

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN FRANCISCO PARKS ALLIANCE
AND
THE SAN FRANCISCO RECREATION & PARK DEPARTMENT**

This Amendment (“Amendment”) is made and entered into as of May 27, 2024, by and between the City and County of San Francisco (the “City”), acting by and through the Recreation and Park Department (“RPD”), and the San Francisco Parks Alliance, a California non-profit benefit corporation (“SFPA”).

RECITALS

- A.** WHEREAS, With approval of the Recreation and Park Commission (Resolution No. 2105-007), RPD and SFPA have entered into a Memorandum of Understanding dated May 28, 2021 (“the MOU”), with regard to their shared work to provide the highest quality parks and open spaces and to ensure access to free and low-cost events and public programs in San Francisco; and
- B.** WHEREAS, RPD and SFPA wish to enter into this Amendment to the MOU, to extend the MOU’s term pending completion of the reorganization of SFPA back offices, and the Recreation and Park Commission approved this Amendment by Resolution No. 2405-009;

NOW, THEREFORE, the Parties agree as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the MOU.
- 2. Modifications.** The MOU is hereby modified as follows:

A. Section 1 – Term of MOU is amended to read as follows:

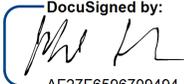
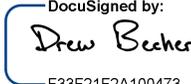
- 1. Term of MOU.** This MOU shall commence on the Effective Date and shall be effective until June 30, 2025.

B. Section 3.5 – Term of MOU is amended to read as follows:

3.5 Quarterly Reports and Reconciliations. SFPA will provide quarterly reports to RPD, and shall use commercially reasonable efforts to deliver such reports (i) with respect to the first three fiscal quarters of any year, within [45] days after the end of such fiscal quarter and (ii) with respect to the fourth fiscal quarter of any year, within [90] days after the end of such fiscal quarter, regarding the balance and use of funds within the Annual Support fund (i.e., beginning period balance, revenues, expenses, ending period balance), including donation and expenditure reports. RPD’s Finance Division and SFPA will each use commercially reasonable efforts to reconcile expenditure reports and separate account balances. RPD will post a reconciled annual expenditures report on its website by October 30 of each year. To create additional transparency around the use of Annual Support funds, RPD will submit the reconciled quarterly report of all expenditures to the Recreation and Park Commission for review within 30 days after receipt of the reports.

- 3. **Entire Agreement.** This Amendment sets forth the entire understanding of the parties on the subject matter of this Amendment. There are no agreements between the parties relating to the Amendment other than those set forth herein. Neither party has relied upon any understanding, representation or warranty not set forth herein, either oral or written, as an inducement to enter into this Amendment.
- 4. **MOU in Full Force and Effect; Amendment Prevails.** Except as amended hereby, the MOU remains unmodified and in full force and effect. To the extent the provisions of this Amendment conflict with the provisions of the MOU, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives:

<p>CITY AND COUNTY OF SAN FRANCISCO</p> <p>DocuSigned by:  AF27F6596709494...</p> <p>By: _____ Philip A. Ginsburg, General Manager Recreation and Park Department</p> <p>5/21/2024</p> <p>DATE: _____</p>	<p>SAN FRANCISCO PARKS ALLIANCE</p> <p>DocuSigned by:  F33F21F2A100473...</p> <p>By: _____ Drew Becher, CEO San Francisco Parks Alliance</p> <p>5/21/2024</p> <p>DATE: _____</p>
<p>APPROVED AS TO FORM:</p> <p>DAVID CHIU City Attorney</p> <p>DocuSigned by:  0451C9DD9C264B2...</p> <p>By: _____ Manu Pradhan Deputy City Attorney</p>	