



Edwin M. Lee, Mayor  
Philip A. Ginsburg, General Manager

**Date:** October 5, 2017

**To:** Recreation and Park Commission  
Operations Committee

**Through:** Philip A. Ginsburg, General Manager

**From:** Dana Ketcham, Director of Property Management and Reservations

**Subject:** Randall Museum Friends – Framework and Support Agreement

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### **Agenda Item Wording:**

Discussion and possible action to authorize the Department to enter into a framework and support agreement with the Randall Museum Friends for a period of up to 9 years that is substantially in the same form as the draft agreement dated September 25, 2017.

### **Strategic Plan**

**Objective: 1.2:** Strengthen the quality of existing Parks & Facilities

**Objective: 2.1:** Strengthen the quality, responsiveness, and accessibility of recreation programs

**Objective: 3.3:** Cultivate increased philanthropic support

### **Background:**

The Recreation and Parks Department (the “Department” or “RPD”) owns the Randall Museum located at 199 Museum Way in San Francisco, California and surrounding land, including, but not limited to, a parking lot and a portion of the surrounding playgrounds (collectively, the “Property”).

For over 60 years the Randall Museum Friends (the “Friends” or “RMF”) has provided support for the Museum’s operations, programs, and capital projects. In 1954, the Friends formed a private, nonprofit, public benefit corporation to further its support. The Friends is dedicated to providing leadership and support for, and promoting and enhancing the use, appreciation and stature of, the Randall Museum.

The Friends have raised several million dollars and contributed countless volunteer hours in support of programs and capital improvements, and has provided ongoing, daily administrative and programming support to Museum staff. In light of the special relationship between the Parties and in recognition of the complimentary resources each party brings to this relationship, the Parties established a framework in 2007 for efficient and mutually beneficial day-to-day interaction, cooperation, support and management and the use of their resources (the “Original Framework”). Under that agreement they have cooperatively provided an array of programs and services and the



Friends have provided fundraising to the Department enabling them to expand services and most recently helped to finance the renovation of the Museum. The Original Framework expired in 2016 but was extended until a new agreement was finalized.

RMF and the Department desire to continue their partnership and update their agreement to facilitate, among other things: education and the enjoyment of the Museum by children and adults of all ages; the ongoing donation of funds, goods and services for new and improved exhibits and programs, and for future capital improvements; the option of expanding Friends programs to other sites and increased access to the Museum by the public during non-Museum hours for community group meetings and the like and private events. RMF's donors have made, and continue to make, contributions to RMF on the condition, or with the understanding that, RMF will collaborate with RPD in the planning, rehabilitation, programming, curatorial functions, general management and marketing of the Museum.

### **Overview of the Framework and Support Agreement**

**Friends Right to Use Museum and Property:** The Friends and their staff and volunteers have the right to use the Museum and the Property to conduct classes; to hold events; to collect donations; to maintain office space; and to coordinate activities by others, including rentals and retail, for food and beverage sales as approved by the General Manger of RPD or his or her designee ("General Manager"). The RMF's shall have the right to have an office in the Museum.

**Term of Agreement:** The term of the Agreement shall be nine (9 years) from the date of execution.

**Cooperation:** The Department and RMF will work together as follows:

- Develop an annual work plan to cover operations.
- RMF shall collaborate in the development and provision of educational programming at the Museum and, if and as agreed by RMF and the General Manager on a case-by-case basis, at other RPD facilities. The programming will be done with a constituency matrix, and a calendar outlining all of the planned programming for the year including but not limited to Family events, Classes, Drop-In Programs, School Programs, Theater Programs, Community Support Programs, Classes, Camps, and Exhibits.
- RMF may collaborate in the development, scheduling, booking or producing, of special programs and exhibits.
- RMF and RPD shall each oversee their own staff.
- RMF and RPD shall oversee the process of recruiting, screening, training and placing docents, volunteers and interns to perform services at the Museum,
- RMF and RPD shall jointly conduct at least one meeting per year for the general public to report and solicit community comments on the operation of the Museum.
- RMF and the Museum Director shall at all time use good faith efforts to reach all decisions by consensus. In the event that RMF and the Museum Director are unable to reach consensus, then they shall refer the matter to the President of the Board of Directors of RMF and the General Manager,

- RMF in conjunction with RPD staff shall plan, organize and implement donation and specific fundraising programs for the benefit of the Museum.
- RMF may schedule and coordinate the use of the Property by clubs, community groups, members of the public and other organizations (“Other Users”), provided that activities of such Other Users are consistent with the mission and goal of the Museum, subject to the approval of the Museum Director and in compliance with RPD permitting requirements. RMF may charge Other Users holding an event that requires extensive coordination a separate facility coordination fee at rates approved by the General Manager.

**Use of Department Registration and Permit System:** Registration for classes at the Museum and permitting of rentals at the Property, as well as payment for classes and rentals shall be done through RPD’s then-current department-wide system for class registration and permits

**Fees to the Department:** RMF shall charge persons using the facilities on the Property fees or rates authorized by the Park Code. RMF will collect all revenue for classes and use of facilities on the Property, and will pay RPD a minimum of \$20,000 annually for its use of the Museum or 10% of the actual annual revenue, whichever is greater (the “Revenue Payment”). All funds generated by RMF shall be used for the benefit of the Randall Museum or satellite programs offered by the Randall Museum at other Department facilities.

**Scholarships.** RMF shall contribute toward scholarships granted by RPD for classes at the Museum in accordance with RPD’s scholarship policies, up to but not to exceed \$10,000 annually (the “Scholarship Amount”).

**Food and Beverage:** RMF shall have the authority to operate food and beverage service on site, as approved by the General Manager.

**Overall Coordination of Museum by the Museum Director:** The Museum Director, under the Direction of the Superintendent of Recreation and the General Manager shall be responsible for the overall operation and management of the Museum. The RMF Board President may provide input based on the objectives in the Work Plan for purposes of the annual performance evaluation of the Museum Director performed by RPD. In the event of a vacancy in the position of the Museum Director, RMF will be included in the process of selecting a new Museum Director.

The Department’s Manager of Cultural Arts currently serves as the Museum Director in addition to other responsibilities. Subject to approval by the Mayor and the Board of Supervisors through the City’s budget process, the Department has agreed to provide a full-time Randall Museum Director. The Department commits to add a position for this specific purpose in either the Fiscal Year 2018-19 or 2019-20 budget.

**Maintenance:** The Department shall be responsible for all ongoing maintenance of the Museum and Property including all custodial and gardening services.

**Specialty Programs and Exhibits:** The City shall be responsible for the safe operation of the hands-on crafts and science studios at the Museum and for ensuring all animals at the Museum are cared for in a safe and humane manner, as recommended by the American Zoological Society.

**Staff Recommendation:**

Department staff recommends that the Commission authorize the Department to enter into the agreement with RMF.

**Supported By:**

Friend of Randall Museum

**Opposed By:**

No known opposition

**Attachments:**

Exhibit A – Draft Framework and Support Agreement between the Department and the Randall Museum Friends dated September 25, 2017.