



Office of the Mayor

CONSENT CALENDAR

November 28, 2023

To: Honorable Members of the City Council

From: Mayor Jesse Arreguin

Subject: Accept grant funding of \$75,000 from San Francisco Foundation and amend Contract No. 32200161 with Creative Development Partners to extend consulting work associated with Equitable Black Berkeley Initiative.

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to receive \$75,000 of grant funds from the San Francisco Foundation (SFF) (see Attachment #2) for project support for the Equitable Black Berkeley (EBB) initiative and execute an amendment to Contract No. 32200161 with Creative Development Partners (CDP) to add \$75,000 to the existing ideation facilitator contract supporting the EBB for a total contact amount not to exceed \$200,000 and extending the contract term to September 30, 2024.

FISCAL IMPACTS OF RECOMMENDATION

The grant funds will be deposited and expensed from the One-Time Grant: No Capital Expenses Fund and will be appropriated in the First Amendment to the FY 2023/2024 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

On November 30, 2021, the City Council approved a \$50,000 grant from the San Francisco Foundation (SFF) grant to support a six-month process to ideate increasing affordable housing at the North Berkeley and Ashby BART stations. On November 29, 2022 City Council accepted a grant of \$75,000 from SFF and on January 17th, 2023, the City Council approved extending the contract to CDP. SFF increased the grant funding by an additional \$75,000 on November 1, 2023 to continue the work of the part time consultant in creating a plan, in collaboration with the community and multiple partners, to secure the funding needed to meet the project goals of maximizing affordable housing at and around the Ashby and North Berkeley BART sites within a reparative framework. In addition, the consultant will assist the City in outreach with Berkeley Flea Market vendors and community members, regarding resources to support the Berkeley Flea Market currently and plans for its relocation at a new Adeline Plaza as part of the new transit oriented development at Ashby Station.

BACKGROUND

Equitable Black Berkeley is an innovative, replicable model to support equity, opportunity and the well-being of Berkeley's Black community. It will underpin policies to repair harm, create financing vehicles to sustain community investment and ensure Black families

Accept Grant Funding from San Francisco Foundation and
Amend contract with Creative Development Partners to
Continue consulting services for Equitable Black Berkeley Initiative

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have a right to stay, right to return, and right to own/build equity. EBB will help alleviate the housing crisis and create the conditions for the South Berkeley community to thrive.

The San Francisco Foundation grant will continue to provide support to the City in developing additional strategies for increasing financial support for greater affordability levels for the BART projects and engaging the black community in developing a reparative framework that will address economic harms and provide the support infrastructure to provide repair.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Would support Climate Action goals by providing more affordable housing along transit corridors.

RATIONALE FOR RECOMMENDATION

Increasing affordability levels for new housing developments and addressing inequities for communities of color are expressed City values and council direction. This contract extension supports the efforts to increase affordability in previously redlined areas in a reparative framework.

CONTACT PERSON

Mayor Jesse Arreguin, 510-981-7100

Attachments:

1. Resolution
2. Grant confirmation letter

RESOLUTION NO. XX,XXX N.S.

AUTHORIZING A CONTRACT EXTENSION WITH CREATIVE DEVELOPMENT PARTNERS (CDP) TO SUPPORT THE EQUITABLE BLACK BERKELEY INITIATIVE AND ACCEPTING A GRANT FROM THE SAN FRANCISCO FOUNDATION

WHEREAS, On November 30, 2021, the Berkeley City Council voted to receive a grant from the San Francisco Foundation to support a consultant to assist the Equitable Black Berkeley Initiative (EBB) in a six-month process to ideate financing alternatives to increase the level of affordable housing at the North Berkeley and Ashby BART stations within a reparative framework; and

WHEREAS, on November 29, 2022, City Council approved accepting a grant award of \$75,000 from the San Francisco Foundation to renew the existing contract with Creative Development Partners supporting the Equitable Black Berkeley Initiative; and

WHEREAS, on January 17, 2023 City Council approved amending Contract No. 32200161 with Creative Development Partners to extend consulting work associated with Equitable Black Berkeley Initiative; and

WHEREAS, on November 1, 2023 the San Francisco Foundation provided an additional grant of \$75,000 for the period of October 1, 2023 through September 30, 2024 to the City of Berkeley to support the consultant assisting the Equitable Black Berkeley Initiative.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to receive \$75,000 of grant funds from the San Francisco Foundation for project support for the Equitable Black Berkeley (EBB) initiative and to extend Contract #32200161 with Creative Development Partners in support of the Equitable Black Berkeley Initiative, adding an additional \$75,000 to the contract for a total contact amount not to exceed \$200,000 and extending the contract term to September 30, 2024.

November 01, 2023

Jacquelyn McCormick
City of Berkeley
2118 Milvia Street
Berkeley, California 94704

202408-297679

Dear Jacquelyn,

Congratulations! On behalf of The San Francisco Foundation Board of Trustees, I am pleased to inform you that a grant has been approved to your organization. We are excited to partner with you to expand opportunity in the Bay Area.

The enclosed Grant Agreement forms the contract between City of Berkeley and the Foundation. Please read the agreement carefully as it outlines the terms of the grant and reporting schedules. If we have your bank details on file, the grant will be paid to you by ACH transfer to the account that we have on record for your organization. If not, we are happy to enclose a check (please contact programs@sff.org for details of how to provide your bank information for quicker payment in future).

By accepting these grant funds, you are agreeing to the terms of the grant outlined below – no signature is required on the agreement and the agreement does not need to be returned to the Foundation.

Please do not hesitate to contact your Grant Contact Demitrius Burnett (dburnett@sff.org) if you have any questions about your grant or the policies of TSFF.

Thank you for your leadership and for all you are doing.

Yours truly,



Judith Bell

Chief Impact Officer

Grant Number: 202408-297679
Organization Name: City of Berkeley

GRANT AGREEMENT

Grant Number: 202408-297679
Please use this number in all correspondence

San Francisco Foundation ("Grantor") is pleased to make a Project Support grant in the amount of \$ 75,000 to City of Berkeley ("Grantee") subject to the terms and conditions provided in this Agreement.

Acceptance of Grant

By accepting these grant funds, you are agreeing to the terms of the grant outlined below – no signature is required to the agreement and the agreement does not need to be returned to the Foundation.

Contact

Jacquelyn McCormick

Grantee

City of Berkeley
2118 Milvia Street
Berkeley, California 94704

San Francisco Foundation Grant Contact

Demitrius Burnett - dburnett@sff.org

Grant Amount

\$ 75,000 for 12 months

Date Approved

November 01, 2023

Grant Period

October 01, 2023 - September 30, 2024

Grant Purpose

For project support for the Equity for Black Berkeley Initiative and its process to establish a new entity/organization that will implement project objectives, influence the RFP and development processes for BART's transit-oriented development projects, as well as receive and manage funds that are raised for the initiative.

Outcomes and Activities

Outcome #1: A new entity/organization, outside of the government and political structure of the City of Berkeley, will be created to attract institutional investors, ingrain community influence and voice, govern the strategic development of the project, and ensure the sustainability of the Equity for Black Berkeley (EBB) project and investment fund(s) beyond the current Mayoral and Partnership for the Bay's Future Policy Grant and Fellowship terms.

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Activities related to Outcome #1:

- Continue to outreach and engage with private equity/financial firms to secure commitments to implement innovative financing mechanisms to obtain the \$50M per year target (\$500M total over 10 years) for affordable housing and wealth-building opportunities.
- Develop a governance structure to receive funds and grant funds based on a set of priorities to redress harms identified by the Black community.
- Engage the community, content experts, and relevant stakeholders to identify and confirm needs, progress, and capture additional forms of redress that fall within a repair and redress framework for Black communities.
- Influence the RFP for BART's transit-oriented development project at Ashby station to ensure the best developer is chosen based on EBB and community priorities.
- Identify innovative financial frameworks to support permanent, sustainable, and comprehensive community benefits for Berkeley's current and historic Black populations.
- Develop a transition and sustainability plan for the Berkeley Flea Market to support economic, cultural, and community development for BIPOC entrepreneurs through the transition phase of development and beyond.

Grant Conditions (Financial Accounting Treatment Only)

While grant funds are restricted and intended for use for the purposes described in this Agreement, for financial accounting treatment, the grant funds shall not be deemed to be conditioned upon the accomplishment of any particular measurable goal or metric, unless that condition is specifically identified in Special Conditions below.

Tax-Exempt Status

Tax-Exempt Status.

Use of Grant Funds

Grantee agrees to use all grant funds exclusively for charitable, scientific, literary or educational purposes consistent with Section 501(c)(3) and Section 170(c)(2)(B) of the Code, and at all times engage in activities and act solely as an organization described in Section 501(c) of the Code.

This grant is not earmarked or designated for transmittal to any other entity or person, whether or not mentioned in any proposal or other correspondence between Grantor and Grantee. While Grantee accepts full discretion and control of the grant and its disposition and responsibility for complying with this Agreement's terms and conditions, these funds may be spent only in accordance with the provisions of this Agreement. Expenditure of grant funds is subject to modification only with the prior written approval of Grantor.

Prohibitions on Use

Grantee agrees that at no time will any grant funds be used: (i) to attempt to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to

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Organization Name: City of Berkeley

attempt to influence the selection, nomination, election or appointment of any individual to any public office or office in a political organization within the meaning of Code Section 527(e)(2); (iii) for any activity that is in violation of federal, state or local law or any effort to induce or encourage violations of law or public policy; (iv) to cause any private inurement or improper private benefit to occur; or (v) in any manner inconsistent with charitable and educational purposes defined under Code Section 501(c)(3).

If any grant funds are provided to another organization, Grantee shall notify Grantor of the transfer in advance and ensure that such grantee complies with all of the terms and conditions of this Agreement.

Annual Check-in Requirements

Guidelines and forms for annual check-ins with your application lead are available on the Foundation’s grantee portal at <https://sff.fluxx.io> under the Request Reports section. Your application lead will provide guidance on check-ins for your grant. If you need to extend the grant period or request changes in the payment schedule or budget, please contact your application lead – (dburnett@sff.org) and copy programs@sff.org.

Grant Check-In Due Dates

Check-In Due Annual Check-in - Grantee Written	Due By November 01, 2024
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Payment Schedule

Payments will be made on the schedule below if reports have been submitted on the dates requested.

Payment Amount \$ 75,000	Due Date November 02, 2023
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Marketing and Communications

The San Francisco Foundation believes that the strategic use of communications and storytelling is core to achieving success in the work that we do together to expand opportunity in the Bay Area. We encourage you to announce your TSFF grant through online and traditional media coverage, and via social media, taking in to account the guidelines to support you in communicating about this specific grant. If you have any stories, images, or news coverage that you are able to share with the foundation that supports and exemplifies your work, please send these to marketingandcommunications@sff.org. Please review our communications guidelines at www.sff.org/TSFFcommguidelines for additional details.

Return of Funds

Any funds not expended or committed for the purposes of this grant, or within the period stated earlier, must be returned to Grantor. Grantor will notify Grantee if it determines, after careful consideration of the information available to it, that the grant is not being used for the purposes specified or is not reasonably in the interest of the general public. In addition, Grantee will return any unexpended funds if Grantee loses its exemption under Code Section 501(c).

Legal Compliance

Grantee shall comply with all federal, state and local laws applicable to the activities undertaken with the grant

funds, and shall take all reasonable steps necessary to ensure participants in grant-funded activities comply with such laws.

Recordkeeping

Grantee shall maintain records satisfactory to Grantor related to this Agreement. Grantee shall make all books, ledgers, accounts, files and computer records and personnel involved in performing functions under the Agreement available to Grantor, its designated representatives, auditors or legal counsel to confirm compliance with the terms of the Agreement and applicable law. Grantee agrees to retain records in accordance with its document retention policy, but in no case less than six (6) years after the conclusion of the grant period.

Entire Agreement

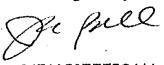
This Agreement contains the entire understanding between Grantor and Grantee regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, whether oral or written, regarding said subject matter.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules.

Modification or Amendment

Requests for amendment or modification to the grant must be submitted in advance. The Grantee must do this by email to programs@sff.org, including the grant number in any the email. Formal notification of whether requests have been approved will be issued by email.

DocuSigned by:

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November 01, 2023

The San Francisco Foundation

Date