

Gift Agreement

Between

The Regional Parks Foundation and Cortis and Barbara Cooper

This Gift Agreement (“Agreement”) is made this ____ day of _____ between Cortis and Barbara Cooper (hereinafter referred to as “the Donor”), and the Regional Parks Foundation a nonprofit organization located in Oakland, CA. The Donor and the Regional Parks Foundation agree as follows:

1. **Donor Commitment.** The Donor hereby pledges to the Regional Parks Foundation the sum of **\$1,000,000**, which as provided for herein is designated for the benefit of mountain bike trail construction within the East Bay Regional Park District.
2. **Donor Purpose.**
 1. Purpose. It is understood and agreed that the gift will be used for the following purpose or purposes: To plan, develop and construct an approximate 1-mile mountain bike flow trail at Wildcat Canyon Regional Park, an East Bay Regional Park District Park.
3. **Payment.** It is further understood and agreed that no payment shall be made until the East Bay Regional Park District has identified a location for the Wildcat Canyon mountain bike flow trail, the District Board of Directors approves the proposed project, any required environmental review processes have been concluded and approved, and all necessary permits are in place for said project.

At such time as all requirements listed above are completed, payment(s) shall be made as follows:

Date	Amount
_____	_____
_____	_____
_____	_____

It is also understood and agreed that the gift funds as received may be invested by a third-party that shall best determine investment options for this fund. The spending policy for the fund will be the

Investment Policy Statement set forth and approved by the Regional Parks Foundation Board of Directors to protect the funds and perpetuate growth until the conclusion of the project.

4. **Matching Gift.** The Donor has indicated the gift may be used as a matching gift opportunity to raise additional funds for mountain bike trail construction and maintenance within the community.
5. **Intent.** It is the agreement of the parties and the intention of the Donor that this gift and any unpaid promised installment under this Agreement shall constitute the Donor's binding obligation. The Donor acknowledges that the Regional Parks Foundation has substantially relied, and shall continue to rely, on the Donor's gift being fully satisfied as set forth herein.
6. **Donor Engagement.** In addition to providing a cash donation for the construction of the mountain bike flow trail at Wildcat Canyon Regional Park, Donor agrees to promote mountain biking best practices, and trail safety and etiquette within the East Bay community. Specifically, X organization(s). Furthermore, Donor agrees to work with X organization(s) to host trail maintenance and clean up dates X times annually to encourage ongoing stewardship of the project.
7. **Recognition by the Regional Parks Foundation.** The Donor has chosen for said gift to remain anonymous receiving no public recognition.
8. **Reporting and Stewardship.** Reports on the status and performance of the project and use of funds shall be provided bi-annually to the Donor until the completion of the trail project.
9. **Future Changed Circumstances.** If, in the opinion of the Board of Directors of the Regional Parks Foundation, all or part of this gift cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, the Regional Parks Foundation agrees to return the funds to the Donor.
10. **Amendment.** By mutual consent of the Regional Parks Foundation and the Donor, the Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Donor's estate, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of [Your State]. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

Cortis Cooper

Date

Juliana Schirmer, CAO

Date

Barbara Cooper

Date