



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1b

Meeting Date: January 14, 2021

Subject: Approve Amendment to Leataata Floyd Elementary School Farm and Community Garden Project Agreement

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Facilities Support Services

Recommendation: Board to approve the amendment to Leataata Floyd Elementary School Farm and Community Project Agreement

Background/Rationale: On December 6, 2018, City of Sacramento and the District entered into the Leataata Floyd Elementary School Farm and Community Garden Project Agreement which allowed for the City to use excess land at the school site to establish an urban farm and a community garden to benefit the residents within the Northwest Land Park development and the surrounding community, including the students who attend the school and their parents.

The Farm will be developed as urban farm for the purpose of educating students about agriculture, environmental protection, health and nutrition. Previously, in January 2016, the District approved the Food Literacy Center, a non-profit corporation, as operator of the Floyd Farm. Food Literacy intends to also use the Farm to educate school parents and the larger community about how sustainable gardening provides health and nutrition benefits.

The Community Garden component will allow for School staff, parents, and community members to obtain rights to a garden plot to grow their own fruits and vegetables. The Community Garden will be operated and maintained by the City.

Students, their parents, and other residents within the Northwest Land Park community will benefit from the establishment of the Farm and the Community Garden as an educational and recreational learning center. CA Education Code Section 10900 authorizes school districts to work with cities to conduct programs of community education and recreation for children and adults.

The attached Amendment between the City and District further outlines that before the farm commences operation, and before each fiscal year thereafter, the City and District would agree on a budget, subject to each party's funds and budget constraints, to apportion the payment for all operational and maintenance expenses, including utilities and staff costs associated with the Food Literacy Center, to support the farm. The Parties desire to specify the amount of payments to be made by City for the farm maintenance and the farm easement from the Northwest Land Park maintenance assessment district. This component was previously not included on the December 6, 2018 agreement between the city and District.

Financial Considerations: This agreement would provide \$26,300 for a Farm Maintenance Fund provided by the City and directed towards the Food Literacy Center. It would also include \$82,500 provided by the City to the District for payment of the City Easement.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Agreement Amendment

<p>Estimated Time of Presentation: N/A Submitted by: Rose F. Ramos, Chief Business Officer Nathaniel Browning, Director of Facilities Approved by: Jorge A. Aguilar, Superintendent</p>
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**AMENDMENT TO LEATAATA FLOYD ELEMENTARY SCHOOL
FARM AND COMMUNITY GARDEN PROJECT AGREEMENT**

THIS FIRST AMENDMENT (“Amendment”) is made as of _____, 202_, by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public school district (“District”) and the CITY OF SACRAMENTO, a municipal corporation (“City”) (collectively, the “Parties”).

Background

- A. On December 6, 2018, City and District entered into the Leataata Floyd Elementary School Farm and Community Garden Project Agreement (the “Principal Agreement”) which allowed for the City to use excess land at the school site to establish an urban farm and a community garden to benefit the residents within the Northwest Land Park development and the surrounding community, including the students who attend the school and their parents. On April 22, 2019, the District conveyed to the City an easement over the excess land. The easement provided that after the farm is constructed, the District would have the exclusive rights to operate and maintain the farm and that the City would fund a portion of the farm maintenance costs using the proceeds from the Northwest Land Park maintenance assessment district. However, the City has been unable to access the easement area to construct the farm and community garden due to District’s construction of the farm building for the school.

- B. The farm is to be developed as urban farm for the purpose of educating students about agriculture, environmental protection, health and nutrition. The District is constructing the farm building to use for processing the vegetables grown on the farm and for instruction on the benefits of a healthy diet. The District has made arrangements with Food Literacy Center, a non-profit corporation, for operation of the farm. Food Literacy Center intends to also use the farm to educate school parents and the larger community about how sustainable organic gardening provides health and nutrition benefits.

- C. The Principal Agreement provided that before the farm commences operation, and before each fiscal year thereafter, the City and District would agree on a budget, subject to each party’s funds and budget constraints, to apportion the payment for all operational and maintenance expenses, including utilities and staff costs associated with the Food Literacy Center, to support the farm. The Parties desire to specify the amount of payments to be made by City for the farm maintenance and the farm easement from the Northwest Land Park maintenance assessment district.

Agreement

NOW THEREFORE, it is mutually agreed between the Parties as follows:

1. **Allocation of Maintenance Assessment District Funds**

Section 5, Farm Maintenance and Operation Costs, of the Principal Agreement is amended to read in its entirety as follows:

“5. FARM MAINTENANCE AND OPERATION COSTS – The City has established a maintenance assessment community facilities district (CFD) that encompasses the Northwest Land Park development project. Included in the maintenance assessment is an allocation for park maintenance, which includes the off-site Farm and Community Garden, and payment for the easement.

City will pay the District \$26,300 (the “Farm Maintenance Fund”) on an annual basis after construction of the farm and community garden is completed. This amount will increase annually by the inflation index adopted when the CFD was established. Eligible Farm Maintenance Fund costs include (a) purchase of supplies (e.g., plants and seeds), equipment (e.g., hand tools), and equipment such as vehicles (e.g., tractor); (b) repair and replacement of irrigation systems, lighting, and fencing; (c) utility costs (e.g., water and power); and (d) staff costs for Farm operations and labor.

City will pay District \$82,500 for the Farm and Community Garden Easement (the “Easement Fee”) on an annual basis after District allows City access to the easement area to construct the farm and community garden. This amount is for District’s use to maintain the Farm Building or any other expense related to the school’s farm and nutrition program. This amount will increase annually by the inflation index adopted when the CFD was established.

The Setzer Family Foundation and Developer have established a fund in the amount of \$100,000 to be allocated for the Farm at \$20,000 per year. Funds are to be used to support the Farm operation and maintenance expenses during the first five years of operation which are not covered by the Farm Maintenance Fund, and for equipment and maintenance of the Farm Building.

If after expenditure of the Setzer Family Foundation grant, there are capital improvements needed for the Farm or the Farm Building or there are equipment and maintenance costs for the Farm or the Farm Building which are not covered by the CFD proceeds, the City and District shall meet to determine if there is additional funding available to cover such costs.

City will initiate collection of the CFD proceeds for the Easement Fee within six months after the City obtains access to the easement area, and for the Farm Maintenance Fund within six months after the Farm and Community Garden improvements have been completed. The Parties anticipate that there may be a shortage in the amount of the CFD proceeds for the initial year (FY 2021-22) due to the process for increasing the existing Northwest Land Park CFD assessment and collecting the proceeds on a semi-annual basis based on the tax collection schedule.

The District shall invoice City one-half of the Farm Maintenance Fund and the Easement Fee, respectively, in January and June each year at the time when the County Tax Collector distributes the CFD proceeds to the City. The District will

provide City with documentation of the Farm maintenance expenses incurred on an annual basis to verify use of the Farm Maintenance Fund proceeds. All costs associated with the operation and maintenance of the Community Garden shall be borne by the City.”

2. **Entire Agreement.** This Amendment constitutes the entire agreement, and supersedes any prior written or oral agreements, between the Parties with respect to the matters contained herein. All other terms and conditions of the Principal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

City of Sacramento

Sacramento City Unified School District

By: _____
Mario Lara, Director
Youth, Parks, & Community Enrichment
For: Howard Chan, City Manager

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Senior Deputy City Attorney

ATTEST:

By: _____
Assistant City Clerk