

**ACCEPTANCE AGREEMENT FOR IN-KIND GIFT FOR IMPROVEMENTS AND
CONSTRUCTION OF CIVIC CENTER PLAYGROUNDS**

This Acceptance Agreement (the "Agreement") is entered into as of _____, 2015 by and between The Trust for Public Land ("TPL"), a California nonprofit public benefit corporation, and the City and County of San Francisco ("City") acting through its Recreation and Park Department ("RPD"), collectively referred to herein as the "Parties."

RECITALS

A. The Parties entered into an Agreement for Design and Construction of Civic Center Playgrounds on November 5, 2014 (the "Playground Agreement"). The Playground Agreement is for design and construction services for two new playgrounds at the Civic Center Plaza.

B. On September 16, 2014, the San Francisco Recreation and Park Commission (the "Commission"), by Resolution No. 1409-008, approved the Playground Agreement, and recommended that the Board of Supervisors accept from the TPL (1) an in-kind gift of design and construction services, fees, and costs for the new playgrounds then valued at approximately \$4.915 million, and (2) cash gifts of \$54,600 to fund services of one RPD Project Manager to coordinate the design and construction approvals process and \$30,000 to initiate a dedicated maintenance fund to pay for certain maintenance items.

C. The Parties have determined that cost of the design and construction services, fees, and cost have increased by up to \$5 million, and TPL has offered an additional in-kind gift of design and construction services, fees and costs in the amount of up to \$5 million for the new playgrounds (the "Additional Gift").

NOW, THEREFORE, the Parties agree as follows:

1. **Grant and Acceptance.** TPL grants, and RPD accepts, the Additional Gift, valued at up to \$5 million, to fund the Project. The term "Project" shall have the meaning provided in Playground Agreement.
2. **Use of Gift.** The Additional Gift shall be performed and applied in accordance with the terms and conditions of the Playground Agreement, as amended from time to time, which agreement, including any future amendments, is fully incorporated herein.
3. **Effective Date.** This Agreement shall become effective upon approval by the Board of Supervisors and full execution by the Parties.
4. **Miscellaneous.**
 - (a) The Parties may enter into additions, amendments, or other modifications to this Agreement (including, without limitation, preparation of any or all of its Exhibits) that the RPD's General Manager, in consultation with the City Attorney's Office, determines are in the best interest of the City, do not materially decrease the benefits of the Agreement to the City, do not materially increase the obligations or liabilities of the City, do not authorize the performance of any activities without pursuing all required regulatory and environmental review and approvals, and are necessary or advisable to complete the transaction which the Agreement contemplates and effectuate the purpose and intent of this Agreement. Any other additions, amendments, or modifications require approval from the Commission.

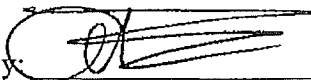
(b) Any additions, amendment or modification to this Agreement shall be in writing signed by the Parties.

(c) This Agreement (including the Playground Agreement, 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 merged herein.

IN WITNESS WHEREOF, the Parties have indicated their approval effective as of the respective dates set forth to their names.

APPROVED:

THE TRUST FOR PUBLIC LAND

By: 

Gina M. Fromer,
California State Director
Trust for Public Land

Date: 9.21.15

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Philip A. Ginsburg
General Manager
Recreation and Park Department

Date: _____

APPROVED AS TO FORM
DENNIS J. HERRERA
CITY ATTORNEY

By: _____

Robert A. Bryan
Deputy City Attorney