GRANT ACCEPTANCE AGREEMENT

This Grant Acceptance Agreement ("Agreement") is entered into by and between the Theodore & Frances Geballe Philanthropic Fund of the Jewish Federation Bay Area ("Grantor"), the City and County of San Francisco ("City") acting through its Recreation and Park Department ("RPD"), and the Trust for Public Land ("TPL"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, RPD operates and maintains certain real property owned by the City, commonly known as "Koshland Park"; and

WHEREAS, the Grantor represents the family of the late Frances Koshland Geballe and Theodore H. Geballe and has a long-standing history of supporting Koshland Park; and

WHEREAS, In 2023, Grantor provided $90,000 to TPL to develop a concept plan identifying improvements for Koshland Park's community garden, and the concept plan has now been approved following environmental review with a Categorial Exemption (CATEX) reference number of 2025-007322EN;

WHEREAS, Grantor now wishes to provide additional support to implement the concept plan and related improvements to Koshland Park ("the Project"), in the form of a grant of $332,000 to TPL which will fund an in-kind grant of professional design services to RPD valued at approximately $332,000 ("the TPL Grant"), and a cash grant to RPD valued at approximately $1,293,000 to support the completion of the Project ("the Cash Grant"); and

WHEREAS, On _____ , the Board of Supervisors on recommendation of the Recreation and Park Commission (RPC Resolution No. _____) adopted Board Resolution No. _____, to approve this Agreement and to authorize RPD to (1) accept and expend the Cash Grant, and (2) to accept the in-kind grant of professional design services from TPL, that TPL will provide with the TPL Grant; and

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties (the "Effective Date"), the Parties agree as follows:

1. Term. This Agreement shall become effective upon full execution and delivery hereof by the Parties. This Agreement shall expire once the TPL Grant and the Cash Grant have been expended and the Project is complete.

2. Project Overview. The goal of this grant is to implement improvements to Koshland Park and Koshland Park Community Garden that will improve maintainability as well as increase access, safety and enjoyment of Koshland Park and its community garden, as described in **Exhibit A**, with the Budget and Schedule attached as **Exhibit B**. Exhibit B is intended to be preliminary, and RPD may review and update it from time to time. No party shall be obligated to make up any funding shortfall, unless expressly agreed to by such party in writing.

3. Sources of Funding.

a. **Public Funding.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. If funds required for any of City's or RPD's responsibilities under this Agreement are not appropriated for any portion of a fiscal year, then City may immediately terminate this Agreement without penalty, liability, or expense of any kind by written notice to Grantor. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Grantor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

b. **Private Funding.** By signing this Agreement, Grantor certifies that it has already secured all funds necessary to fund the Grants, and that it will hold such funds in restricted accounts solely for the benefit of the Project until they are ready to be disbursed in accordance with this Agreement. Grantor's use of such funds may be subject to audit by the City.

4. Grants.

4.1 Funding for TPL Grant. Grantor will provide TPL $332,000 to cover the costs associated with hiring and overseeing a design professional and relevant sub-consultants that will produce construction drawings and specifications for the community garden components of this Project, related construction oversight by TPL and its design consultant as well as its administrative fee (15%). TPL and RPD shall have a separate agreement outlining the terms of the in-kind grant associated with these services and deliverables. This separate, related agreement further defines TPL's and RPD's role on the Project and ensures compliance with applicable City requirements on matters such as project delivery, contracting, financial reporting and controls, approvals, insurance and indemnity and incorporates the terms of this Agreement. Grantor shall provide TPL this funding within 21 days after this Agreement is executed.

4.2 Cash Grant to RPD. Grantor will provide RPD the Cash Grant in two installments: $611,000 within 21 days after this Agreement is executed, and the remaining $682,000 within 21 days after RPD informs Grantor that it has a viable bid for the Community Garden portion of the project.

RPD may use these funds to cover project management, permitting, testing, review, construction management, and construction-related costs associated with the Project. Once the Project is completed, RPD may use any remaining Cash Grant funds to purchase materials and maintenance for Koshland Park.

5. RPD Responsibilities. RPD will oversee completion of the Project, and provide quarterly progress reports to the Grantor with support from TPL on a schedule to be determined. TPL shall provide RPD with necessary information for quarterly reports two weeks before the reports are due. Following completion, RPD will maintain the Project in a good condition consistent with its

prevailing maintenance practices. Improvements shall remain at the Park through the term of this Agreement or for their useful life, in RPD's sole discretion.

6. Public Relations. RPD shall be responsible for handling public relations and media responses related to the Project. If Grantor or TPL receive an inquiry from a news or community organization regarding the Project, it shall include a recommendation to contact RPD. Grantor does not intend to issue any press releases regarding the Project and request RPD and TPL to not include the name of the Geballe family or Jewish Federation Bay Area in any external publicity or public acknowledgements related to the Project.

7. Contacts/Notices

RPD: 501 Stanyan Street, San Francisco, CA 94117

RPD Media and Public Relations	RPD Park Service Area Manager	RPD Partnerships
Sarah Madland	Allison McCarthy	Tamar Barlev
sarah.madland@sfgov.org	Allison.McCarthy@sfgov.org	Tamar.Barlev@sfgov.org
(415) 831-2740	(415)802-5863	(415) 831-6842

Theodore & Frances Geballe Philanthropic Fund of the Jewish Federation Bay Area: 121 Steuart Street, San Francisco, CA 94105

Mark Reisbaum - mgreisbaum@gmail.com /415-297-6691; Dr. Gordon Geballe: ggeballe@icloud.com
Rebecca Randall rebeccar@jewishfed.org

Trust for Public Land: 23 Geary Street, Suite 1000, San Francisco, CA 94108	
Šárka Volejníková	sarka.volejnikova@tpl.org
Terence Wu	terence.wu@tpl.org / (415) 800-5297
Kira Maritano	kira.maritano@tpl.org

8. Sunshine Ordinance and Donor Disclosures. Grantor understands and acknowledges that this Agreement, and any document with RPD, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act. In addition, Grantor agrees to disclose information regarding the amounts and sources of funding and donor financial interest information related to this Project as set forth in Administrative Code Section 67.29-6, to provide a copy of all required reports and disclosures to RPD, and to provide all information requested by RPD to enable RPD to comply with its disclosure obligations. To ensure compliance with this requirement and to maximize public transparency, Grantor will not accept anonymous donations from any single source aggregating more than $100 for the Project.

9. Termination. The Parties shall attempt to cooperatively resolve all disputes. Following such efforts, either Party may terminate this Agreement if it provides the other Party written notice of that Party's failure to comply with a material term of this Agreement, including a failure by a Party's agents or invitees to comply with terms applicable to them under this Agreement, and if the failure is not cured to the complaining Party's reasonable satisfaction within 30 days or such other reasonable timeframe mutually agreed to by the Parties in writing.

10. Conflicts of Interest. By executing this Agreement, Grantor certifies that it is not aware of, and shall promptly inform RPD if becomes aware of, a conflict of interest arising out of this Agreement. For example, Grantor will notify RPD if it becomes aware that any RPD employee or officer participates in a decision in which the employee or officer, or a member of their family, has a financial interest. In addition, the Parties agree and acknowledge that Grantor's support of RPD, or lack thereof, shall have no bearing on and shall not be relevant towards any future contracting, leasing, or permitting decisions by RPD.

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

APPROVED:

Rebecca Randall, Chief Philanthropy Officer Date The Jewish Federation Bay Area	Phil Ginsburg, General Manager Date Recreation and Park Department
Guillermo Rodriguez Date California State Director and Vice President – Pacific Region Trust for Public Land	APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY By: _____ Deputy City Attorney Manu Pradhan

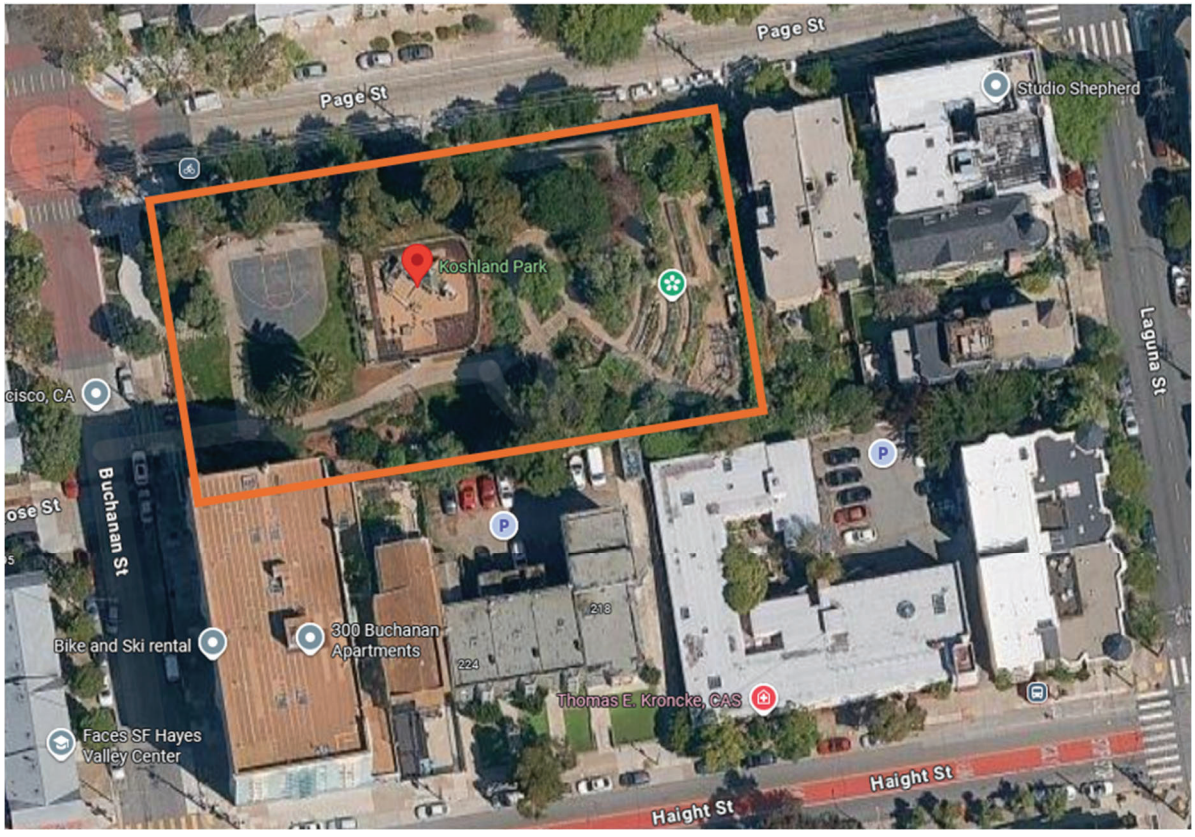
Attachments:
Exhibit A: Project Description
Exhibit B: Preliminary Budget/Schedule
Exhibit C: Additional Agreement Terms

EXHIBIT A: PROJECT DESCRIPTION

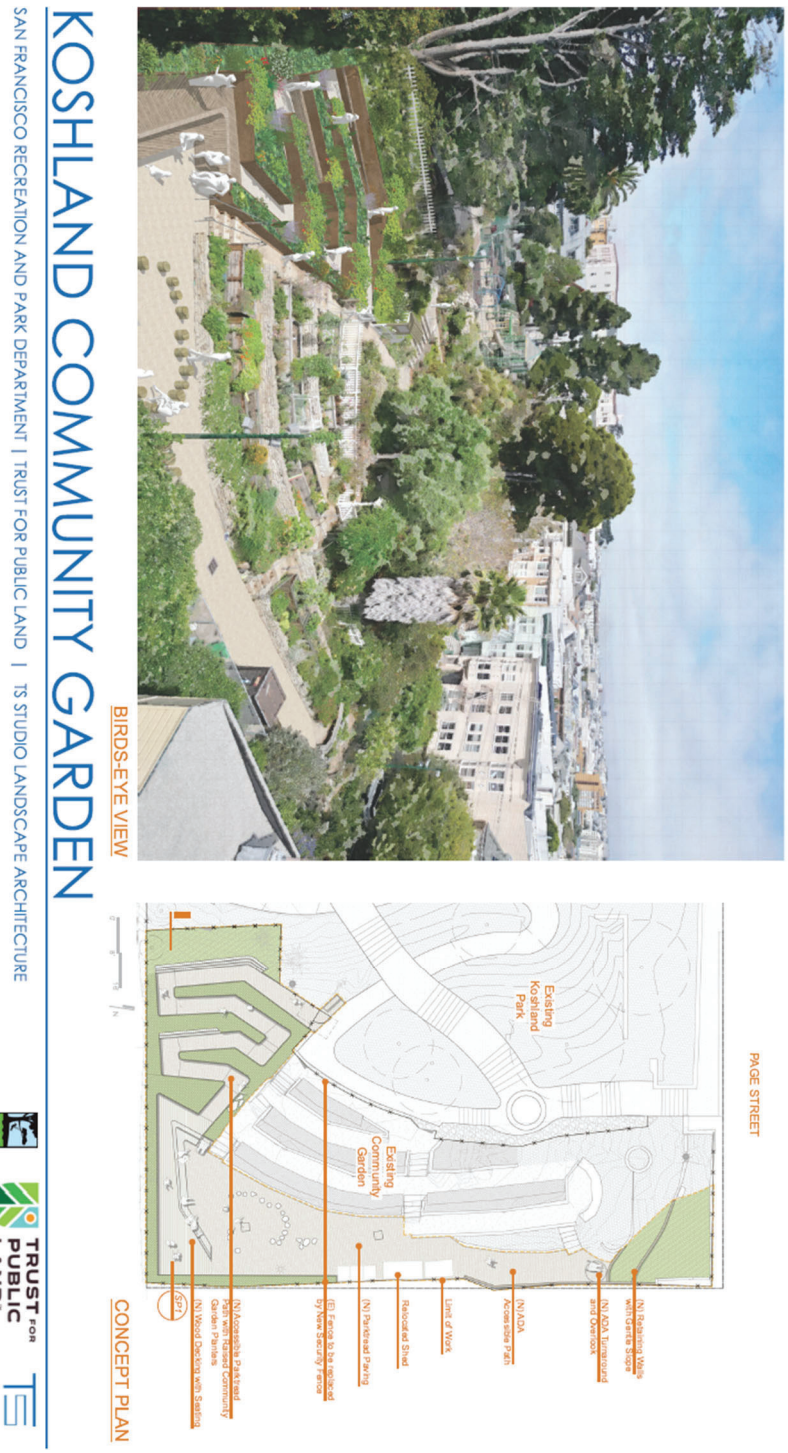
a. Implementation of Koshland Park Community Garden's Concept Plan including development of ADA-accessible pathways, new garden beds, seating, terracing, resurfacing and irrigation improvements.

b. Improvements to Koshland Park including replacement and installation of new fencing, refurbishment of existing fencing and park furniture, resurfacing of the park's existing half-basketball court, repair of the park's basketball standard, replacement of the basketball court's backboard, replacement of the resilient surfacing in the park's Children's Play Area (CPA), replenishment of sand in the CPA, installation of handrails/guardrails to the park's main pathway, and replacement of water fountains.

Project Location Map



Koshland Park Community Garden Concept Plan: Rendering and Site Plan
***Note: Community Garden Fence outlined in site plan will be installed as a part of the Koshland Park Improvements**



Koshland Park: Visual Summary of Park Improvements

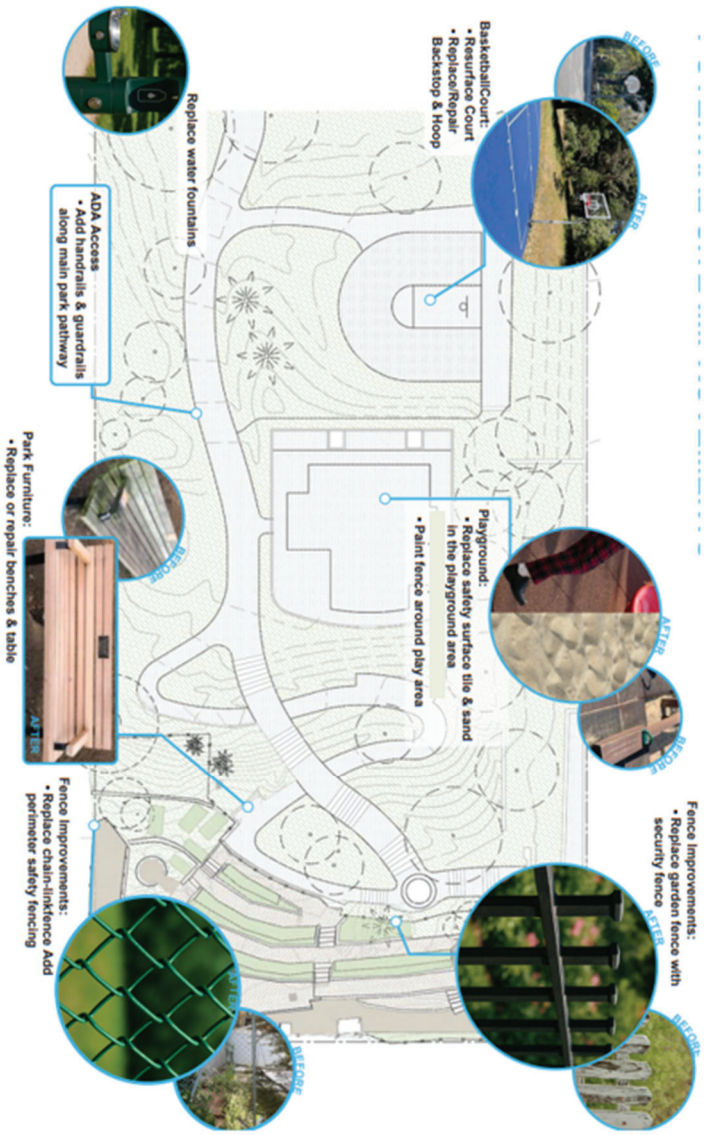


EXHIBIT B: PROJECT BUDGET AND SCHEDULE

PRELIMINARY BUDGET

Costs	Value
TPL & Consultant Design Fees	**$332,000**
Soft Costs: Project Management/Permits Testing/ Reviews	$121,000
Construction Costs: Community Garden	$473,000
Construction Costs: Park Improvements	$481,000
Contingency for Community Garden Project	$218,000
Total	***1,625,000***

Preliminary Project Implementation Timeline:

RPD anticipates that TPL will complete its community garden design process by May 2026. Construction for the park improvements will commence in Spring of 2026 and the community garden improvements will likely commence in Summer of 2026. RPD anticipates that the entire project will be completed by the end of 2026.

Exhibit C: Additional Agreement Terms

1. **Entire Agreement.** This Agreement (including the Exhibits hereto, which are incorporated herein by reference) and the separate agreement between TPL and RPD, which will be finalized and executed at a later date 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.

2. **Compliance with Applicable Laws.** All actions described herein are subject to and must be conducted and accomplished in accordance with the City's charter, its municipal code, and all applicable state and federal laws, building codes and regulations. Grantor understands and agrees that RPD is entering into this agreement in its capacity as a property owner, and that nothing herein shall limit their obligations to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

3. **Approvals.** Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the General Manager of RPD or his or her designee in his or her sole and absolute discretion.

4. **Independent Relations.** Nothing herein contained shall be construed as creating the relationship of employer and employee between the City and Grantor or any of their respective agents or employees. Grantor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it performs the duties required of it by the terms of this Agreement. Grantor shall exercise full control and supervision of its duties and full control and responsibility as to the employment, direction, compensation, and discharge of all persons assisting it in the performance this Agreement. Nothing set forth in this Agreement shall be deemed to render the City a partner in Grantor's business, or a joint venture or member in any joint enterprise with Grantor.

5. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall create or justify any claim against the City or Grantor by any third person with respect to the performance of any duties or other projects being undertaken by Grantor or the City. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

6. **Amendments**. This Agreement may be amended or modified only in writing by the Parties. The RPD General Manager, in consultation with the City Attorney, may execute such amendments on behalf of the City, provided the amendments are in the best interests of the City, do not materially increase the City's obligations or liabilities, are

necessary or advisable to effectuate the purposes of the Project, and are in compliance with all applicable laws.

7. **Assignments.** No Party shall assign, transfer, or encumber its interest in this Agreement or any other right, privilege, or license conferred by this Agreement, either in whole or in part, without obtaining the prior written consent of the other Parties, which consent may given or withheld in the other Parties' sole discretion. Any nonconsensual assignment, transfer, or encumbrance shall be void and of no force and effect.

8. **Governing Law.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to this Agreement shall be in San Francisco.

9. **Good Standing.** Grantor represents that it is in good standing under the laws of the State where it is incorporated. Upon City's request, Grantor shall provide documentation demonstrating its compliance with such legal requirements. Each Party shall provide the other Parties written notice promptly following any and all changes in circumstances that could reasonably be expected to cause the noticing party to become unable to comply with its obligations under this Agreement.