

1 [Park Code - Long Term Management Agreement with the National Park Service for Sharp
2 Park]

3 **Ordinance amending the San Francisco Park Code Section 3.20: 1) requiring the**
4 **Recreation and Park Department to develop a plan; 2) schedule and budget for**
5 **developing a long term management agreement with the National Park Service for**
6 **certain property under the jurisdiction of the Recreation and Park Commission located**
7 **in San Mateo County that is within the Golden Gate National Recreation Area’s**
8 **legislative boundary (Sharp Park); and 3) making environmental and other findings.**

9 NOTE: Additions are *single-underline italics Times New Roman*;
10 deletions are ~~*strike-through italics Times New Roman*~~.
11 Board amendment additions are double-underlined;
Board amendment deletions are ~~strike-through normal~~.

12 Be it ordained by the Board of Supervisors of the City and County of San Francisco:

13 Section 1. Environmental Findings.

14 The Board of Supervisors has determined that adoption of this ordinance is exempt
15 from the California Environmental Quality Act (Cal. Pub. Res. Code Sections 21000 et seq.)
16 (“CEQA”). Said determination is on file with the Clerk of the Board of Supervisors in File No.
17 _____, and is incorporated herein by reference.

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19 Section 2. The San Francisco Park Code Section 3.20 is hereby repealed in its
20 entirety.

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22 Section 3. The San Francisco Park Code Section 3.20 is hereby replaced, to read as
23 follows:

24 **SEC. 3.20. SHARP PARK LONG TERM MANAGEMENT AGREEMENT.**

25 *(a) Findings.*

1 (1) Entering a long-term management agreement with the National Park Service (“NPS”) to
2 manage property under the jurisdiction of the Recreation and Park Commission located in San Mateo
3 County that is within the legislative boundary of the Golden Gate National Recreation Area (“Sharp
4 Park”) will further the public purposes of: providing recreation opportunities consistent with modern
5 recreation demands, preserving and allowing for the restoration of wildlife habitats, preserving
6 historical resources, protecting coastal resources, and preserving land for park purposes.

7 (2) All Bay Area residents deserve safe, well-maintained, and sustainable parks in which to
8 play, engage in nature exploration, relax, and build community.

9 (3) Moreover, San Franciscans deserve parks that supply, insofar as possible, recreation that is
10 consistent with modern recreation demands.

11 (4) The City and County of San Francisco must also ensure the equitable distribution of
12 recreation dollars among our neighborhoods. In the 2011-12 Recreation and Park Department
13 Operating Budget, the Open Space Fund contribution surpassed the General Fund subsidy for the first
14 time, and the General Fund subsidy has declined 25% over the last 5 years. The decrease in public
15 funding for parks puts pressure on the Recreation and Park Department to meet financial obligations
16 by other means.

17 (5) In 2004, the Recreation and Park Department conducted a Recreation Assessment and
18 released a Recreation Assessment Report detailing the recreational preferences of San Francisco
19 residents. The report found that the number one recreation demand in San Francisco is for more
20 walking and biking trails.

21 (6) In 2010, the Neighborhood Parks Council surveyed 1,443 San Francisco residents, asking
22 dozens of questions about San Francisco’s parks. In one question, respondents were asked to list three
23 priorities for park funding. Of the nearly 100 different responses, sustainability came in fifth, behind
24 only general park maintenance, better athletic fields, more programming, and improved safety.

1 (7) Sharp Park is increasingly at risk as the climate warms and the sea level rises. San
2 Francisco can adapt to climate change by protecting viable migratory paths for wetlands, inland and
3 upland from the coast, and by prioritizing the creation and protection of habitat linkages that connect
4 natural areas and parks.

5 (8) San Francisco also has a responsibility to protect sensitive species and their habitats and
6 encourage their recovery. In Sharp Park, San Francisco has a special opportunity to implement the
7 recovery goals and objectives for the endangered San Francisco garter snake and the threatened
8 California red-legged frog, as established by the United States Fish and Wildlife Service’s recovery
9 plans for each species.

10 (9) Experts on coastal wetlands restoration have declared that the Laguna Salada wetlands at
11 Sharp Park “represents one of the best opportunities in the Central Coast region to improve and
12 restore impaired lagoon wetland habitats for endangered species” (PWA-ESA 2011). Because of the
13 existence and potential for significant restoration for endangered species, of which the “restoration of
14 garter snake habitat at Sharp Park has been identified as a key recovery goal by the U.S. Fish and
15 Wildlife Service” (USFWS 1985), restoration and development of habitat-compatible recreation can
16 attract federal and state endangered species recovery and ecosystem restoration funding.”

17 (10) Working in partnership with the NPS, San Francisco has an opportunity to: provide
18 recreational opportunities that are consistent with modern recreational demands, equitably distribute
19 scarce recreation resources in San Francisco, address land management challenges posed by climate
20 change and sea level rise, protect and recover endangered species and create a more sustainable and
21 resilient public park at Sharp Park.

22 (b) In order to provide recreation benefits consistent with the modern recreational needs of all
23 San Franciscans, Bay Area residents, and visitors, no later than January 1, 2012, the General Manager
24 of the Recreation and Park Department shall offer to the NPS the opportunity to create a long-term
25 management agreement (“Agreement”) with the City for Sharp Park in a manner that meets the policy

1 objectives and goals of the City as set forth in subsection (c), below, and is consistent with: (i) the
2 National Park Service's Organic Act, 16 U.S.C. §§ 1 et seq., and Management Policies; (ii) Golden
3 Gate National Recreational Area's (GGNRA) enabling legislation, Public Law 92-589; and (iii)
4 GGNRA's Mori Point, Sweeney Ridge, and Milagra Ridge management plans. The Agreement shall
5 also expressly require the termination of any golf course use of Sharp Park. During the transitional
6 period between the NPS's acceptance of the offer and the implementation of the Agreement, the City
7 shall not enter into any new leases, contracts or agreements for the operation of the golf course, but
8 may continue to operate existing golf amenities, so long as the City complies with all applicable federal
9 and state environmental regulations and permitting requirements, including, but not limited to, the
10 Endangered Species Act, 16 U.S.C. §§ 1531 et seq. If the NPS accepts the offer in principle, then the
11 General Manager shall take all actions necessary to create the Agreement in partnership with the NPS
12 consistent with the transition plan specified in subsection (c) below.

13 (c) The Department shall consult with the NPS and develop a collaborative transition plan that
14 achieves the following policy objectives and goals of the City: (i) ensures that Sharp Park remains
15 secure, free of vandalism and incompatible uses, and properly maintained during the period of
16 negotiations over the Agreement; (ii) identifies actions the Department and NPS will take to create an
17 Agreement with the City for Sharp Park, (iii) creates a schedule for each party to complete those
18 actions and develops a financial road map for long-term planning to be conducted by the NPS,
19 including habitat restoration and trail-based recreation, and implementation of the long-term plan by
20 the NPS; (iv) develops terms, to be incorporated into the Agreement, that ensure that the NPS utilizes
21 existing facilities to provide compatible and public-serving uses such as, a community and visitor
22 center with appropriate and feasible recreation; (iv) develops terms, to be incorporated into the
23 Agreement, that provide for trail-based recreation, support stewardship of park lands, enhance nature-
24 based educational opportunities, and provide other public recreation opportunities where appropriate
25 and feasible; (v) establishes dates to end existing uses inconsistent with the Agreement, and to fully

1 transition land management to the NPS pursuant to the Agreement for Sharp Park as specified in
2 subsection (b) above; and (vi) develops terms, to be incorporated into the Agreement, that ensure that
3 the NPS provides public recreation opportunities consistent with the National Park Service's Organic
4 Act, 16 U.S.C. Sections 1 et seq.; GGNRA's enabling legislation, Public Law 92-589 and Management
5 Policies, and GGNRA's Mori Point, Sweeney Ridge, and Milagra Ridge management plans.

6 (d) All City of Pacifica residents shall have the right to purchase San Francisco resident golf
7 cards and to play at all of San Francisco's municipal courses at San Francisco resident rates for five
8 years from the effective date of this ordinance. Any extension of these rates beyond said term is subject
9 to approval by the Recreation and Park Commission and the Board of Supervisors.

10 (e) The City shall offer positions to all City employees employed at Sharp Park Golf Course,
11 consistent with applicable civil service rules and collective bargaining agreements.

12 (f) This ordinance shall not apply to Sharp Park lands currently operated for archery purposes
13 unless a Memorandum of Agreement is entered into between the organizations operating the archery
14 range and NPS.

15 (g) The RPD General Manager shall provide a written report to the Board of Supervisors on
16 the status of the development of the collaborative transition plan with NPS by June 1, 2012, and
17 quarterly thereafter until such time as the transition is complete.

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19 APPROVED AS TO FORM:
20 DENNIS J. HERRERA, City Attorney

21 By: _____
22 VIRGINIA DARIO ELIZONDO
23 Deputy City Attorney
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