

**AMENDMENT NO. 1 TO
Grant Agreement and Permit to Enter for Design of Buchanan Street Mall
Between the City and County of San Francisco Recreation and Park Department
and The Trust for Public Land**

This Amendment No. 1 to Grant Agreement and Permit to Enter for Design of Buchanan Street Mall, is made and entered into on March 11, 2021, by and between the City and County of San Francisco, a municipal corporation ("City"), acting through its Recreation and Park Department ("RPD"), and The Trust for Public Land, a California non-profit benefit corporation ("TPL"). City and TPL are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, on February 21, 2019 by Resolution No. 1902-004, the City entered into an "Agreement" for TPL to provide all labor, materials, project management and design services necessary for the completion of design for the Project at Buchanan Mall in an amount not to exceed Nine Hundred Thousand Dollars (\$900,000); and

WHEREAS, the parties now wish to amend the Agreement to reflect that TPL will provide additional grant funds to the Project if TPL is awarded Prop 68 funds by the State of California. The Board of Supervisors, on recommendation of the Recreation and Park Commission, adopted Resolution No. ___ to approve this amendment, to authorize RPD to enter into an agreement with the State concerning the State grant funds, and to authorize RPD to accept and expend the additional grant funds from TPL;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

MODIFICATIONS TO AGREEMENT. TPL and the City desire to amend the Agreement as follows.

1. Amend Recital C to reflect that the Grant shall also include up to \$5,8 million in Statewide Park Development and Community Revitalization grant funds and up to \$1,3 million in additional grant funds, as set forth in Section 4.1.A.5, bringing the total Grant from TPL to up to \$8 million.
2. Revise and replace Section 1 with:

TERM. This Agreement shall become effective upon approval of this Agreement by the City in accordance with applicable City Charter and Code provisions and full execution by the Parties (the "Effective Date") and shall expire, unless otherwise earlier terminated as set forth in Section 8 below, once the Grant has been expended and the Project is complete.
3. Add new Section 4.2. A. 5. to the Agreement:

5. AMOUNT AND SUB-RECIPIENT AGREEMENT. With RPD consent, TPL is submitting an application for the Project under the Statewide Park Development and Community Revitalization program. TPL and the City desire to increase the Project scope and the Grant amount between RPD and TPL from \$900,000 to up to \$8 million, if these State funds are awarded. This additional \$7,1, million, if awarded, will cover TPL costs to provide project management and community engagement services for the Project, and design services related to the art elements and memory walk. In addition, a portion of the State grant (up to \$5 million) will be awarded to the City as a sub-recipient to cover costs of construction and RPD project management on a reimbursement basis. The City agrees to abide by its agreement with the State concerning the grant program.

SCOPE AND DURATION OF SERVICES. TPL and the City stipulate that if the Statewide Park Development and Community Revitalization program awards the additional funds to TPL, that TPL must comply with the contract provisions through project completion for 30 years, or until the DPR approves the transfer of the contract obligations to the City, whichever is earlier. Upon project completion and approval of the transfer by the California Department of Parks and Recreation (“DPR”), the grant contract obligations will be transferred from TPL to the City. A draft of the contract obligations is attached as Exhibit A.

EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and conditions of the Agreement, and all attachments, recitals and exhibits therein and thereto, shall remain in full force. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

APPROVED:

By: _____
Philip A. Ginsburg
General Manager
Recreation and Park Department

Dated: _____

By: _____
Gilman Miller
Senior Counsel
Trust for Public Land

Dated: _____

APPROVED AS TO FORM:

Dennis J. Herrera
City Attorney

By: _____
Manu Pradhan
Deputy City Attorney