSD shall work with TPL to provide an Environmental Compliance Certification Form, which certifies the Program is exempt or in compliance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA). TPL shall be responsible for all costs associated with the completion of said process.

30. Miscellaneous.

(a) This Agreement may be amended or modified only in a writing signed by the Parties. This Agreement may be signed in counterparts.

(b) This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this Agreement.

(c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Site as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City of Oakland and County of Alameda's charters, their municipal codes and applicable state and federal laws, building codes and regulations.

(d) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by OUSD hereunder may be made by Cesar Monterrosa, Director of Facilities of OUSD or his or her designee in his or her sole and absolute discretion.

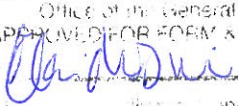
IN WITNESS WHEREOF, the parties have caused this Donation Agreement for Development and Construction of Living Schoolyards on Oakland Unified School District Campuses to be executed as of the date first written above.

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By



OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district

By:  Date 11/16/17

Cesar Monterrosa, Director of Facilities



Aimee Eng, President, Board of Education 5/24/18



Kyla Johnson Trammell, Secretary, Board of Education 5/24/18

THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation

By:  Date 12/6/17

Guillermo Rodriguez, California State Director

GREEN SCHOOLYARDS AMERICA, a fiscally sponsored project of Earth Island Institute, a California non-profit public benefit corporation

By:  Date: 11-30-17

Sharon Danks, Executive Director, Green Schoolyards America

By:  Date: 11/28/17

David Phillips, Executive Director, Earth Island Institute

Exhibit A
Description of Prospective Sites
(list may be amended by mutual written consent of the parties)

Initial Sites (pilot projects funded by the Prop 1 Coastal Conservancy Grant)

- Markham Elementary - 7220 Krause Ave, Oakland, CA 94605
- Melrose Leadership Academy - 4730 Fleming Ave, Oakland, CA 94619
- International Community School/ Think College Now - 2825 International Blvd, Oakland, CA 94601
- Ralph J. Bunch High - 1240 18th St, Oakland, CA 94607
- Emiliano Zapata Street Academy - 417 29th St, Oakland, CA 94609

Prospective Sites

TPL will work with OUSD to prioritize Prospective Sites based on need of the neighborhood, site condition, readiness and funding opportunities. The following sites are potential prospective sites that will be considered for funding but more may be added to the list. Sites are listed alphabetically and order does not indicate priority.

- Cole Middle School
- Community Unified Elementary School
- East Oakland Pride Elementary School
- Elmhurst Community Prep
- EnCompass Academy
- Esperanza Elementary
- Fred T. Korematsu Discovery Academy
- Fremont Highschool
- Frick Impact Academy
- Futures Elementary School
- Global Family Elementary School
- Greenleaf Elementary
- Hoover Elementary
- Horace Mann
- Lafayette Elementary
- Life Academy*
- Madison Park Academy
- Manzanita Community School
- Manzanita SEED*
- Martin Luther King Jr. Elementary
- McClymonds High
- New Highland Academy
- Parker Elementary School
- Prescott Elementary /PLACE
- Reach Academy
- Rise Community School
- ROOTS International Academy
- Rudsdale Continuation School
- Sankofa Academy
- West Oakland Middle School

Exhibit B

PERMIT TO ENTER

This Permit to Enter from Oakland Unified School District ("**Permit**") is entered as of _____, 2017, by and between Oakland Unified School District ("**OUSD**"), a California public school district, The Trust for Public Land ("**TPL**"), a California non-profit public benefit corporation, and Green Schoolyards America ("**GSA**"), a fiscally sponsored project of Earth Island Institute, a California non-profit benefit corporation.

By this Permit, OUSD gives TPL, its subcontractors and GSA permission to enter the following OUSD Site/s _____ for the purpose of designing and implementing the agreed upon improvements.

In exchange for this permission to enter the Property, OUSD requires that TPL, its subcontractors, and GSA agree to and shall:

(a) Release, protect, defend, indemnify, and hold harmless Landowner and its successors and assigns, respective directors, officers, employees, partners, and consultants from and against any and all liability, loss, damage, claims, demands, governmental penalties, governmental fines, cost and expense of whatsoever nature (including without limitation court costs and attorney fees) arising out of your negligent or wrongful acts in connection with your entering the Property.

(b) Comply with all applicable laws, rules, ordinances and regulations including fingerprinting requirements

(c) Notify and coordinate access with the individual Schools.

You understand and acknowledge that, in entering upon the Property, you may be exposed to site conditions which are dangerous. You assume any and all risks in entering, and while upon, the Property.

Please sign and print your name on the attached sheet, agreeing to the above terms.

This Permit to Enter shall not be valid unless and until it is signed by all parties, with a signed copy returned (via email or U.S mail) to the other party.

OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district

By: _____ Date: _____

Cesar Monterrosa, Director of Facilities

THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation

By: _____ Date: _____

Guillermo Rodriguez, California State Director

GREEN SCHOOLYARDS AMERICA, a fiscally sponsored project of **Earth Island Institute**, a California non-profit public benefit corporation

By: _____ Date: _____

Sharon Danks, Executive Director, Green Schoolyards America

By: _____ Date: _____

David Phillips, Executive Director, Earth Island Institute

Exhibit C

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the _____ School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit D

California Coastal Conservancy Grant Agreement on following pages

STATE OF CALIFORNIA
STANDARD AGREEMENT
 Std 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 17-032	AM NO
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO 23-7222333	

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, 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 The Trust for Public Land		, 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 The Trust for Public Land ("the grantee") a sum not to exceed \$566,000 (five hundred sixty-six thousand dollars), subject to this agreement. The grantee shall use these funds to complete the following project ("the project") at five public schools in the City of Oakland, County of Alameda, as shown on Exhibit 1, 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.) The Trust for Public Land		
BY (Authorized Signature) 	BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Guillermo Rodriguez, California State Director		
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS 101 Montgomery Street, Suite 1100 San Francisco, CA 94104 Phone: (415) 800-5296		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$566,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE Water Quality, Supply and Infrastructure...(Prop 1)		
	(OPTIONAL USE) Living Schoolyards for Oakland			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	ITEM 3760-101-6083007(B862)	CHAPTER 23	STATUTE 2016	FISCAL YEAR 16/17
TOTAL AMOUNT ENCUMBERED TO DATE \$566,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Prop 1 - Conservancy Programs			

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

Erlinda Corpuz
Procurement and Contracts Manager

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

SIGNATURE OF ACCOUNTING OFFICER 	DATE
-------------------------------------	------

- GRANTEE ACCOUNTING PROJECT MANAGER CONTROLLER STATE AGENCY

SCOPE OF AGREEMENT (Continued)

The grantee shall, on the grounds of five public schools serving disadvantaged communities in Oakland, remove approximately 0.5 acres of asphalt from the school grounds and replace it with native plant landscaping, nature-based outdoor education and play areas, vegetable gardening spaces, bioswales, and shade trees.

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 \$40,000 and any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The board of directors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
 - a. A work program for the project, as provided in the "WORK PROGRAM" section, below.
 - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in the "SIGNS AND ACKNOWLEDGMENT" section, below.
 - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in the "BONDING" section, below.
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
 - b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT (Continued)

4. The grantee and Oakland Unified School District (OUSD) have entered into an agreement sufficient to enable the grantee to implement, maintain, and monitor the project consistent with the terms of this agreement.

Notwithstanding the above, the grantee may begin to prepare plans, specifications and engineering work upon meeting conditions precedent no. 1, and upon the Executive Officer's review and approval of a separate work program (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform the work.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION 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 June 30, 2041 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by February 28, 2021 ("the completion date"). The grantee shall submit a final Request for Disbursement no later than March 31, 2021.

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its September 28, 2017 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

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 shall include:

1. Construction plans and specifications which have been certified by a licensed architect or registered engineer, or approved by OUSD's Facilities Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall 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 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. The grantee shall review the plans on-site with Conservancy staff.
4. A list of best management practices that will be implemented to reduce the project's greenhouse gas emissions.

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, including any applicable construction plans and specifications that have been certified or approved as described above, 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 construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

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

SIGNS AND ACKNOWLEDGMENT

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

The grantee shall install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo, and directing the public to the project. The Conservancy shall provide to the grantee specifications for the signs. The signs shall also acknowledge funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats. 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 shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee and in favor of the Conservancy, individually or as a co-obligee, 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 shall not apply to any contract for less than \$20,000.

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

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION 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:

COSTS AND DISBURSEMENTS (Continued)

The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of construction and compliance with 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 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 forms. Each form shall be accompanied by:

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

COSTS AND DISBURSEMENTS (Continued)

3. A supporting progress report summarizing the current status of the project 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 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 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

Within thirty days of completion of construction of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. An inspection report by a licensed architect or registered engineer or OUSD's Facilities Director certifying completion of the project according to the approved work program.
2. Documentation that signs are installed as required by the "SIGNS AND ACKNOWLEDGMENT" section of this agreement.
3. A fully executed final "Request for Disbursement."

PROJECT COMPLETION (Continued)

4. "As built" drawings of the completed project and/or photographs documenting project completion.

Within thirty days of 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 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.

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 shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

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

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

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM (Continued)

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.

OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

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.

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

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

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

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, volunteers, 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:

INSURANCE (Continued)

- 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. 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 shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)
2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit 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.
 - c. Property Insurance: 90 percent of full replacement cost of the work installed pursuant to this agreement.
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

INSURANCE (Continued)

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 be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, 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.
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

INSURANCE (Continued)

received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. **Contractors.** The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
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 the implementation of the project, and the use, management, operation and maintenance of the real property. 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 grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

AUDITS/ACCOUNTING/RECORDS (Continued)

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 agreement, 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 deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

NONDISCRIMINATION (Continued)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) to determine its responsibilities. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (March 2015), available from the Conservancy on request, for additional information.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of 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, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

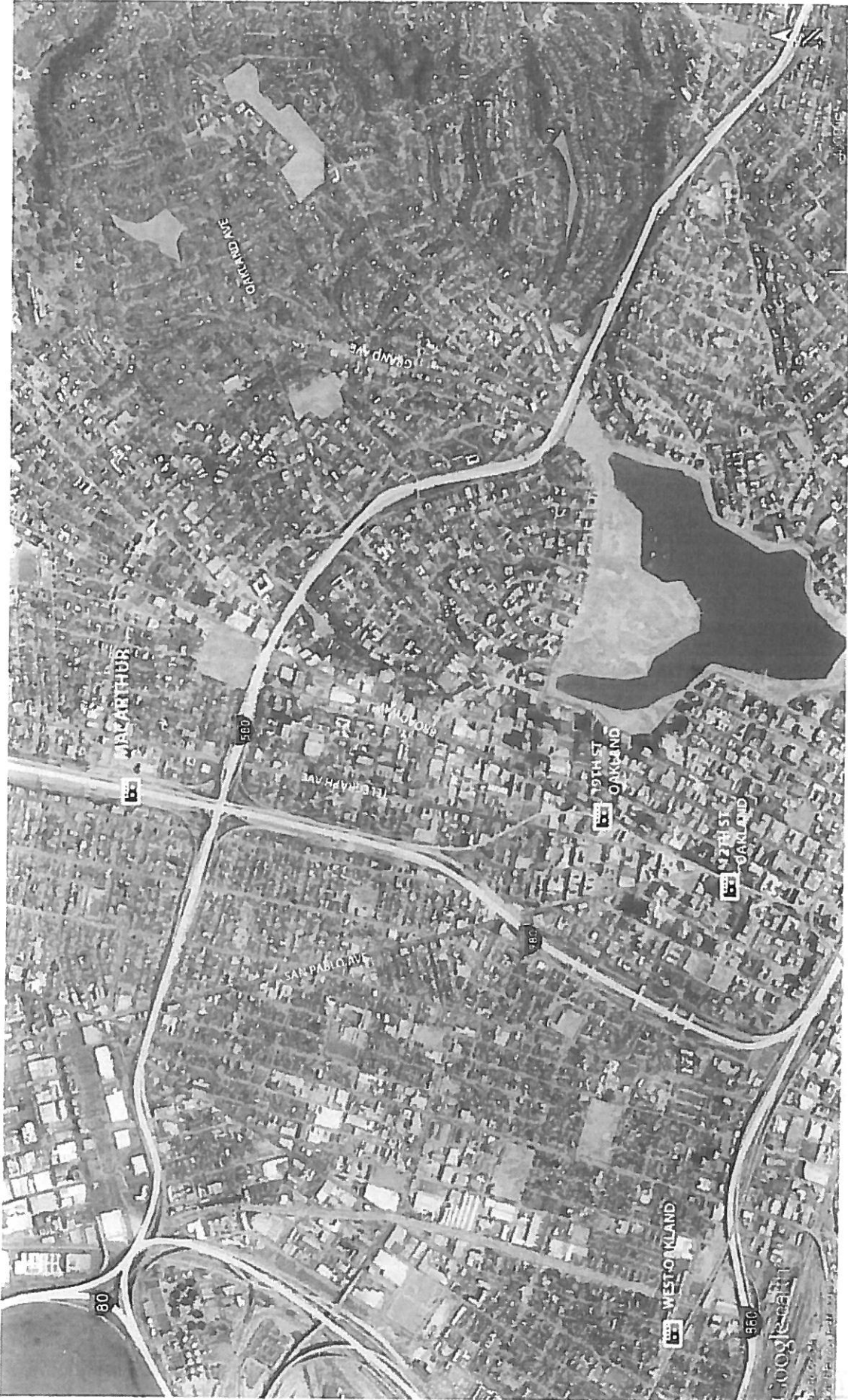
The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

Except as expressly provided in this agreement, no changes 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.



Emiliano Zapata Street Academy





Ralph J. Bunche High School





International Community School /
Think College Now





Melrose Leadership Academy





Markham Elementary

Exhibit 1 Project Locations



Living Schoolyards for Oakland

OAKLAND, CALIFORNIA

COASTAL CONSERVANCY

Staff Recommendation
September 28, 2017

LIVING SCHOOLYARDS FOR OAKLAND PROJECT

Project No. 17-019-01
Project Manager: Jessica Davenport

RECOMMENDED ACTION: Authorization to disburse up to \$566,000 to the Trust for Public Land to conduct the first pilot project of its Living Schoolyards Program in partnership with the Oakland Unified School District and Green Schoolyards America by converting asphalt playgrounds to living schoolyards with shade trees, native plant landscaping, nature-based outdoor education and play areas, vegetable gardening spaces, and bioswales to infiltrate stormwater on the grounds of five public schools serving disadvantaged communities in the City of Oakland, Alameda County.

LOCATION: Five public schools, City of Oakland, County of Alameda

PROGRAM CATEGORY: San Francisco Bay Area Conservancy

EXHIBITS

Exhibit 1: Project Locations, Photographs and Conceptual Designs

Exhibit 2: 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 sixty-six thousand dollars (\$566,000) to the Trust for Public Land to design and implement a pilot project that will replace asphalt with climate-appropriate, native plantings, trees, vegetable gardening spaces, bioswales, and nature-based outdoor education and play areas on the grounds of five public schools serving disadvantaged communities, subject to the following conditions:

1. No Conservancy funds shall be disbursed for the project until the Executive Officer of the Conservancy has reviewed and approved in writing:
 - a. A final work plan, including a budget and schedule.
 - b. The name and qualifications of any contractors that the Trust for Public Land intends to retain to carry out the project.
 - c. A signage plan that acknowledges Conservancy funding.

- d. A written agreement between the Trust for Public Land and the Oakland Unified School District, and any other necessary agreements, allowing the project to be implemented, maintained, and monitored, and protecting the public interest in the project.
2. The Trust for Public Land shall provide evidence that all necessary permits and approvals have been obtained.”

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 Chapter 4.5 of Division 21 of the Public Resources Code, regarding the San Francisco Bay Area Conservancy Program.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.
3. The Trust for Public Land is a nonprofit organization existing under section 501(c)(3) of the U.S. Internal Revenue Code, and whose purposes are consistent with Division 21 of the Public Resources Code.”

PROJECT SUMMARY:

The Trust for Public Land (TPL) has developed a Living Schoolyards Program in partnership with the Oakland Unified School District (OUSD) and Green Schoolyards America (GSA) that seeks to conduct its first pilot project by converting asphalt playgrounds to living schoolyards with native plant landscaping, nature-based outdoor education and play areas, vegetable gardening spaces, bioswales, and shade trees on the grounds of five public schools serving disadvantaged communities in Oakland. Staff recommends that the Conservancy authorize the disbursement of \$566,000 to TPL to design and implement this proposed pilot project.

The proposed project consists of removal of 0.49 acres of paving and installation of 0.46 acres of Bay-friendly drought-resistant landscaping, 17 new vegetable garden beds, and 50 trees in student-accessible locations. The project also includes construction of nature-based outdoor learning and play areas, meaning these areas will be integrated with the landscaping and gardens, and will be constructed using pervious, natural materials, e.g., seating made up of wood stumps or logs, play tunnels created with trees and shrubs, etc.

By replacing pavement with trees, landscaping, and nature-based education and play areas, all using drought tolerant Bay-friendly plants, the proposed project will help absorb stormwater from a half-acre drainage area and, since these areas drain to San Francisco Bay, improve water quality in the Bay. The planting of trees will reduce the urban heat island effect through increasing shade cover on the school grounds. Thus, the proposed project will improve Bay watershed health and help adapt to climate change.

The proposed project will provide low-income students at the five schools with nature areas for recreation and education. In addition, the proposed project will benefit the broader community because OUSD has a joint use agreement with the City of Oakland (City) that allows each school to provide for public use of the school grounds when not in use by the school. Thus, replacing pavement with native plantings and trees will increase access to neighborhood green space for

low-income student populations, as well as the broader community. The joint use agreement results in increased equity and access to resources for over 56,000 people within a ten-minute walk of the five sites.

The proposed project will result in a series of green spaces and gardens that serve as outdoor classrooms, facilitating environmental education and allowing students to care for and observe natural processes, including the behavior of stormwater in the urban environment. As a complementary part of its Living Schoolyards Program, TPL intends to work with GSA and OUSD to facilitate education about the environmental benefits and water resource sustainability components of the proposed project, and about the students' bioregion and their place in it. The outdoor spaces created by the proposed project will promote watershed stewardship and environmental literacy through hands-on learning and nature play; many of the school children have not previously had the opportunity to experience a curriculum of this kind.

The sites for this proposed project were selected based on the following criteria:

- Need of the population served by the schools, e.g., serving a disadvantaged community;
- Current state of the school site, i.e., high percentage of impervious cover and lack of vegetation; and
- Readiness of each individual school to implement and maintain the improvements, i.e., presence of a dedicated garden teacher or support from the principal and school community for the project.

The primary work product is to design and construct living schoolyards at five schools across Oakland (Exhibit 1). At each school, pavement will be removed and replaced with permeable surfaces and combinations of natural elements selected through the master planning process, which may include:

- Shade trees, which cool the schoolyard and help water filter into the soil;
- Native plants, which can be used for learning about habitat values and incorporated into art projects;
- Outdoor classrooms, composed of natural materials, such as tree stumps and wood chips;
- Raised planting beds for growing vegetables and learning about healthy eating habits; and
- Bioswales, which are vegetated areas designed for stormwater infiltration that can be used for learning about watershed functions.

As part of the proposed project, TPL will lead several design workshops with students, parents, teachers and school staff to learn about their aspirations and priorities for their schoolyards. Following the workshops, TPL will prepare a master plan for each school that represents each school community's vision for their schoolyard. TPL, partners, and consultants, including landscape architects, will then work with each school to refine designs for the greening elements, develop detailed construction drawings, and plan for implementation. TPL will seek necessary approvals from OUSD's Facilities Planning and Management Department and from the Department of the State Architect, which will ensure campus additions are safe and follow state guidelines. Once construction documents are approved, work that will require heavy machinery or specialized skills will be constructed by contractors. Once initial construction is complete,

each school community may coordinate volunteer workdays to plant trees and shrubs or build other improvements on the site.

Overall, the project will involve:

- Development of schoolyard master plans, including greening elements;
- Refinement of conceptual designs for greening elements into construction drawings;
- Implementation of construction projects;
- Post-project monitoring in the form of a user survey and report after implementation; and
- A summary of living schoolyard best practices to inform OUSD's Facilities Master Plan.

GSA will provide training for school principals to ensure that the improvements are connected to the curriculum in a meaningful way.

The Living Schoolyards Project is a partnership of TPL, OUSD and GSA. TPL has extensive experience managing construction projects and has been creating and enhancing parks, gardens, and greenways, and preserving natural open spaces in California since 1973. To help address the need for green space for the 80% of Americans that live in cities and metropolitan areas, TPL developed the Parks for People Program, and has successfully created green schoolyards in urban areas across the country. In New York, TPL has greened over 180 school grounds and will draw on their experience with participatory design and park development experience for its Living Schoolyards Program. The Conservancy has granted to TPL numerous times to facilitate urban greening, including support of the EcoVillage Farm Center in Richmond and creation of the Glen Canyon Park Master Plan.

GSA supports the project and brings 18 years of expertise in living schoolyard best practices, research and case studies. GSA's founder, Sharon Danks, has advised several California school districts, and collaborated with public agencies in support of children's health and environments. GSA's work was instrumental in initiating San Francisco's green schoolyard program which began twenty years ago and continues to thrive. GSA will provide training for school principals to ensure that living schoolyards are connected to the curriculum in a meaningful way.

OUSD has committed time and staffing to this project at both the school sites and the administrative levels, with the District's Facilities Planning and Management Department, the Garden Coordinator, and school communities being full partners in design, implementation and maintenance. The OUSD Garden Coordinator and individual schools will provide ongoing stewardship of the improvements. GSA and TPL will assist by connecting schools to existing environmental education resources and monitoring the improvements.

Site Description: OUSD has 120 schools on over 400 urban acres, mostly covered by dark and impervious asphalt and with very few trees or plantings. These paved areas contribute to the urban heat island effect and increase the flow of polluted stormwater runoff into adjacent culverted creeks. They also create unwelcoming conditions for Oakland's children. Asphalt can be up to 68°F hotter than the air temperature around it and when there are no trees or shade, conventional schoolyards adversely impact the health of students and surrounding communities.

The five schoolyards selected are primarily covered with impervious paving. Areas that are unpaved and/or have canopy cover are often inaccessible to students and therefore provide few benefits to them.

Markham Elementary School: Markham is a K-5 school with 350 students, of which 54% are Latino and 38% African American. The school is in the Eastmont neighborhood, two blocks from an open creek draining into San Leandro Bay. The 2.76-acre school site is currently 90% impervious paving and rooftops with current annual stormwater runoff estimated at 1,668,775 gallons.

Melrose Leadership Academy: Melrose is a Spanish/English K-8 school with 495 students: 70% are Latino, 13% are African American, and 11% are Caucasian. The school is in East Oakland, in the urbanized Peralta Creek watershed which drains into San Leandro Bay. The 3.3-acre school site is 84% impervious paving and rooftops with current annual stormwater runoff estimated at 1,796,938 gallons. During the school day, 0% of unpaved surfaces and 0% of the campus tree canopy is available to students.

International Community School/ Think College Now (ICS/TCN): ICS shares a campus with TCN. Both are K-5 schools, but demographics are different. ICS has 322 students: 92% Latino, 2% Asian/Pacific Islander, 2% African American. TCN has 306 students: 70% Latino, 9% Asian/Pacific Islander, 15% African American. The campus is in the Fruitvale neighborhood, in the Sausal Creek watershed, half a mile from the Bay. The 4.5-acre school site is 93% impervious paving and rooftops with annual stormwater runoff estimated at a 2,736,861 gallons. Several trees are located south of the main play yard, but due to a grade change do not shade the blacktop.

Ralph J. Bunche High School: Bunche is a 9-12 continuation high school with 201 students: 29% are Latino, 63% are African American, and 4% are Asian/Pacific Islander. The school is in West Oakland, located .75 miles from the Bay. The 3-acre school site is 91% impervious paving and rooftops with annual stormwater runoff estimated at a 1,821,389 gallons. Existing trees and unpaved areas are far from the main buildings, making it necessary to cross a large stretch of asphalt to access shade.

Emiliano Zapata Street Academy Alternative School: Street Academy is a 9-12 school with 83 students: 56% are African American, 33% are Latino, and 5% are Asian/Pacific Islander. The school is in Central Oakland, in the Glen Echo watershed, a half mile from Lake Merritt. The 1.25-acre site is 84% impervious paving and rooftops with current annual stormwater runoff estimated at 682,103 gallons. Student-accessible tree canopy is 3%; unpaved accessible spaces account for only 1% of the campus.

Project History: In 2015 TPL initiated a collaboration with OUSD and Melrose Leadership Academy through intensive participatory design process that resulted in a Living Schoolyard Master Plan for that school. This set the stage for work with the other OUSD school sites to develop plans for their particular grounds and identify areas for asphalt removal.

TPL has successfully implemented previous Conservancy grants to facilitate urban greening in the San Francisco Bay Area, including \$700,000 authorized in October 2002 to acquire the site of the EcoVillage Farm Center in Richmond and \$289,950 authorized in December 2012 to develop a master plan for Glen Canyon Park in San Francisco. TPL is currently managing implementation of the Iron Triangle Urban Greening Project, for which the Conservancy

authorized a \$500,000 grant to the City of Richmond in February 2017, which will plant trees and create bioswales in the City's most underserved neighborhood.

PROJECT FINANCING

Coastal Conservancy	\$566,000
Trust for Public Land (General Program Funds)	\$40,000
Project Total	\$606,000

The expected source of funding for this \$566,000 authorization is the fiscal year 2017/18 appropriation to the Conservancy from the "Water Quality, Supply, and Infrastructure Improvement Act of 2014" (Proposition 1, Division 26.7 of the Water Code, § 79700 et seq.). Funds appropriated to the Conservancy derive from Chapter 6 (commencing with Section 79730) and may be used "for multi-benefit water quality, water supply, and watershed protection and restoration projects for the watersheds of the state" (Section 79731). Section 79732(a) identifies the specific purposes of Chapter 6, of which the following pertain to this project: subsections (a)(2): implement watershed adaptation projects in order to reduce the impacts of climate change on communities and ecosystems; (a)(11): reduce pollution or contamination of rivers and streams, and protect or restore natural system functions that contribute to water supply, water quality, or flood management; and (a)(9): protect and restore urban watershed health to improve watershed storage capacity, protection of life and property, stormwater resource management and greenhouse gas reduction.

As required by Proposition 1, the proposed project provides multiple benefits and will help achieve the above-referenced Chapter 6 purposes. By replacing pavement with trees, landscaping, gardens and nature-based outdoor nature education and play spaces, using drought tolerant Bay-friendly landscaping, the project will help absorb stormwater from a half-acre drainage area and, since these areas drain to San Francisco Bay, improve water quality in the Bay. The planting of 50 trees will address climate change by reducing the urban heat island effect through increasing shade cover on the school grounds.

OUSD and school volunteers will provide in-kind contributions of their time to the project for planting and stewardship of native plants.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed project would be undertaken pursuant to Chapter 4.5 of the Conservancy's enabling legislation, Public Resource Code (PRC) Sections 31160-31165, which states that the Conservancy may award grants in the nine-county San Francisco Bay Area to help achieve the goals of the San Francisco Bay Area Conservancy Program. The proposed project is located in Alameda County, one of the nine San Francisco Bay Area counties.

Pursuant to PRC Section 31162(d), the Conservancy is authorized to award grants to "promote, assist, and enhance projects that provide open space and natural areas that are accessible to urban populations for recreational and educational purposes." By converting five asphalt school yards to landscaped natural areas that will then become available for use by surrounding residents, this project will provide natural areas that are accessible to both students and other residents of the City of Oakland for recreational and educational purposes.

Pursuant to PRC Section 31163(b), the Conservancy is authorized to award grants to “support interagency actions and public/private partnerships in the San Francisco Bay Area ...providing for broad-based local involvement in, and support for, the San Francisco Bay Area Conservancy Program.” This project involves public and private partners making natural areas more accessible to urban communities.

This project is appropriate for prioritization under the selection criteria set forth in Section 31163(c) in that: (1) it is supported by adopted local or regional plans, such as the 2016 *Estuary Blueprint* (the San Francisco Estuary Partnership’s Comprehensive Conservation and Management Plan for the San Francisco Estuary), which calls for managing stormwater by using green infrastructure, such as rain gardens that slow and filter polluted runoff; (2) it will include multi-jurisdictional participation by building on lessons learned from the San Francisco’s green schoolyard program and providing a model for other area schools and districts; (3) TPL is ready to commence work immediately upon award of Conservancy funding; (4) it will provide opportunities for benefits (urban greening) that would be lost if not quickly implemented; and (5) TPL has matching funds.

**CONSISTENCY WITH CONSERVANCY’S 2013 STRATEGIC PLAN
GOAL(S) & OBJECTIVE(S), AS REVISED JUNE 25, 2015:**

Consistent with **Objective 12M** of the Conservancy’s 2013-2018 Strategic Plan, the proposed project will improve public access, recreation and educational facilities by implementing projects that create and improve environmental educational programs, especially those that are available to urban populations. The project will result in new green, accessible open space in the community; the joint use agreement results in increased equity and access to resources for over 56,000 people within a ten-minute walk of the five sites. For students, the project results in a series of green spaces and gardens that serve as outdoor classrooms, facilitating environmental education and allowing students to care for and observe natural processes including the infiltration of rainwater in the urban environment. It will also contribute to achieving **Objective 11F** of the Strategic Plan by enhancing watershed functions and processes for the benefit of wildlife and water quality.

**CONSISTENCY WITH CONSERVANCY’S
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy’s Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

Required Criteria

1. **Promotion of the Conservancy’s statutory programs and purposes:** See the “Consistency with Conservancy’s Enabling Legislation” section above.
2. **Consistency with purposes of the funding source:** See the “Project Financing” section above.
3. **Promotion and implementation of state plans and policies:** The project will help achieve Strategy 6 of the CA Climate Adaptation Strategy, “Prioritize climate risk communication, education, and outreach efforts to build understanding among all Californians,” by providing an economically disadvantaged, park poor community of students and neighbors with natural



open space and resources to experience hands-on learning. The Health Implementation Plan of the Safeguarding California Plan specifically identifies urban greening as a strategy to reduce the impacts of extreme heat events and heat islands.

4. **Support of the public:** All five school principals and their teachers and garden coordinators support this project.

In addition, the following individuals and public officials support this project (Exhibit 2):

- State Senator Nancy Skinner
 - Roseann Torres, Board of Education Director, OUSD
 - Cesar Monterrosa, Director of Facilities Planning and Management, OUSD
 - Renee Lafrenz, Sustainability and Energy Manager, OUSD
 - Grey Kolevzon, Garden Program Specialist, OUSD
5. **Location:** The project is located in the City of Oakland in Alameda County, within the jurisdiction of the San Francisco Bay Area Conservancy Program.
6. **Need:** The project will not occur without Conservancy participation. OUSD is fully supportive and willing to contribute in-kind support, but due to budget cuts is unable to fund these pilot projects. The OUSD Facilities Department is currently working on updating the Facilities Master Plan that will guide their improvements for the next few years. The pilot projects will provide valuable information and lessons to inform how OUSD can make green schoolyards the rule rather than the exception. The Facilities Master Plan will also inform what will be included in the next school bond for Oakland. The timing is critical if green schoolyards are to be considered during the next round of OUSD improvements.
7. **Greater-than-local interest:** The project is of regional interest because it reduces disparities in access to natural areas, improves water quality entering the San Francisco Bay, and reduces the urban heat island effect while increasing carbon sequestration, within a disadvantaged urban community. It also provides a model for non-profit and school district planning and cooperation that could be followed around the region.
8. **Sea level rise vulnerability:** None of the project sites are located in an area affected by a projected 1.4-meter sea level rise.

Additional Criteria

10. **Resolution of more than one issue:** The City of Oakland has over 400 acres of outdoor space on school grounds, including asphalt parking lots, that could benefit from green schoolyard designs. Designs will improve environmental function—stormwater management, air quality improvement, climate change mitigation—while providing opportunities for hands-on learning across the curriculum, including opportunities for classroom gardening, science experiments, art classes, and physical and emotional development.
11. **Leverage:** See the “Project Financing” section above. In addition, Kaiser Permanente of Northern California previously provided grant funding to TPL to assess the feasibility of developing a living schoolyards program in Oakland. This included conducting a needs assessment, engaging OUSD leadership, identifying barriers and opportunities to greening

schoolyards, exploring potential funding, and educating policymakers and stakeholders about the benefits of green schoolyards.

14. **Readiness:** TPL has a long history of working with under-resourced communities and with vulnerable populations and has been coordinating with the OUSD and GSA to develop this project. The sites were selected based on readiness, meaning the existence of support within the schools for the project and the ability to proceed through design to implementation. Prior to starting construction, TPL will seek necessary approvals from OUSD's Facilities Planning and Management Department and from the Department of the State Architect, which will ensure campus additions are safe and follow state guidelines.
17. **Cooperation:** The proposed project is a partnership among TPL, OUSD and GSA. TPL is developing a Bay Area Living Schoolyards Program for greening across Oakland and potentially in other vulnerable Bay Area communities. OUSD supports the project and will incorporate living schoolyard best practices into their Facilities Master Plan for capital improvements. OUSD departments which have been involved include Buildings and Grounds and Facilities Planning and Management (see Exhibit 2 for letters of support from OUSD). GSA supports the project and brings 18 years of expertise in living schoolyard best practices, research and case studies.
18. **Vulnerability from climate change impacts other than sea level rise:** The urban heat island effect will be exacerbated by climate change. The project will plant 50 trees to shade schoolyards to reduce ambient temperatures. Climate change is expected to result in more extreme rainfall events that can cause localized flooding. The project's green spaces will absorb stormwater runoff, reducing the volume of water contributing to flood flows.
19. **Minimization of greenhouse gas emissions:** Greenhouse gas sources related to the project include construction equipment and fuel, transportation of new materials for the schoolyard, and demolition and disposal of materials (such as asphalt removal). Wherever feasible, materials will be selected that reuse or recycle existing materials and support sustainable production practices. The project will use salvaged, recycled and locally sourced materials as much as feasible.

COMPLIANCE WITH CEQA:

The proposed project is exempt from California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines at 14 Cal. Code Regs. sections 15304 and 15311. Section 15304 exempts minor alterations in the condition of land, water and/or vegetation that do not involve removal of healthy, mature trees. Section 15311 exempts construction of minor structures accessory to existing commercial, industrial or institutional facilities. The proposed project is exempt pursuant to these sections because it entails minor alteration of five school yards by replacing asphalt with native plant landscaping, gardens, bioswales and nature-based education and play areas. To the extent the project includes construction of nature-based outdoor learning areas and play structures, these are minor structures accessory to the school facilities. Upon Conservancy approval, staff will file a Notice of Exemption.