

Hello Phil and Tracy,

As we move forward with the Heart of the City's relocation, I wanted to be sure that we were proceeding with transparency, so that we can put our best foot forward in the Fulton Plaza location. It is good to know that you value our contribution to this community, have no intention of replacing us, and that you are hoping to create a healthier environment that we can thrive in.

First I wanted to address the items that we have already discussed and assurances you gave that we can count on. (I know that many of these items have already been addressed and we appreciate your efforts.)

- The Activation Project is an experimental pilot project (though it has now been moved from 6mo to 2 years). If it proves unsuccessful the market will be able to return as we currently operate. The bricks can be replaced, the structures removed, and the plaza returned to us. Please understand that the Plaza is our "happy place" and that space is a big part of our identity. **We would like to have some benchmarks in place to know whether the project is successful or not.**
- All required permits (Fire Dept., Health Department, Rec and Park, etc...) obtained before Market relocation.
- Space will be available for market growth in the Civic Center Plaza and the West end of UN Plaza (after construction is completed in November)
- **90** minute validated parking will be available for **all of our customers** to use on market days. There should not be a cutoff after a certain # vouchers are distributed. After discussions with our staff on the ground, we feel that this would be too much of a burden on our Info booth workers, and impede efficient processing EBT, debit, and credit card transactions. **We believe that the best solution would be to have Urban Alchemy validate parking as you suggested.** This is one of the true benefits of moving to the new location and we hope to heavily promote it and let every customer know that they can park for free.
- Free vendor and staff parking passes
- SFMTA has committed to ensuring that Fulton and other market parking spaces are clear for market usage by the start of vendor load-ins on market days.
- You will ensure that there is consistent security from load-in to load-out on market days. Specifically, vendor trucks will have to be monitored. **We hope to get specifics on who will provide security, how many, how security issues will be handled, and areas of responsibility.**
- All areas for Market setup will be clear upon arrival at 4am. (No tents, vehicles, etc...) **We will need to set up a communication system if this does not happen.**
- There will be some public safety benchmarks. Market performance will be one of the benchmarks used to determine project success. We will track customer usage of our EBT and credit cards before and after the move. **We would like to know those benchmarks before the start of the project.**
- You will provide marketing/promotion assistance to ensure a successful rollout. This should include print ads, postcards for hand out, maps, and a-frame signage. In

addition, plans for a Grand Opening, bus ads, radio ads, and yearly promotion would be welcome.

- ADA access will be ensured.
- The market requires the following infrastructure to operate safely and efficiently.
 - 1) Access to running water, 2) adequate lighting for early morning setup 3) tie downs for securing canopies (this was not previously discussed but I think it is necessary.)
- Provide seating/waste management for our food vendors.
- Access to Fulton will be available by September 1. The first day at the new location will be September 3.

Additional details and reasonable requests that I hope you will agree to.

- We would like a more permanent permit to operate in Fulton Plaza as soon as possible. The 2 month temporary permit does not give confidence that the City plans to retain our market.
- Farmers should be financially compensated for the burden and costs incurred because of move (weights, canopies, dollies, carts, additional help for loading/unloading. At the least, show the farmers that they are valued. (You could cover their parking charges or permit costs or a reduction in stall fees, a stipend) The market does not have the funds to alleviate this burden and will have to continue to charge the farmers as before.
- The empty tree wells need to be refilled with decomposed granite or concreted in. A woman tripped and hurt herself badly while I checked out the space last week. (It is not lost on me that the bricks on the plaza come loose sometimes causing a trip hazard. I've had many fixed over the years.)
- Website help. We could use some help updating our website. (Farmer Stories/Pictures). This could go a long way in promoting our market and conveying a new start. We could use some of the expertise you have on staff.

Please let me know if you can provide these accommodations. I believe that they are reasonable and doable. Please, understand that we are a small non-profit with limited capacity for such a large undertaking as this. Your assurances could convince our farmers and small businesses that they are being listened to, and we can finally put a positive spin on this move and continue serving our community. Let's work together to make this happen.

Steve

Hi Phil and Tracy,

I wanted to follow up on the needs of the Farmer's Market after our 1st day of operation in the new location. We appreciate you pledging your support of the market and shoutout to Tracy and Helene for assisting yesterday, but it would be reassuring if you could address our needs with a specific action plan. If there are items that you will not accommodate, it would be useful to know those as well. Below are some items/issues which are now obvious needs after our first day of operations.

Farmers Market Signage on UN Plaza

On UN Plaza the construction fencing for the new project has been erected and there are signs for the Library and the Asian Art Museum. There should be signs for the Farmers Market as well.

Water Access Improvements

Our vendors need access to water for the entire market day as needed. We have vendors who need water at different times throughout the market day. Having to install the special valve and uninstalling (so it is not stolen) for each vendor is problematic.

Tie downs for Wind

Wind on Fulton was appreciably greater than on UN Plaza with no way of tying down the canopies. One vendor had a hole blown in their canopy and many farmers with weights on each canopy leg still had to physically hold their tents to keep them from flying. Some means of securing their canopies is essential. Until tie downs are available, many vendors will probably need to purchase additional weights and heavier canopies. They should be compensated for these additional costs.

Reflective Coating on asphalt

As the sun came out and it began to warm up, the heat radiating from the asphalt became obvious. On a hot day this heat would be very detrimental to the preservation of the farmers' produce. One of the details that made UN Plaza special was the bricks. The bricks kept the space cool for the people but especially for the produce. For a 10 hr market day, the heat sink created by the asphalt and lack of shading will certainly reduce the life of the produce being sold and create a sweltering atmosphere for our vendors and customers. There are reflective asphalt coatings that could greatly reduce this heat effect. I have seen them applied in an artistic manner that could make the parking lot attractive even on non market days. Phil, I believe you have overseen such a project in the past.

Permanent location markings

Since there are few locating structures in the plaza, the vendors will need some way of finding their locations without constant supervision. We spent hours measuring and marking their

locations with chalk for the first day and will probably have to do the same before the next market day. This is not sustainable.

Customer Parking Signage

Only 13 customers used their parking validation on the first day. However, I had many customers questioning where and how they could access the parking. We need additional signage to make this process as simple and obvious as possible.

Trash Receptacle on Fulton side

A trash receptacle on the Fulton side of Larkin would be appreciated.

Truck parking on Larkin

We will need to find parking for the vendor trucks that were assigned unusable spaces.

Carts for Vendor Usage

The market will need to purchase additional carts for vendor use during markets for transporting produce/items from their vehicles to their stands.

Storage for Equipment

At one time we were promised storage in Brooks Hall. With all the new equipment now needed, it would be very useful to have a place for storing this equipment.

It would be great if you could respond to these requests, so that we will know how to move forward. Pledging support is great, but we need to have a working plan. I'd appreciate your response. Thank you,

Steve

Hello Phil and Tracy,

Since Heart of the City Farmers' Market has now been open for a couple of weeks, I wanted to give an update on current operations, needs, and accomplishments as we try to adapt to the new Fulton Plaza location.

General Notes:

- There seems to be adequate customer attendance in the new location, though there is a demarcation that is occurring. Many of the farmers on the East Side (closest to Hyde St.) of the statue are reporting average to good sales. However, those on the West Side are reporting low sales. This may be due to the distance from the BART station, unfamiliarity with the new location, and issues with market layout.
- Vendors that we have had to locate on the Library sidewalk are not getting great customer flow and have low sales. We are working on layout designs to help with this.
- The Hot Food Vendors that have been placed across Larkin St. (due to the lack of space in Fulton Plaza) are dislocated from Market foot traffic. On Wednesdays, vendors are showing slow early sales but are compensating with a good lunch rush. On Sundays, vendors are struggling. Two of the three vendors are reporting 75% less sales than they were getting on UN Plaza. One of those vendors had to be convinced to apply for the 4th quarter health department permit (due this week) since they only sell on Sundays.
- Many customers have responded favorably to the new location. The vendors are seeing new customers but are not seeing many of their regulars from the neighborhood. This is something important to monitor as we move forward.
- Farmers and other vendors are having to work longer (additional setup and break down times) and harder (inconvenient access to trucks/storage). This cannot be forgotten or underestimated, even if customers appreciate the new space. HOCFM decided to reduce market hours from 7am-4pm (Instead of 5:30pm) to help compensate for this.

Several of these items have not changed much from previous communications but still need to be addressed:

- 6 month pilot project - Certainly, an evaluation of the success/failure of the Activation Project and the success/failure of the Market in its new location should happen in 6 months. Phil, you mentioned at HOCFM's board meeting that Placer AI could be used to measure the attendance in the respective locations. I researched this and found out that this technology can give data on the number of customers in a space, the level of occupancy within a space (hot and cold spots) and even retroactively provide this information. If you have access to this data it could be very useful in assessing the effectiveness of our relocation and the Activation Project's success or failure. We would love to see this data and get assurances that we can return to UN plaza if the project is unsuccessful.
- Permit to Operate - We still have not secured a permit to operate on Fulton Plaza. This is a priority. HOCFM can not feel confident in our long term retention without it.
- Promotion/Marketing/Website Assistance - The market could use funding and technical assistance to continue getting the word out.

- Fulton Plaza Surface - The heat from the asphalt is very detrimental to the life of the produce being sold and the comfort of our vendors and visitors. It is very noticeable now and we have not had the very hot days that are sure to come. We did not request that the lot be repaved. Considering that markings remained from the Safe Sleeping Village which closed over a year ago, this was surely on someone's to do list. We do request that some treatment be applied to the surface to cool temperatures as the bricks did on UN Plaza. Permanent markings for vendor location will also be needed.
- Storage - A place for storing all of the new equipment is needed.
- Compensation - The market and vendors should be compensated for costs incurred due to the relocation of our market.

Additional Requests:

- Vendor Bathroom Access - The green bathroom kiosk on Market street is open 24 hrs. This allowed farmer access when they arrived for setup in early morning. The new kiosk location at Grove and Larkin does not open until 7 am. Could these hours be adjusted or the 24 hr access from Market St. moved to Grove and Larkin?
- Vendor Retention - The hot food vendors are now isolated away from Farmers Market foot traffic. On Wednesdays the vendors seem to be managing due to a big lunch rush from office workers in the area. However, on Sundays the vendors are struggling to survive. Two of the three current vendors have seen a 75% reduction in sales. Moving them on to Fulton Plaza with the other vendors may be required. On Sundays there are less farmers, so this should be possible. We ask for approval to do so.

We certainly appreciate that several issues and needs that we have asked for have been addressed:

- Free Validated Parking for Customers - We have worked out the kinks and you have provided more signage. We are still looking to get the word out and educate customers on the process so more will use it. So far we only see about 10-15 customers using the free parking each market day.
- Water Access - We now have good water access. I believe that a request has been put in to fix the leakage from the sprinklers next to the Asian Art Museum.
- New Location Signage on UN Plaza - You installed signage on the construction fencing at UN Plaza as requested. Oddly, we still have customers calling in thinking that the market has closed down when they come to the plaza and see fencing.
- Security - Park Rangers, Urban Alchemy, and Civic Center ambassadors have been very noticeable and helpful on market days. We have even noticed SFPD in their cars across the street. Hopefully this will continue long term.

Please let me know if you have any questions. I look forward to hearing from you.

Steve

**PERMISSION TO OPERATE AGREEMENT
HEART OF THE CITY FARMERS MARKET**

Civic Center Community Benefit District (“CCCB D”), a California nonprofit corporation, and The Heart of the City Farmers Market (“OPERATOR”), a California nonprofit corporation hereby agree to enter into this Agreement for the operations and management of The Heart of the City Farmers Market (“Market”) effective September 1, 2023.

1. Duties of CCCBD

As part of its regular operations CCCBD provides public realm maintenance and public safety support in coordination with City agencies 7am to 7pm, 7 days per week. Requests for service can be placed via 311 or the CBD’s Dispatch Office Call: (415) 781-4700 or dispatch@sfciviccenter.org.

- a. Donate field personnel (Ambassador) to manage traffic safety bollards and barricades on Market days.
- b. Donate field personnel to set up Loading Zone and Parking Validation station equipment and Garage signage.
- c. Donate field personnel (Urban Alchemy) to help monitor the Loading Zone and validate Parking.
- d. Donate field personnel (Urban Alchemy) to monitor the Fire Lane.

CCCB D will also provide, at its sole discretion, technical assistance, equipment and coordination assistance for the following on behalf of Operator with relevant City agencies:

OPERATOR REQUESTS FOR SUPPORT	AGENCY ORGANIZATION FULFILLING REQUEST
Planning, Infrastructure and Equipment	
Market Layout Design and Approval	CBD RPD SFMTA
Street Parking for vendors (519’ in addition to spaces at stalls)	SFMTA
Permanent Street Signs for Vendor Parking	SFMTA
Vendor Parking Placards	CBD
Free Parking for HOCFM Staff (9 people all day Wed & Sun)	RPD
Staff Parking Placards	CBD
Free Customer Parking in Civic Center Garage & Signage	RPD SFMTA CBD
Customer Parking Vouchers (100 per day, 90 minutes ea.)	RPD SFMTA
Parking Validation Station Equipment & Signage	CBD
Wholesale Loading Zone Parking Spaces (4) & Signage	SFMTA CBD
Paving over tent encampment squares and damage	Public Works
Landscaping Upgrades	Public Works
Traffic Safety Bollards	SFMTA CBD
Barricades	Public Works
Cones for Fire Lane	CBD

Cones for Line at Check in Tent	CBD
Water Access	Public Works
Street Lights Fixed	SFPUC
Trash Receptacles	Public Works
Relocation signs	RPD CBD
New Market Entrance Signs	CBD
Market Entrance Barricades	Public Works
Market Entrance Banners	CBD
Markings for vendor stalls and parking	CBD
Tent weights for existing vendors	Public Works CBD
Market moving dollies for vendor use	CBD
Equipment storage area	RPD DRE
Re-paving Fulton surface a lighter color	Public Works
Personnel and Staffing (ongoing)	
Street parking enforcement during Markets	SFMTA
Bollard moving on Market days	CBD
Parking Validation Attendant	Urban Alchemy
Validation station equipment & garage sign set up	CBD
Parking voucher production	SFMTA
Fire Lane Monitors (2)	Urban Alchemy
Roving public safety support	SFPD, Rangers, Sheriffs, CBD

2. Duties of Operator

Operator will manage and operate regular farmers market on Fulton Plaza Wednesdays and Sundays 7am to 4pm with seating and refreshments on Civic Center Plaza beginning September 3, 2023 adhering to and remaining in full compliance with all terms and conditions of all permits issued to the CCCBD for the facilities. A copy of the site plan and permit requirements have been provided to Operator and are incorporated as if fully set forth herein as Exhibit A.

- a. Operator is responsible for its own operating obligations and those of its vendors. Operator will ensure each vendor is responsible for conforming to all requirements under this Agreement, city, state and federal laws, including all necessary permits, licenses and insurance for operation at the market.
- b. The rules and regulations of the farmers market should be clearly outlined in a document that is provided to all vendors. It is important to make sure that all vendors understand the rules and regulations before they begin selling at the Market. A copy of such rules and regulations will be provided to CCCBD.
- c. Operator will ensure vendors uphold the the highest standards with regards to customer service, stall organization, visual appeal, and cleanliness to effectively promote their business and the Market as a whole; any adjacent storage or vehicles must also not negatively impact public health and safety or visual

appeal of the Market. Operator agrees to address issues raised by CCCBD and/or any regulatory agencies to make timely improvements.

- d. Operator will carefully manage any long lines at the market, safely queueing attendees.
 - e. No vehicles shall be permitted to park on sidewalks or in places not designated as parking.
 - f. Vendors are not permitted to anchor to, or hang things on public property such as but not limited to public art and monuments. All vendors will be made aware of potentially windy conditions and are required to provide sufficient equipment to secure any tents or canopies.
 - g. Immediately following each set-up and break-down vendors will sweep the ground free of any debris resulting from such, removing items such as bruised fruit, onion skins and packing material to avoid slip and falls, insect/pest issues and an unsanitary appearance. Any items belonging to or resulting from Operator's use of the premises must be removed.
 - h. Operator is responsible for providing adequate security personnel at each event who effectively communicate and collaborate with all other public safety personnel who may be supporting the Market such as: CCCBD Ambassadors, Urban Alchemy Ambassadors, Park Rangers, SFPD, SFMTA, the Sheriff's Department, etc.
 - i. HOCFM customers may use CCCBD tables, chairs, and umbrellas when they are deployed provided HOCFM Security staff help monitor customer use deterring and reporting any inappropriate use to CCCBD, or law enforcement as necessary.
 - j. In order to ensure compliance with the terms of this agreement, an authorized representative of the Operator must be present at the Market during all times the facilities are being used by the Market.
 - k. In compliance with the terms of permitting authorities Operator will provide CCCBD with monthly Market attendance using mutually agreed upon and verifiable metrics such as: independent traffic counts, number of vendor stalls rented, food vouchers redeemed, vendor sales and parking validations issued.
3. **Insurance.** Operator will maintain the following insurance coverage for itself, its officers, directors, employees, agents, and presentations:
- (a) Comprehensive General Liability Insurance, with limits not less than \$2 million each occurrence, combined single limit bodily injury and property damage, including coverage for personal injury, medical, contractual, products, and advertisers liability, completed operations, broad form property damage and operation of mobile food facilities naming as additionally insured: 1) the City and County of San Francisco, 2) San Francisco Recreation & Park Department, 3) SFMTA, 4) CCCBD and all of their agents, officers, directors, employees and commissioners, in single limits applying to physical injury, property damage, and personal injury.
 - (b) provide that the policy is primary insurance to any other insurance available to the additional insured, with respect to claims arising out of this agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought; and
 - (c) provide that CCCBD shall be given 30 days advance written notice of cancellation, non-renewal, or reduction in coverage.

- (d) Certificates of insurance evidencing all coverage and endorsements set forth above shall be furnished to CCCBD prior to work under this agreement commencing. Certified copies of all policies shall be furnished to the CCCBD upon request.
4. **Indemnification and Hold Harmless.** The Operator shall defend, indemnify, and hold harmless the City and County of San Francisco, San Francisco Recreation & Park Department, SFMTA, CCCBD and each of their respective commissioners, directors, members, officers, employees, commissioners, volunteers, and agents, from and against all claims, costs and expenses (including reasonable attorney's fees), liabilities, and damages that arise from the event(s) and activities authorized by this Agreement, Operator's use of the Market spaces, the Operator's breach of the terms of this Agreement for (a) any act or omission; or (b) any property damage, bodily injury, personal injury or death occurring in, on, or about the Market area. Those claims, costs, and damages which are attributable solely to the intentional or willful negligence of CCCBD are excepted from the foregoing obligation. Operator shall promptly notify CCCBD in writing of any such claim setting forth all known details. This Section shall survive any termination or expiration of this Agreement.
 5. **Safety and Code Compliance.** Operator agrees to comply with all laws, rules, and regulations governing the equipment and materials brought onto the premises by Operator or vendors, all orders of governmental authorities given to assure the safety of the public and the premises, and all state and federal regulations as well as ordinances and regulations of the City and County of San Francisco including Health and Safety, Fire and Life Safety and all other applicable laws.
 6. **Term and Termination.** This Agreement begins on the Effective Date of September 1, 2023 and continues until terminated by either party upon not less than thirty (30) days written notice to the other party. This Agreement will terminate upon expiration or revocation of the Permits issued by the City and County of San Francisco. CCCBD will seek to provide written notice at least 30 days in advance if possible. Additionally, City agencies reserve the right to permit other events to other groups on the above dates.
 7. **Independent Contractor.** Operator, its employees, agents, vendors, members are at all times independent contractors and, completely responsible for the manner in which Operator performs its work under this Agreement. Operator is responsible for all required permits and any applicable taxes. Operator, its employees, vendors, agents, or members are not employees of the CCCBD.
 8. **Image Release.** Operator grants CCCBD, its employees and agents permission to take and use visual and audio images ("images") of Operator and its work for use by the CCCBD in informational, promotional, advertising, website, or any other materials. Images include any type of photograph, digital image, drawings, renderings, sounds, video recordings, audio clips and written descriptions. CCCBD may use any images taken during the Market or within the Market area without prior notification. Operator waives any right to inspect or approve the finished images, and holds harmless CCCBD from any claims, damages or liability which you may ever have in connection with the use of the images.
 9. **Market Cancellation.** CCCBD reserves the right to cancel a date by written notice when necessary for large scale civic events such as the SF Pride Festival. In the event Operator cancels the Market due to a large event, weather, or other circumstances CCCBD is not responsible for any loss of business or damages caused by the cancellation. All emergency or planned cancellations must be communicated to CCCBD as soon as possible so any outside support services or personnel can be notified.

10. Alterations and Use of the Facilities.

- (a) **Limitations on Use.** The Operator shall not alter, repair, add to, deface, improve, or change the Market area in any manner whatsoever, without the prior written consent of CCCBD or related City and County of San Francisco agencies. Operator must remove all equipment and property placed in, and remove itself from the Market area no later than two (2) hours after the conclusion of the Market (currently 4pm PST). The Market area must be maintained and surrendered in the same condition as received, reasonable wear and tear excepted, with all Market or vendor debris removed and the ground swept to avoid slip fall hazards and pest control issues.
- (b) **Remedies.** The Operator agrees to pay on demand for all damages or injury done to the Market facilities by Operator and its employees, vendors, or patrons or otherwise caused by the event or activity.

11. Nondiscrimination. There shall be no discrimination against or segregation of any person, or group of persons, on basis of fact or perception of a person’s race, color, religion, creed, national origin or ancestry, gender, sex, age, marital status or sexual orientation, Gender Identity, domestic partner status, marital status, disability or AIDS/HIV status in the sale, lease, transfer, use, license, occupancy, tenure or enjoyment of the facilities, nor shall Operator, himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of licensees, patrons, tenants, lessees, or vendees of the Market facilities or any parts thereof.

12. Entire Agreement. This Agreement including Exhibit A constitutes the entire understanding between the parties with respect to the rights and obligations contemplated herein. This agreement may not be altered or modified except in writing and with the approval of the CCCBD and Operator.

13. Governing Law and Forum. This agreement shall be construed in all respects in accordance with the laws of the State of California. Any dispute arising out of this Agreement must be filed in the courts in San Francisco County.

Each signatory to this agreement represents and warrants that they are duly authorized to execute this agreement and that the performance of such Party’s obligations hereunder have been duly authorized and that the agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Operator
Heart of the City Farmers Market

Civic Center
Community Benefit District

Signature

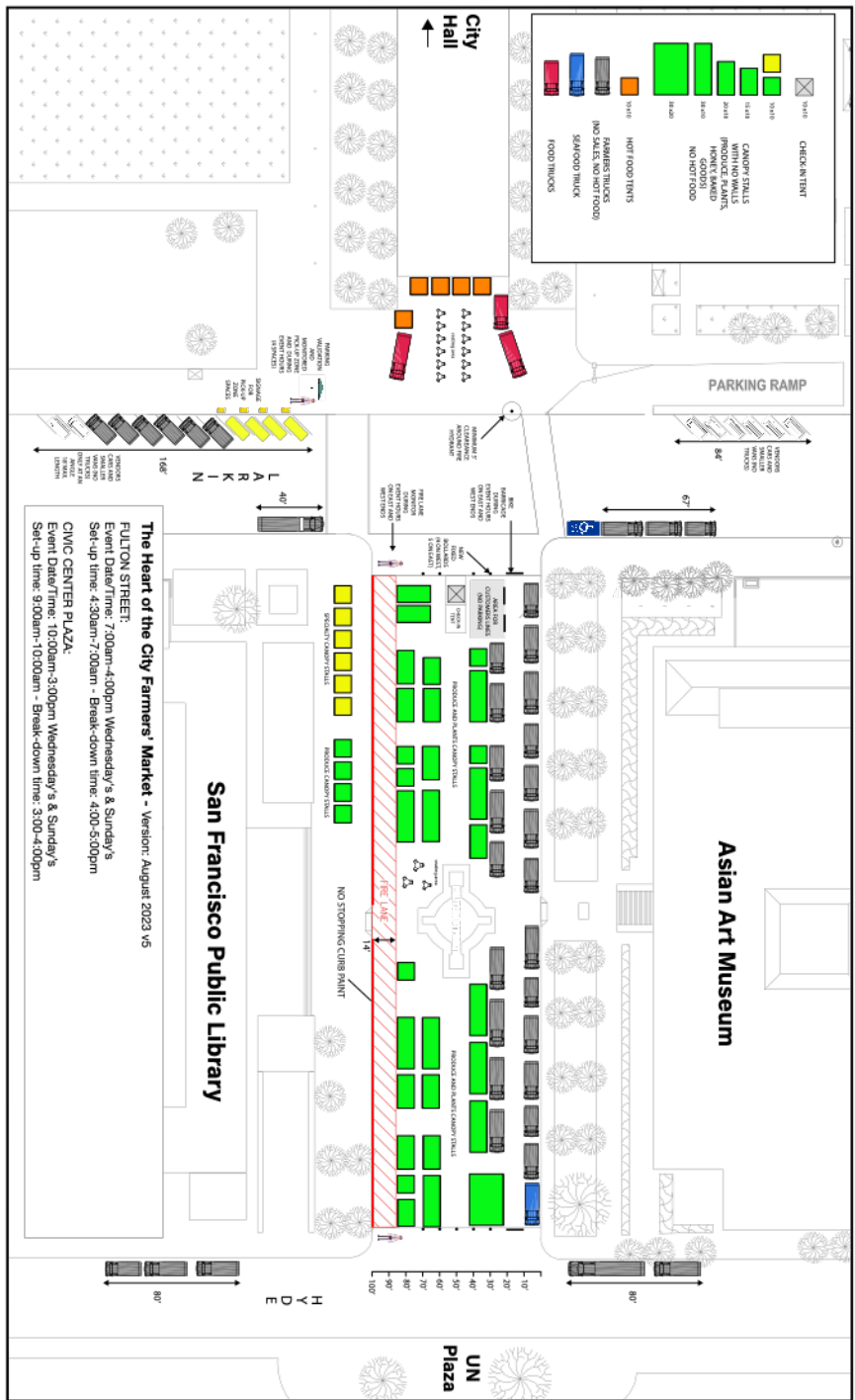
Signature

Title: _____

Title: _____

EXHIBIT A

Site Plan and Permit Requirements



SFMTA Permit Requirements:

https://www.sfmta.com/sites/default/files/reports-and-documents/2022/08/special_event_permit_conditions.pdf

Civic Center Plaza Permit Requirements:

<https://sfrecpark.org/542/Other-Required-Provisions>