

**City and County of San Francisco
Recreation and Park Commission**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

SAN FRANCISCO BOTANICAL GARDEN SOCIETY

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2012, in San Francisco, California, by and between San Francisco Botanical Garden Society ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through the Recreation and Park Commission (the "Commission").

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and
WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to extend the term and increase the amount of Grant funds disbursed hereunder ;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2010 between Grantee and City, as amended by this instrument and

- First Amendment dated July 1, 2010.
- Second Amendment dated July 1, 2011.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Article 3, Term. Article 3, Term of the Agreement currently reads as follows:

**ARTICLE 3
TERM**

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) June 26th and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2012.

Such section is hereby amended in its entirety to read as follows:

**ARTICLE 3
TERM**

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Agency has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on the later of (a) June 26th and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2013, or upon the effective date of any lease and management agreement entered into between the City and Grantee, whichever occurs sooner.

b. Article 5, Use And Disbursement Of Grant Funds, Section 5.1, currently reads as follows:

**ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS**

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed Four Hundred Fifty Thousand Dollars (\$450,000).

Such section is hereby amended in its entirety to read as follows:

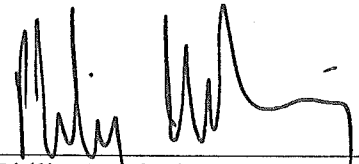
**ARTICLE 5
USE AND DISBURSEMENT OF GRANT FUNDS**

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed Seven Hundred Twenty Five Thousand Dollars (\$725,000).

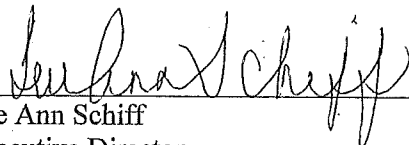
IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

GRANTEE


Philip A. Ginsburg
General Manager
Recreation and Park Department

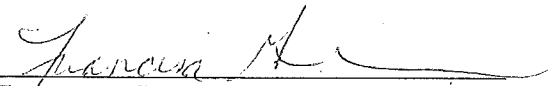
San Francisco Botanical Garden Society


Sue Ann Schiff
Executive Director

9th Avenue at Lincoln Way, Golden Gate Park
San Francisco, CA 94122

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Francesca Gessner
Deputy City Attorney