

1 [Lease and Management Agreement Amendment - Botanical Garden Society - Botanical  
2 Garden, Japanese Tea Garden, and Conservatory of Flowers in Golden Gate Park]

3 **Resolution approving and authorizing an amendment to the Lease and Management**  
4 **Agreement between the Recreation and Park Department and the San Francisco**  
5 **Botanical Garden Society for the San Francisco Botanical Garden in Golden Gate Park,**  
6 **to also include the Japanese Tea Garden and the Conservatory of Flowers as part of**  
7 **the leased premises (which shall be known collectively as “the Gardens of Golden Gate**  
8 **Park”), to commence upon approval by the Board of Supervisors.**

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10 WHEREAS, The Recreation and Park Department manages Golden Gate Park and the  
11 special gardens and attractions in Golden Gate Park; and

12 WHEREAS, The San Francisco Botanical Garden Society (“SFBGS”) has been the  
13 City’s partner at the Botanical Garden since approximately 1955; in 2013, via Ordinance No.  
14 162-13, the City approved a lease and management agreement (“the Lease”) that allows  
15 SFBGS to lease and operate the Botanical Garden (including certain office and related space)  
16 in partnership with the Recreation and Park Department (“RPD”) for an initial term of ten  
17 years, with two ten-year extension options; the Lease has enabled the SFBGS to assist with  
18 the operation and management of the Botanical Garden and with education, fundraising, and  
19 other activities to support and enhance the Botanical Garden; a copy of the Lease and  
20 Ordinance No. 162-13 are on file with the Clerk of the Board of Supervisors in File No. 211305  
21 and incorporated by reference as though set forth fully herein; and

22 WHEREAS, The Japanese Tea Garden first opened around 1894 and is a premiere  
23 attraction in Golden Gate Park; historically, visitor services consisted only of selling tickets for  
24 admissions; during the COVID-19 pandemic and in order to reopen the Japanese Tea Garden  
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1 to the public, the SFBGS agreed to help manage the entrance to the Japanese Tea Garden;  
2 and

3 WHEREAS, The Conservatory of Flowers first opened in 1879 but was almost  
4 destroyed following a devastating storm in 1995; it was eventually rebuilt and since 2003 has  
5 been managed under a license with the Friends of Recreation and Park Corporation, today  
6 known as the San Francisco Parks Alliance, who helped to raise the funds needed for the  
7 renovation for the facility to reopen; the license expired in 2012 and has been in holdover and  
8 has not been updated; and

9 WHEREAS, RPD and SFBGS seek to amend the Lease to include the Japanese Tea  
10 Garden, and Conservatory of Flowers as part of the premises that the SFBGS leases and  
11 operates, so that all three gardens can be operated collectively and known as “the Gardens of  
12 Golden Gate Park;” a copy of the proposed Lease amendment is on file with the Clerk of the  
13 Board of Supervisors in File No. 211305 and is incorporated by reference as though set forth  
14 fully herein; and

15 WHEREAS, Merging certain functions of all three attractions would improve visitor  
16 services and eliminate nonprofit redundancies; it would also allow visitors, volunteers, and  
17 schoolchildren a combined educational and cultural experience, and assist the Department in  
18 raising funds for needed repairs and maintenance and possible capital improvements at each  
19 location; the three gardens would have a campus feel while keeping their individual legacy  
20 names; together, they would be recognized and marketed as a regional organization with  
21 national and international recognition and partnerships; and

22 WHEREAS, The proposed amendments to the Lease will have numerous public  
23 benefits, as noted above, and will enhance the City’s ability to manage the Gardens of Golden  
24 Gate Park and provide education and public programming, and given the SFBGS’s existing  
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1 Lease for the Botanical Garden portion of premises reliance on competitive bidding  
2 procedures for this Amendment would be impractical or impossible; and

3 WHEREAS, On November 18, 2021, the Recreation and Park Commission adopted  
4 Resolution No. 2111-005, recommending that the Board of Supervisors approve the  
5 amendments to the Lease; a copy of the Resolution is on file with the Clerk of the  
6 Board of Supervisors in File No. 211305; now, therefore, be it

7 RESOLVED, That the Board of Supervisors hereby authorizes the General Manager of  
8 the Recreation and Park Department, or their designee, to execute and enter into the  
9 Amendment to the Lease with SFBGS substantially in the form filed with the Clerk of the  
10 Board of Supervisors in File No. 211305; and, be it

11 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General  
12 Manager, or their designee, to enter into any further modifications and amendments to the  
13 Lease, including to any of its exhibits, that the RPD General Manager determines, in  
14 consultation with the City Attorney, are in the best interests of the City, do not materially  
15 increase the obligations or liabilities of the City, are necessary or advisable to effectuate the  
16 purposes of the Lease, and are in compliance with all applicable laws including the City's  
17 Charter; and, be it

18 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by  
19 all parties, the Recreation and Park Department shall provide a copy of the final Amendment  
20 to the Clerk of the Board for inclusion into the official file.

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