

LEGISLATIVE DIGEST
(as amended June 20, 2013)

[Lease and Management Agreement - Botanical Garden Society - Waiving Fees - Botanical Garden at Strybing Arboretum in Golden Gate Park]

Ordinance approving and authorizing a Lease and Management Agreement between the City and the San Francisco Botanical Garden Society for the San Francisco Botanical Garden at Strybing Arboretum in Golden Gate Park, with an initial term of 10 years with 2 10-year extension options; waiving the non-resident admission fee in Park Code Section 12.46(d) for certain persons and entities as set forth in the Lease and Management Agreement; ratifying prior acts in connection with this Ordinance; and making environmental findings.

Existing Law

Section 12.46(d) of the Park Code provides that the Recreation and Park Department shall charge non-San Francisco residents an admission fee for entrance to the Botanical Garden.

Amendments to Current Law

Approval of Lease and Management Agreement. The proposed uncodified ordinance would authorize the General Manager of the Recreation and Park Department (“RPD”) to enter into and execute a Lease and Management Agreement with the San Francisco Botanical Garden Society (“SFBGS”) that includes the following key terms:

1. An initial term of ten years, with two ten-year extension options.
2. The leased premises shall include designated office space in the County Fair Building and the Helen Crocker Russell Library Building, the Visitor Orientation Center and Book Store, a library space, a storage and utility space, and the existing greenhouse. If SFBGS completes its proposed nursery project, the nursery will be added to the leased premises.
3. SFBGS shall pay the City a base rent of \$100 per year.
4. SFBGS shall collect fees paid by non-residents for admission to the Botanical Garden and remit them to the City. Receipts from admission fees shall be solely for the benefit of the Botanical Garden and shall be allocated by RPD on a monthly basis to SFBGS and RPD according to the schedule set forth in the Lease and Management Agreement. Any outstanding balance of admission receipts following such allocation shall be paid into the “Botanical Garden Improvement Fund,” which will be maintained by the City and shall not be commingled with other City funds.
5. SFBGS shall not be required to reimburse the City for the following non-residents receiving free admission to the Botanical Garden subject to the Board of Supervisors’

approval by ordinance: (i) SFBGS members, (ii) members of other botanical gardens participating with SFBGS in reciprocal member programs, and (iii) school group students, teachers or chaperones. The Botanical Garden will also be open to non-residents without charge every morning between 7:30 a.m. and 9:00 a.m., and all day, during its hours of operation, one day per month, and on Thanksgiving, Christmas and New Year's Day, subject to the Board of Supervisors' approval by ordinance.

Fee Waiver. The proposed uncodified ordinance would also waive the non-resident admission fee in Section 12.46(d) of the Park Code for the following non-resident persons/entities identified in the Lease and Management Agreement: 1) SFBGS members, 2) members of other botanical gardens participating with SFBGS in reciprocal member programs, and 3) school group students, teachers and chaperones. The Botanical Garden would also be open to non-residents without charge every morning between 7:30 a.m. and 9:00 a.m., and all day, during its hours of operation, one day per month, and on Thanksgiving, Christmas and New Year's Day. The provision authorizing this fee waiver is also uncodified.

Background Information

The San Francisco Botanical Garden Society ("SFBGS") is a nonprofit 501(c)(3) corporation devoted to supporting, promoting, and enhancing the use, appreciation and stature of the Botanical Garden. SFBGS has provided support and assistance to the City in the management and operation of the Botanical Garden since 1955. In 2002, the City and SFBGS entered into (i) a Cooperation Agreement pursuant to which RPD and SFBGS agreed to cooperatively manage the Botanical Garden, and (ii) a lease pursuant to which SFBGS leased from the City certain office space, library space, horticultural space and book kiosk space within the Botanical Garden. The terms of the Cooperation Agreement and the original lease have expired, and the City and SFBGS have continued to operate under the terms of such agreements. In addition, the City and SFBGS entered into a Grant Agreement, dated July 1, 2010, pursuant to which the City provided a grant to SFBGS for the purpose of funding certain education and community outreach and the operation and maintenance of the Botanical Garden's non-resident entrance fee collection program. The Grant Agreement expires on June 30, 2013.

RPD and SFBGS desire for SFBGS to continue to lease certain office and related space in the Botanical Garden for administrative purposes, to lease and continue to operate the library, to access and utilize horticultural space in the Botanical Garden, and to utilize space in the buildings within the Botanical Garden for educational seminars, receptions, lectures and other special events. City and SFBGS further desire for SFBGS to provide assistance with the operation and management of the Botanical Garden and with education, fundraising and other activities which will support and enhance the Botanical Garden.