

CITY OF OAKLAND
AGENDA REPORT

2010 JUN 30 AM 10: 59

TO: Office of the City Administrator
ATTN: Dan Lindheim
FROM: Office of Parks and Recreation
DATE: July 13, 2010

RE: **Resolution Authorizing the City Administrator to Approve, Accept and Appropriate a Grant Contract Awarding Two Hundred Thousand Dollars (\$200,000) in Grant Funds from the Stewardship Council Infrastructure Grant for the Lincoln Square Outdoor Recreation Corridor Project**

SUMMARY

Staff recommends City Council approval of a resolution authorizing the City Administrator to approve the grant award contract (*Exhibit B*), and accept and appropriate \$200,000 in grant funds from the Stewardship Council (SC) Infrastructure Grant to implement only the Lincoln Square Outdoor Recreation Corridor Project (Project). The Project will create a youth centered recreation area with a multipurpose playing field, ball courts, and community stage and game tables. The Lincoln Square Outdoor Recreation project was selected due to the densely populated area and lack of open green space. Pursuant to the State of California's Children's Outdoor Bill of Rights to encourage cooperation between public and private entities involved in outdoor recreation, public lands and tourism in California, SC sought to accept proposals for grant funds to support larger scale efforts to improve community parks and open space to make them more accessible, viable and safe for children and youth. Therefore, the Lincoln Square Outdoor Recreation Corridor Project was selected to provide an avenue for youth, young adults and seniors to enjoy the outdoor area and appreciate nature education in the San Francisco Bay Estuary and the Lake Merritt Corridor in a densely populated area.

The first two years of stewardship (2011-2013) for the Lincoln Square Outdoor Recreation Corridor Project will be the responsibility of the publicly selected contractor after which time stewardship/maintenance responsibilities will revert to the Public Works Agency (PWA), Lincoln Square Elementary School and Neighborhood user groups. Over time there will be an increase in maintenance requirements due to a new irrigation system, trees and plants. While the playing field will be routinely maintained by community ball field users and the Office of Parks and Recreation (OPR) Ball Field crew, the perimeter fencing and irrigation will eventually require maintenance servicing by the Public Works Agency. OPR and PWA will utilize existing budget authority and personnel to maintain the project.

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FISCAL IMPACT

The City applied for and will receive, upon authorization from the Council, \$200,000 from SC to implement the Lincoln Square Outdoor Recreation Corridor Project including an artificial turf multi-purpose playing field, game tables, and a community stage area. The grant funds will be appropriated to Office of Parks & Recreation Grants Fund (2996), Lincoln Square Recreation Center Organization (502234) and a Project to be determined.

The first two years of stewardship (2011-2013) for the Lincoln Square Outdoor Recreation Corridor Project will be the responsibility of the publicly selected contractor after which time stewardship responsibilities will revert to the Public Works Agency (PWA), Lincoln Square Elementary School and Neighborhood user groups. Annual increased maintenance costs are estimated at \$5,500. OPR and PWA will utilize existing budget authority and personnel to maintain the project. There are no matching funds required from the City of Oakland by this grant.

BACKGROUND

Staff in the Community and Economic Development Agency (CEDA) and Office of Parks and Recreation (OPR) jointly submitted an application for grant funds to SC for the 2009-2010 Infrastructure Grant on July 17, 2009. The grant opportunity was deemed to warrant a proposal because it offered Oakland an opportunity to increase open recreational green space within the densely populated downtown area and provide an additional safe, designated, and accessible ball field space for Oakland youth and young adults.

In the early 1920's, Downtown Oakland Chinatown's Lincoln Square Playground was a dirt lot where young Chinese boys and men played sandlot baseball. Years later, they competed in regional games bringing unity to the community, with some players advancing to semi-pro teams. Currently, the playground is an asphalt yard, with three basketball courts, and two children's play areas. The project will fill a huge void in the community by providing a facility where users will be able to experience "turf-based" field activities.

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KEY ISSUES AND IMPACTS

The City is required to enter into a contract agreement with SC in order to receive grant funds. The proposed resolution authorizes the City Administrator to enter into the grant contract and appropriate the \$200,000 from SC for the Lincoln Square Recreation Corridor Project.

PROJECT DESCRIPTION

The varied programs at Lincoln Square Recreation Center tend to reflect the Asian Culture, in that Tai Chi and a variety of Chinese Dance classes are offered to adults and seniors. Youth programs focus on Basketball, as it is the only competitive sport that can be played on the asphalt yard. This is the premise for building a "turf-type" field so that the community can be exposed to traditional grass-based sports and recreation.

The proposed project will provide a wildlife corridor for families, visitors and youth connecting them to green space beyond the asphalt areas of their community. The environment surrounding the field will include educational interpretative features connecting park users to local resources such as the Lake Merritt Wildlife Refuge, Rotary Nature Science Center, Museum of California, and the San Francisco Bay. Children of the surrounding community will help design educational brochures about the native species that can be found at Lake Merritt, Channel Park and the Oakland Estuary leading to the Bay.

The project location was cited as the most viable property in a survey by the National Council on Crime and Delinquency (Fall 2008). There are over 20 Public Bus lines coming from the entire region within a three block walk; Two Bay Area Rapid Transit (BART) Stations serving the San Francisco Bay Area are within a four block walk; over fifteen schools (Pre-K through Junior College) are within a 15 minute walk.

The specific location of this project is Alice Street (closed to traffic for over 30 years) between 10th and 11th Streets in Oakland, California. Alice Street is bordered by the Lincoln Elementary School on the Eastern border, and the Lincoln Square Playground on the Western border.

SUSTAINABLE OPPORTUNITIES

Economic: Installing additional open green space in place of the existing pavement will increase the aesthetic elements of the surrounding area and possible property values. Providing more recreational space attracts visitors and increases service delivery to Oakland residents.

Environmental: Increased green space is listed among the United States Environmental Protection Agency's possible mechanisms to reduce the Heat Island Effect. Currently the project area is covered by asphalt pavement; which carries toxic runoff to municipal drainage facilities and the Bay; installation of a new field will increase the storm water filtration processes; thus supporting the Bay Friendly Landscaping Ordinance. Bringing people and nature together addresses the Nature Deficit Syndrome and helps address health issues like obesity, diabetes and heart problems by encouraging walking to stress reducing areas.

Social Equity: The Project will provide much needed open recreational space for a densely populated and underserved population of youth and young adults. The high concentration of schools, community centers and public facilities in a downtown urban area has resulted in the need to provide additional open space recreation opportunities. The corridor will be a reflection of the diversity of nature and the diversity of cultures of our city, helping to eradicate the cultural barriers and showing the interconnected relationship all animal and plant life have which is needed to exist in harmony.

DISABILITY AND SENIOR CITIZEN ACCESS

The Lincoln Square Field Installation Project will be designed and installed in accordance with all ADA and Senior Citizen access guidelines, considerations and field knowledge.

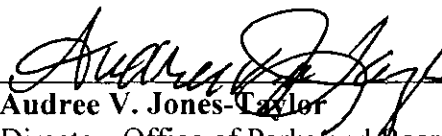
RECOMMENDATION AND RATIONALE

Staff recommends that the City Council authorize, accept and appropriate \$200,000 of Stewardship Council grant funds in order to install an open playing field at the Lincoln Square Recreation Center. ~~located~~

REQUESTED OF THE CITY COUNCIL

Staff requests that the City Council approve the resolution authorizing the City Administrator to enter into a grant contract and to approve, accept and appropriate Two Hundred Thousand Dollars (\$200,000) in grant funds from the Stewardship Council for the Lincoln Square Outdoor Recreation Corridor Project.

Respectfully submitted,


Audree V. Jones-Taylor
Director, Office of Parks and Recreation

Prepared by: Mark Hall, Special Project Assistant

APPROVED AND FORWARDED TO THE
LIFE ENRICHMENT COMMITTEE:



OFFICE OF THE CITY ADMINISTRATOR

Attachments:

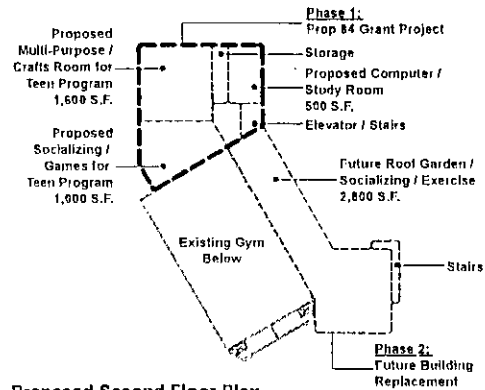
- Exhibit A: Diagram of the Lincoln Square Park and Proposed Improvements
- Exhibit B: Stewardship Council Contract Template

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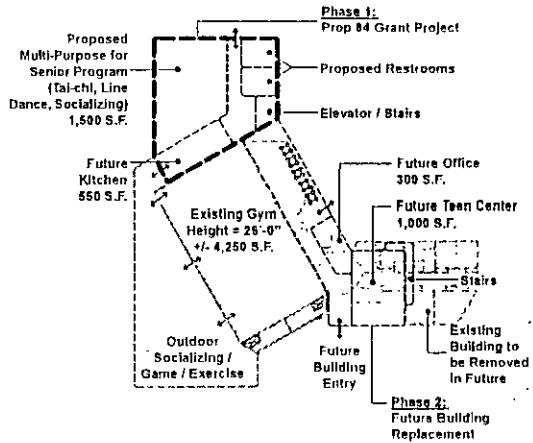
EXHIBIT A

Existing Gym:	± 4,250 S.F.
Existing Rec Center (Without Gym):	± 4,050 S.F.
Existing Total Building:	± 8,300 S.F.
Phase 1 - New 2-Story Addition:	7,200 S.F. (3,600 S.F. Each Floor)
Phase 2 - Rec Center Replacement:	4,050 S.F.
Existing Gym to Remain:	4,250 S.F.
Total Building Area:	14,700 S.F.

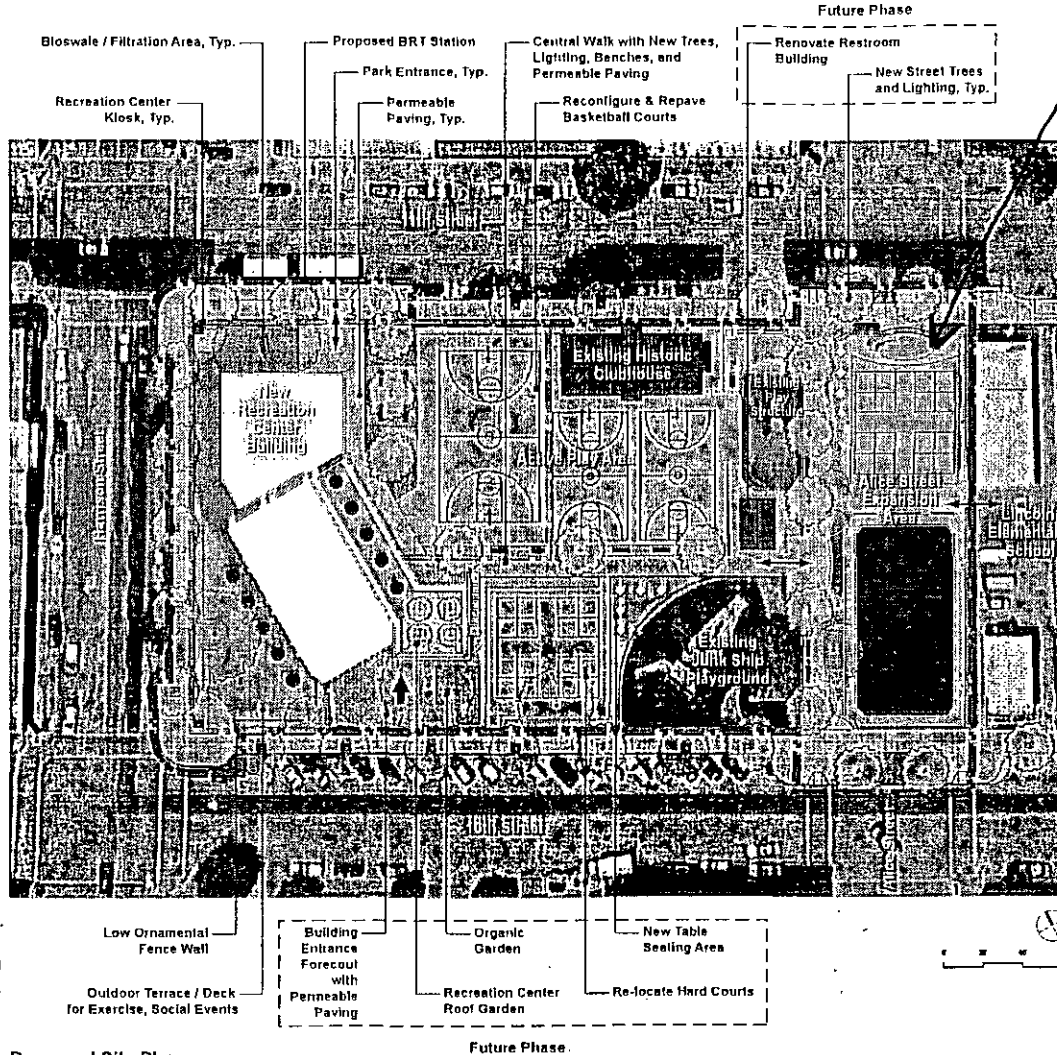
Net Additional Area (After Full Addition): 6,400 S.F.



Proposed Second Floor Plan



Proposed First Floor Plan



Proposed Site Plan

Prop. 84 Grant Key Improvements:

Park Improvements:

- Basketball Courts reconfiguration & repaving
- New outdoor terrace/deck for passive use, exercise, and social events
- Bldg. Entry improvement
- Misc. site improvements, such as new fencing and seating, pathways, trees, general lighting improvements as required

Recreation Center Addition: New Two-Story Recreation Bldg. addition for

- Multi-purpose room and classrooms,
- Teen program spaces
- Support spaces as required

(Note: Alice Street Expansion Area funded by non-Prop. 84 grant sources)

Propose Future Improvements:

Park Improvements:

- Renovate existing restroom building
- New native planting or organic garden
- Relocate hard courts as required
- New 10th St. entry court

Recreation Center Replacement:

- New Phase 2 Bldg. replacement
- New roof garden
- New kitchen
- Upgrade existing gym
- New associated support spaces as required

Park Area

Grant Application Area

Lincoln Square/Alice Street Stewardship Grant Exhibit B - Grant Contract

Audree V. Jones-Taylor
City of Oakland
Office of Parks and Recreation
250 Frank H. Ogawa Plaza, Suite 3330
Oakland, CA 94612

Pacific Forest and Watershed Lands Stewardship Council, a California nonprofit public benefit corporation ("Stewardship Council"), has decided to accept the grant proposal ("Proposal") submitted by the City of Oakland Office of Parks and Recreation ("Grantee"), for an award in the amount of \$200,000.00 (the "Grant"). This letter agreement ("Letter Agreement") sets forth the terms and conditions of the Grant.

1. The Stewardship Council hereby grants to Grantee [TWO HUNDRED THOUSAND] Dollars (\$200,000) (the "Grant Funds").
2. The Grant is being awarded as part of the Stewardship Council Year and Grant Type grant round. The Grant Period for this Grant is [Date] through [Date].
3. No part of the Grant Funds may be used to attempt to influence legislation, carry on propaganda or otherwise carry out lobbying activities within the meaning of Section 4945(e) of the Internal Revenue Code.
4. No part of the Grant Funds may be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.
5. No part of the Grant Funds may be used for purposes other than charitable, scientific, literary, or educational purposes.
6. Specifically, the Grant Funds shall be used only for the Program Name, as described in Exhibit A attached hereto and on the Budget attached as Exhibit B, and for no other purpose without the prior written consent of the Stewardship Council. It is understood that the intended use of the Grant Funds is to serve youth between the ages of 13 and 18 (grades 7-12 for school-based programs) within the geographic scope of the Stewardship Council in Northern and Central California. Any part of the Grant Funds not so used must be returned promptly to the Stewardship Council. The Stewardship Council reserves the right to discontinue or modify payments or require total or partial refund of Grant Funds in the event Grantee fails to comply with the terms and conditions of this Letter Agreement.
7. Grantee hereby represents that all information provided by Grantee in the Proposal and any other submissions to the Stewardship Council is true and accurate in all material respects. If any of the information changes in any material respect before the Grantee's use of all Grant Funds, Grantee shall promptly provide a written update of such information to the Stewardship Council.
8. Upon completion of use of the Grant Funds, but no later than thirty (30) days after the close of the Grant Period, Grantee will furnish the Stewardship Council with a full and complete written report detailing all expenditures made from Grant Funds and indicating the progress made toward achieving the goals of the Grant.
9. The Stewardship Council shall have the right to inspect the books, records and physical properties of Grantee and evaluate Grantee's use of Grant Funds, so long as



Lincoln Square/Alice Street Stewardship Grant Exhibit B - Grant Contract

(i) such inspection or evaluation occurs during regular business hours; (ii) such inspection or evaluation does not unreasonably interfere with Grantee's regular operations; and (iii) the Stewardship Council provides at least three (3) days prior notice of any such inspection or evaluation. Grantee agrees to cooperate with and provide information to the Stewardship Council in connection with any inspection or evaluation conducted pursuant to this Letter Agreement.

10. Grantee will indicate the Grant Funds separately on its books of account, charge expenditures made in furtherance of the Grant purposes against the Grant Funds, and keep records adequate to enable the use of the Grant Funds to be checked readily.

11. Grantee will keep these records, along with copies of the reports submitted to the Stewardship Council, for at least four years, and make the records available to the Stewardship Council at reasonable times.

12. The Stewardship Council's obligations under this Letter Agreement shall not exceed the grant amount in paragraph 1 above.

13. This Letter Agreement shall commence on the later of (i) the date of full execution by the parties, and (ii) the date the Grant Funds are delivered to the Grantee. This Letter Agreement shall terminate upon Grantee's use of all of the Grant Funds as contemplated by this Letter Agreement, or upon the return of any unused Grant Funds, provided, however, that the provisions in paragraph 11 shall survive for four years after termination and the provisions of paragraph 20 shall survive the termination of this Letter Agreement indefinitely.

14. Grantee agrees to provide the Stewardship Council with copies of any public announcements or press releases regarding the Grant. Grantee will not make any other use of the Stewardship Council's name or logos without the prior written approval of the Stewardship Council.

15. Grantee agrees to maintain insurance policies consistent with industry standards for organizations of its size and operations.

16. Nothing in this Letter Agreement shall be construed as creating a partnership, joint venture, or agency relationship between Grantee and the Stewardship Council.

17. Grantee shall conduct all of its activities under this Letter Agreement and otherwise in accordance with all applicable laws and regulations.

18. Grantee agrees that in conducting its activities under this Letter Agreement, including Grantee's use of the Grant Funds, Grantee shall not knowingly discriminate on the basis of race, color, religion, gender, national origin, age, medical condition, veteran status, marital status, disability, ancestry, sexual orientation, or any other characteristic protected by law, except to serve historically disadvantaged groups.

19. Grantee does not knowingly employ individuals or contribute funds to organizations found on any terrorist-related list prepared by the U.S. Government, the United Nations, or the European Union, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice's Terrorist Exclusion List, or the list attached to Executive Order 13224. Should any change occur with respect to the preceding sentence, Grantee will notify the Stewardship Council within 7 days of such change.



Lincoln Square/Alice Street Stewardship Grant Exhibit B - Grant Contract

20. Grantee shall and does hereby indemnify, defend, and hold harmless the Stewardship Council, and the Stewardship Council's past, present and future officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that Stewardship Council may incur or suffer and that result from, or are related to, the award of the Grant to or use of the Grant Funds by Grantee.

21. All written communications sent by the parties may be by email, US. mail, overnight courier, or by fax, and shall be addressed as follows:

To Grantee: 250 Frank Ogawa Plaza
Oakland, CA 94619
Fax: 510-238-3817
Primary Contact Email:
Attention: Audree V. Jones-Taylor

To Stewardship Council:
15 N. Ellsworth Avenue, Suite 100
San Mateo, CA 94401
Fax: Email:
Attention: Steve Hagler, Director of Youth Investment

22. The benefits to be provided under this Letter Agreement are personal in character, and may not be assigned or transferred by Grantee unless first approved by the Stewardship Council in writing. Subject to the foregoing restriction on assignments and transfers, this Letter Agreement shall be binding upon and inure to the benefit and burden of the parties and their respective heirs, successors and assigns.

23. This Letter Agreement may not be amended or modified except by written instrument, signed by Grantee and the Stewardship Council. This Letter Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein.

24. This Letter Agreement shall be governed by the laws of the State of California without regard to California conflict of laws principles.

25. This Letter Agreement may be executed in counterparts which together shall constitute a single agreement. Facsimile signatures shall have the force and effect of original signatures.



**Lincoln Square/Alice Street Stewardship Grant
Exhibit B - Grant Contract**

Sincerely,

Pacific Forest and Watershed Lands Stewardship Council,
a California Nonprofit Public Benefit Corporation

By: Name: Allene Zanger Title: Executive Director

Date:

Accepted and Agreed to by:

Organization Name

By:
Name
:
Title:

Date:



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2010 JUN 30 AM 11:00

Approved as to Form and Legality

Oakland City Attorney's Office

OAKLAND CITY COUNCIL

Resolution No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE, ACCEPT AND APPROPRIATE A GRANT CONTRACT AWARDING TWO HUNDRED THOUSAND DOLLARS (\$200,000) IN GRANT FUNDS FROM THE STEWARDSHIP COUNCIL INFRASTRUCTURE GRANT FOR THE LINCOLN SQUARE OUTDOOR RECREATION CORRIDOR PROJECT

WHEREAS, pursuant to the State of California's Children's Outdoor Bill of Rights to encourage cooperation between public and private entities involved in outdoor recreation, public lands and tourism in California, Stewardship Council sought to accept proposals for grant funds to support larger scale efforts to improve community parks and open space to make them more accessible, viable and safe for children and youth; and

WHEREAS, the Lincoln Square Outdoor Recreation Corridor Project was selected for grant funding because it will provide an avenue for youth, young adults and seniors to enjoy outdoor recreation and create a wildlife corridor in a densely populated area lacking open space, connecting the community to Lake Merritt, the Oakland Estuary and San Francisco Bay; and

WHEREAS, the Lincoln Square Outdoor Recreation Corridor Project will create a youth centered recreation area with a multipurpose playing field, ball courts, community stage and game tables; and

WHEREAS, staff in the Community and Economic Development Agency and the Office of Parks and Recreation jointly submitted an application for grant funds to the Stewardship Council for the 2009-2010 Infrastructure Grant on July 17, 2009 for the Lincoln Square Outdoor Recreation Corridor Project; and

WHEREAS, the City of Oakland Office of Parks and Recreation will receive, upon authorization from the Council, \$200,000 from the Stewardship Council for the Lincoln Square Outdoor Recreation Corridor Project; now, therefore, be it

RESOLVED, That the City Administrator is hereby authorized to approve, accept and appropriate a grant contract awarding two hundred thousand dollars (\$200,000) in grant funds from the Stewardship Council Infrastructure Grant for the Lincoln Square Recreation Corridor Project; and be it

FURTHER RESOLVED: That the Office of the City Attorney has approved this resolution as to form and legality, and a copy will be on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, AND
PRESIDENT BRUNNER

NOES -

ABSENT -

ABSTENTION -

ATTEST:

LATONDA SIMMONS
City Clerk and Clerk of the Council of
the City of Oakland, California