

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

3 **Ordinance amending Section 3.20 of the San Francisco Park Code 1) requiring the**
4 **Recreation and Park Department to offer a long term management agreement to the**
5 **National Park Service for certain property under the jurisdiction of the Recreation and**
6 **Park Commission located in San Mateo County that is within the Golden Gate National**
7 **Recreation Area’s legislative boundary (“Sharp Park”); and 2) making environmental**
8 **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 following determination has been made under the California Environmental Quality
15 Act (Cal. Pub. Res. Code Sections 21000 et seq.) (“CEQA”) with respect to adoption of this
16 ordinance: **[TBA]**. Said determination is on file with the Clerk of the Board of Supervisors in
17 File No. _____, and is incorporated herein by reference.

18
19 Section 2. The San Francisco Park Code Section 3.20 is hereby repealed in its
20 entirety.

21
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 into a long-term management agreement with the National Park Service (“NPS”
2 to manage property under the jurisdiction of the Recreation and Park Commission located in San
3 Mateo County that is within the legislative boundary of the Golden Gate National Recreation Area
4 (“Sharp Park”) could provide San Francisco with the opportunity to further the public purposes of:
5 providing recreation opportunities consistent with modern recreation demands, preserving and
6 allowing for the restoration of wildlife habitats, preserving historical resources, protecting coastal
7 resources, and preserving land for park purposes.

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

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

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

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

22 (6) In 2010, the Neighborhood Parks Council surveyed 1,443 San Francisco residents, asking
23 dozens of questions about San Francisco’s parks. In one question, respondents were asked to list three
24 priorities for park funding. Of the nearly 100 different responses, sustainability came in fifth, behind
25 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. At 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 Sharp Park “represents one of
11 the best opportunities in the Central Coast region to improve and restore impaired lagoon wetland
12 habitats for endangered species.” (PWA-ESA 2011). Because of the existence and potential for
13 significant restoration for endangered species, of which the “restoration of garter snake habitat at
14 Sharp Park has been identified as a key recovery goal by the U.S. Fish and Wildlife Service” (USFWS
15 1985), restoration and development of habitat-compatible recreation can attract federal and state
16 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 (11) Approval of this ordinance is a preliminary step in the process of potentially entering into an
23 agreement with NPS for long-term management of Sharp Park. Approval of such an agreement is
24 contingent upon a number of subsequent steps, including but not limited to NPS agreeing to develop the
25 Agreement, as defined below, the successful development of the Agreement, approval of the Agreement,

1 following the completion of any required environmental analysis by the City and County of San
2 Francisco("City") under CEQA and by NPS under the National Environmental Policy Act ("NEPA").
3 Nothing in this Ordinance implements any approvals of the Agreement, or grants any entitlements to
4 the NPS, nor does adoption of this Ordinance foreclose the possibility of considering alternatives or
5 mitigation measures to the Agreement, including a no action alternative or an alternative that includes
6 retention of all or portions of Sharp Park Golf Course, and while this Ordinance sets forth many of the
7 potential terms of a proposed Agreement , it does not set forth all of the material terms and conditions
8 of a project proposal. A transaction of the type contemplated in this ordinance involves many terms
9 and conditions that have not yet been agreed upon, and it is expressly contemplated by the Board of
10 Supervisors that binding agreements will have to be negotiated, agreed and ultimately approved
11 through applicable public processes, including approval by the Board of Supervisors.

12 (12) Changes to the long-term management of Sharp Park that may occur under a proposed
13 agreement with the NPS shall not proceed unless and until the City and NPS negotiate, execute and
14 deliver mutually acceptable agreements based upon information produced from any required CEQA
15 and NEPA environmental review processes, other public review and hearing processes, and subject to
16 all applicable governmental approvals. The City retains the absolute sole discretion to propose terms,
17 consistent with this ordinance, for inclusion in the Agreement, and as may be necessary to comply with
18 CEQA, if applicable. Approval of this ordinance grants NPS no vested rights, does not authorize or
19 require any construction or other physical alteration of Sharp Park, results in no approved
20 development plan for Sharp Park, and no legal obligations will exist unless and until the City and NPS
21 negotiate, execute and deliver mutually acceptable agreements based upon information produced from
22 applicable environmental review processes, and on other public review and hearing processes, subject
23 to all applicable governmental approvals.

24 (b) In order to provide recreation benefits consistent with the modern recreational needs of all
25 San Franciscans, Bay Area residents, and visitors, no later than March 1, 2012, the General Manager

1 of the Recreation and Park Department ("General Manager") shall offer to close Sharp Park Golf
2 Course and offer to the NPS the opportunity to create a long-term management agreement
3 ("Agreement") with the City for Sharp Park in a manner that meets the policy objectives, findings, and
4 goals of the City as set forth in this ordinance and consistent with: (i) the National Park Service's
5 Organic Act, 16 U.S.C. §§ 1 et seq., and Management Policies; (ii) Golden Gate National Recreational
6 Area's ("GGNRA") enabling legislation, Public Law 92-589; and (iii) GGNRA's Mori Point, Sweeney
7 Ridge, and Milagra Ridge management plans. If the NPS is willing to consider the opportunity for
8 long-term management of Sharp Park, then the General Manager shall take all actions necessary to
9 negotiate the Agreement in partnership with the NPS consistent with the policy specified in subsection
10 (c) below. The General Manager is authorized to and shall discuss with the NPS, among other options
11 and terms, the closure of Sharp Park Golf Course. During the period between the NPS informing the
12 General Manager of its willingness to negotiate an agreement with the City and either (i) the approval
13 or denial of the Agreement or (ii) NPS informing the General Manager of its intent to cease
14 negotiations with the City, the City shall not enter into any new leases, contracts, or agreements for the
15 operation of the golf course, but may continue to operate existing golf amenities, so long as the City
16 complies with all applicable federal and state environmental regulations and permitting requirements,
17 including, but not limited to, the Endangered Species Act, 16 U.S.C. §§ 1531 et seq.

18 (c) The General Manager shall consult with the NPS and develop a collaborative policy that
19 achieves the following objectives and goals of the City: (i) ensures that Sharp Park remains secure, free
20 of vandalism and incompatible uses, and is properly maintained during the period of negotiations over
21 any Agreement; (ii) identifies actions the Department and NPS will take to propose an Agreement with
22 the City for Sharp Park, (iii) creates a schedule and financial road map, to be incorporated into any
23 Agreement, for each party to complete those actions specified in subsection (ii); (iv) discusses terms,
24 which may be incorporated into the Agreement, that ensure that the NPS utilizes existing facilities to
25 provide compatible and public-serving uses such as a community and visitor center with appropriate

1 and feasible recreation; (v) discusses terms, which may be incorporated into the Agreement, that
2 provide for trail-based recreation, support stewardship of park lands, enhance nature-based
3 educational opportunities, and provide other public recreation opportunities where appropriate and
4 feasible; (vi) establishes proposed dates, to be incorporated into the Agreement, to end existing uses
5 inconsistent with the Agreement, and to fully transition land management to the NPS as specified in
6 subsection (b) above; and (vii) discusses terms, which may be incorporated into the Agreement, that
7 ensure that the NPS provides public recreation opportunities consistent with the National Park
8 Service's Organic Act, 16 U.S.C. Sections 1 et seq., GGNRA's enabling legislation, Public Law 92-589,
9 NPS Management Policies, and GGNRA's Mori Point, Sweeney Ridge, and Milagra Ridge
10 management plans.

11 (d) In the course of exploring an agreement with NPS for the long-term management of Sharp
12 Park, the Board of Supervisors shall consider, in addition to the items listed in subsection (c) above,
13 affording all City of Pacifica residents the right to purchase San Francisco resident golf cards and to
14 play at all of San Francisco's municipal courses at San Francisco resident rates for a minimum of five
15 years, in order to reduce recreational impacts that could result from closure of Sharp Park Golf Course
16 should the Board of Supervisors approve an agreement with NPS which provides for the closure of
17 Sharp Park Golf Course.

18 (e) In the event an agreement between the City and NPS for the long-term management of
19 Sharp Park is approved and Sharp Park Golf Course is closed as a result, the City shall offer positions
20 to all City employees employed at Sharp Park Golf Course, consistent with applicable civil service
21 rules and collective bargaining agreements.

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

1 (g) The General Manager shall provide a written report to the Board of Supervisors on the
2 status of negotiations with NPS regarding a potential agreement for the long-term management of
3 Sharp Park by June 1, 2012, and quarterly thereafter until such time as negotiations are complete.

4 APPROVED AS TO FORM:
5 DENNIS J. HERRERA, City Attorney

6 By: _____
7 VIRGINIA DARIO ELIZONDO
8 Deputy City Attorney