



London N. Breed, Mayor
Philip A. Ginsburg, General Manager

September 20, 2023

Chair Dean Preston
Supervisor Catherine Stefani
Supervisor Connie Chan
Board of Supervisor
Government Audit and Oversight Committee
1 Dr. Carlton B. Goodlett Place, Rm. 244
San Francisco, CA 94102

Dear Board of Supervisors,

This is in response to file number [230951](#) regarding the United Nations Plaza (UN Plaza) Activation Project.

HEART OF THE CITY FARMERS MARKET (HCFM)

Public spaces belong to everyone, and the conditions at UN Plaza have deteriorated while public safety concerns have grown, deterring use and enjoyment. The San Francisco Recreation and Park Department (RPD) was asked early this year to assist with the activation and stewardship of UN Plaza. Quickly it became clear the Plaza needed activation seven days a week. Positive activation in public spaces ensures more people have equitable access while bringing enjoyment to all.

Our first step was to ask the HCFM to increase the number of days they were in the Plaza, hoping they might be able to be there daily. They declined. We appreciate HCFM and believe it is a healthy and joyous park activity. Unfortunately, they are not able to expand their operations. Given that the plaza needs daily activation, the Civic Center Community Benefit District (CCCBD) and RPD proposed that HCFM move across the street to a comparable space at Fulton Plaza. The CCCBD team spent countless hours ensuring the farmers market's move to Fulton Plaza was a better experience for vendors and customers.

We began these conversations in the spring of this year and they resulted in the farmers market relocating across the street from its original location on September 3, with numerous measures being put in place by the City to support the move.

Fulton Plaza draws people from the Asian Art Museum, Main Library, the new UC Law campus housing, and the many families who frequent the two playgrounds and café in Civic Center Plaza. We think the HCFM is exactly the kind of healthy activity our public spaces need, and we are grateful to them for helping us make both UN Plaza and Fulton Plaza safer for everyone.

We understand change is hard and are offering substantial City support to make sure the farmers succeed, including:

1. Dedicated vendor and staff parking and increased parking enforcement to ensure spots are not taken by non-vendors.
2. Overflow space on Civic Center Plaza
3. Free customer parking in the Civic Center Garage
4. Monitored loading zone for restaurants picking up large orders



5. Security assistance through Civic Center Community Benefit District ambassadors, Urban Alchemy, SFPD, Sheriff's Office and Park Rangers
6. A repaved Fulton Street
7. Safety bollards
8. Improved landscaping
9. New parking and directional signs
10. Technical assistance and marketing support from the Civic Center Community Benefit District

The goal is to have daily programming at UN Plaza for children, adults, and seniors and the continued presence of the HCFM just across the street. While UN Plaza will offer skating, chess, ping pong, and teqball, the farmers market will now benefit from an abundance of new support from the City.

At the height of the season, the HCFM has 70 stalls, and its new location across the street can accommodate all of them. As the farmers market grows, it can expand in every direction.

On Sunday, September 3, a large crowd came out to welcome the HCFM at Fulton Plaza. The City and the CCCBD remain committed to HCFM's success and continue to help support them in making further adjustments as needed and circumstances warrant. Since its reopening, we have provided new HCFM-specific signs to direct visitors, additional logistical support (i.e. access to water, trash receptacles, parking accommodations, etc.), vendor support (i.e. sandbags, new resurfaced pavement, storage, etc.), and much more. The City agencies have been supportive of all of HCFM's requests for success, please see the attachment.

UN PLAZA ACTIVATION

Despite City, State, and Federal interventions, the Tenderloin and South of Market communities continue to struggle with drugs sales and use, the reselling of stolen property, and unpermitted vending. The increased SFPD presence, from the beginning of 2023 to mid-July, has netted over 500 arrests, compared to 566 arrests in the same area in all of 2022. Officers seized 77 kilos of fentanyl, which is 541% increase over what they seized during the same time period in the previous year.

PLAN ORIGINS

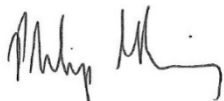
After two years (2017-2018) of robust community involvement, the SF Planning Department developed a Civic Center Public Realm Plan for public spaces, streets, and gateways. The UN Plaza Activation Project builds off the Plan's identity, planting, circulation, and activation framework.

During the pandemic, San Francisco residents sought solace and refuge in our city parks for exercise and better mental health, especially in denser neighborhoods and in Equity Zones. A significant body of research has established that access to parks and public spaces improves quality of life, mental well-being, and physical health. UN Plaza is an adaptable community open space that will increase access to recreation through exercise equipment, ping pong tables, and skateboarding elements. Providing access to chess tables while ensuring safe and clean surroundings day and night will promote community cohesion, social connection, and mental health. The benefits of parks and open spaces are long-lasting. Planning for better days ahead will ensure that UN Plaza continues to be resilient and welcoming to all.

Attached you will find the public open house presentation (August 14), project cost estimate, timeline, and list of operator requests that we addressed. These details will provide more context for the UN Activation Project.

Please let us know if you have any questions.

Thank you,



Phil Ginsburg
General Manager
San Francisco Recreation and Park Department

San Francisco Recreation & Parks Department

United Nations Plaza Activation Project

August 2023



Inspire, Connect, Play!

CIVIC CENTER PUBLIC REALM PLAN

The Civic Center Public Realm Plan is a **100-year vision** for the public spaces, streets and gateways in Civic Center.

The goal of the Plan is to improve the area as both a **neighborhood gathering space** and **common area** for everyone who lives in, works in and visits San Francisco.

The UN Plaza Activation Project builds off the Plan's **identity, planting, circulation, and activation** framework.



COMMUNITY ENGAGEMENT

Recommendations resulted from a **2-year** community outreach process including conversations with over **90 neighborhood organizations** and **3,000 individuals**. Outreach efforts included:

- Workshops/open houses with interactive boards and group discussion
- Focus groups with under-represented communities
- Online and in-person surveys
- Civic Center Stories
- Public Space & Public Life Study
- Civic Center Mobile Outreach Station

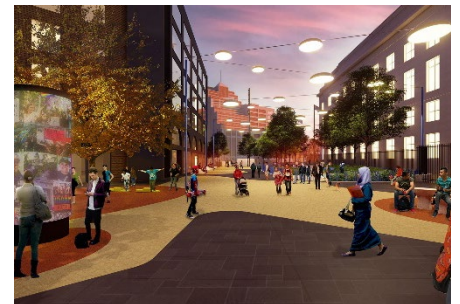


COMMON ELEMENTS

Rec and Park is testing ideas from the Public Realm Plan as a solution to the **public safety** and **public health challenges** in these spaces.

Elements from the Public Realm Plan that the UN Plaza Activation Project implements include:

- Supporting public spaces with a **public health** agenda
- Creating inviting spaces serving families and visitors of **diverse ages and income ranges**
- Supporting and augmenting the **Farmers' Market**
- Celebrating the National Landmark Beaux-Arts District in a **contemporary way**
- Providing active recreation such as a **fit park** and **game tables**



TEMPORARY ACTIVATIONS

The best way to make public space **safer, healthier, and more joyous** is to make it **fun!**

Building on our success at Civic Center Plaza, Rec & Park is collaborating with **multiple city departments and community organizations** such as SFPD, Public Works, Department of Emergency Management, Adult Probation, BART, Civic Center Community Benefit District, and Urban Alchemy.



TEMPORARY ACTIVATIONS

Civic Center Carnival

UN Plaza four-day carnival featuring rides, games, food, and plenty of family fun in the heart of the Civic Center from August 24 through August 27, 2023.

UN Plaza Activation Project Pilot Project

Drawing inspiration from similar activations in Paris, Madrid, and Philadelphia, Rec and Park will install a 13,000-15,000 square foot street skating area. Exercise equipment, along with chess, ping pong, teqball tables will provide fun, healthy activities for non-skaters. Opening in mid-Fall 2023.



SKATEBOARD ACTIVATION ELEMENTS

We will install a smooth surface with **skateable elements** on the surface to create a **dynamic and versatile** area for skaters that celebrates **San Francisco's history** and continues to highlight surrounding **civic uses**.

Skateboard activation elements include:

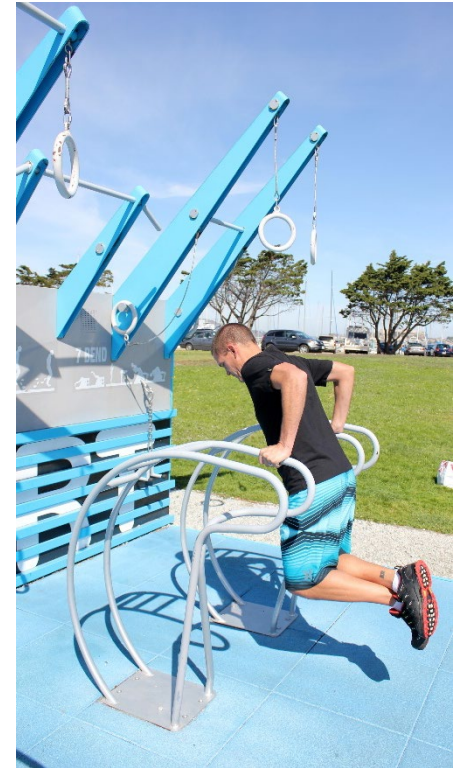
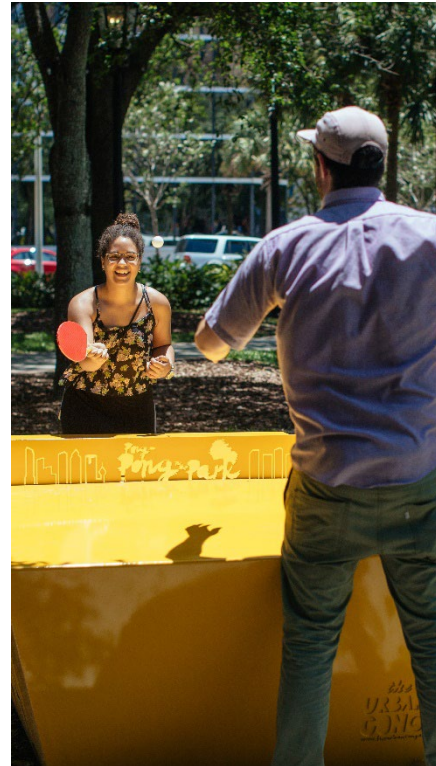
- Repurposed brick for red square stage and AAMP Bank replica
- Marquee pyramid obstacle
- Safeway curb replica
- Replica gold hydrant
- Mellow bank with bench
- Black Waller granite
- Circular flatbar



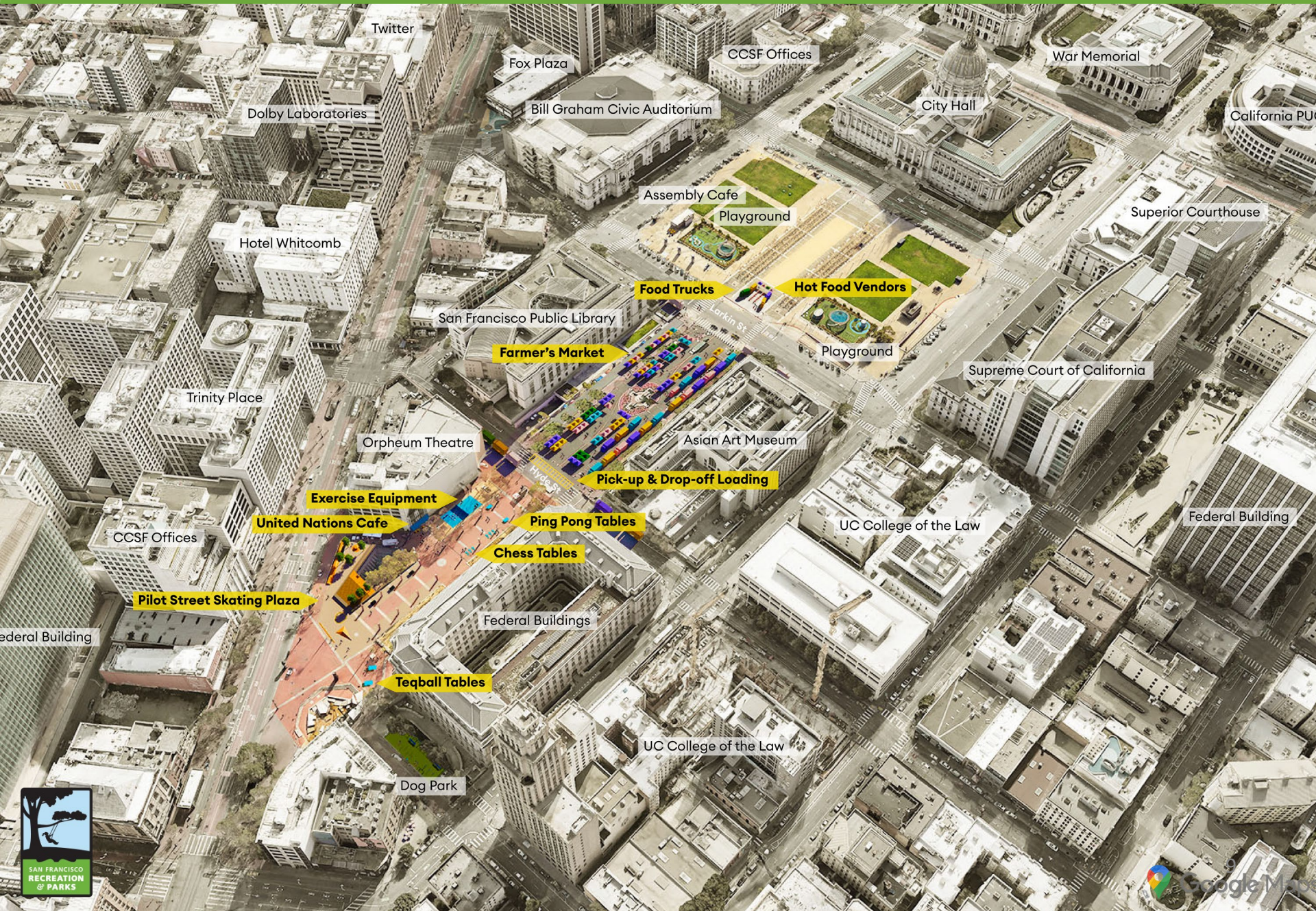
ADDITIONAL ACTIVATION ELEMENTS

Along with the skate space, additional activation elements will be installed to create a **lively and vibrant urban space** that caters to many different types of users. This includes:

- Chess tables
- Teqball tables
- Ping pong tables
- Exercise equipment



AERIAL VIEW



Twitter

Fox Plaza

CCSF Offices

War Memorial

Dolby Laboratories

Bill Graham Civic Auditorium

City Hall

California PU

Assembly Cafe

Playground

Superior Courthouse

Hotel Whitcomb

Food Trucks

Hot Food Vendors

San Francisco Public Library

Farmer's Market

Playground

Supreme Court of California

Trinity Place

Orpheum Theatre

Asian Art Museum

Pick-up & Drop-off Loading

Exercise Equipment

United Nations Cafe

Ping Pong Tables

UC College of the Law

Federal Building

CCSF Offices

Chess Tables

Pilot Street Skating Plaza

Federal Buildings

Federal Building

Teeqball Tables

UC College of the Law

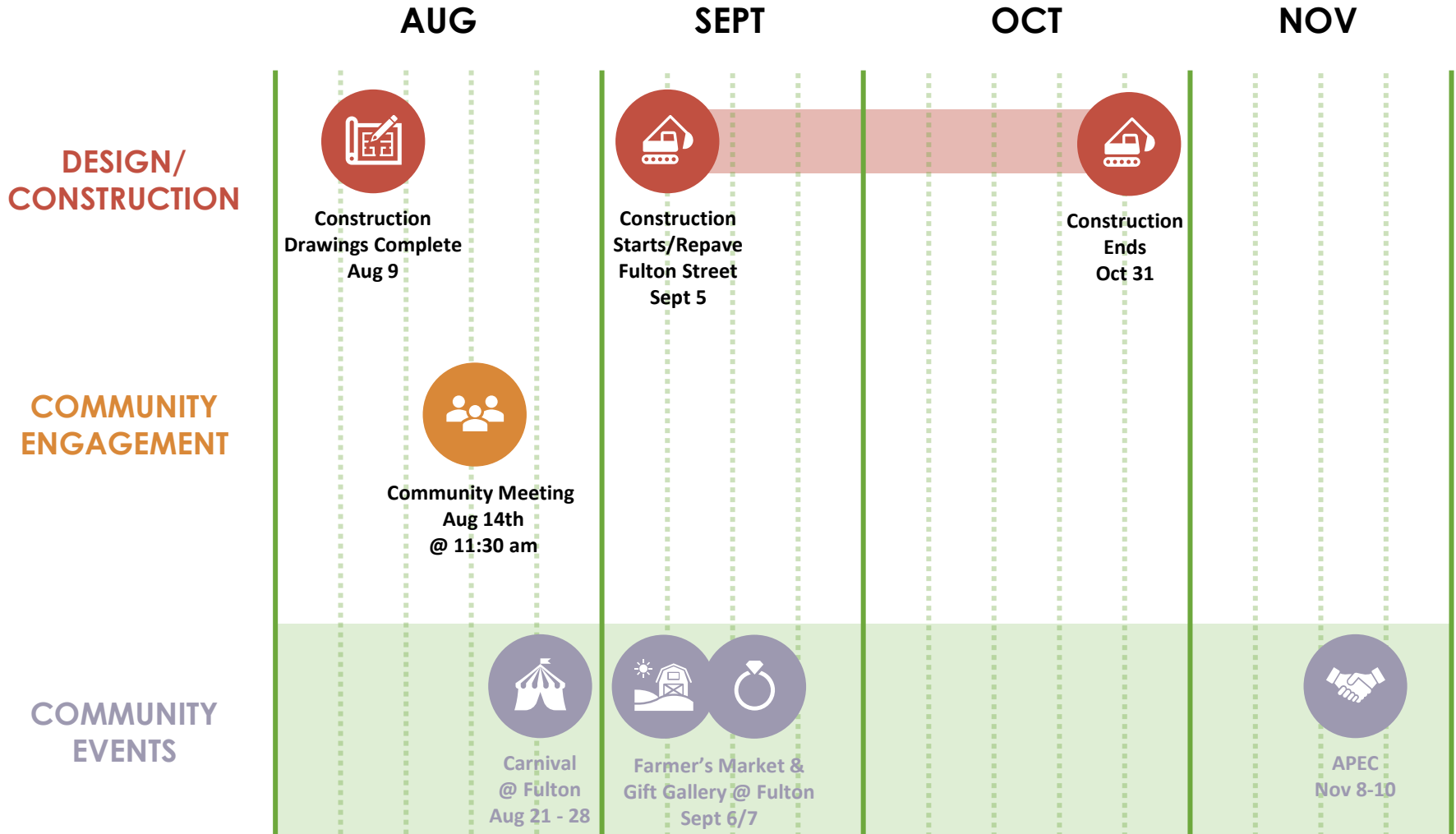
Dog Park



UN PLAZA



PROJECT TIMELINE



THANK YOU





London N. Breed, Mayor
Philip A. Ginsburg, General Manager

United Nations Plaza (UN Plaza) Activation Project Cost Estimate & Timeline

COST ESTIMATE

San Francisco Recreation and Park Department estimates the project will cost about \$2 million. We are using existing funds in our General Fund capital budget, drawing from resources designated for paving, facility renewal, facility maintenance, and fencing.

UN PLAZA BUDGET	2,060,000
General Fund Capital Baseline	1,560,000
General Facility Renewal	525,000
RPD Capital Projects Reserve	200,000
Gateways/Borders/Bollards	180,000
Fencing	75,000
Paving	500,000
Lighting**	50,000
Waste Receptacle/Park Furniture	30,000
Request for APEC/Philanthropic Funding*	500,000

**The \$0.5M from philanthropy also comes from General Facility Renewal/Maintenance*

***NOTE: as of September 15, we have added funds for lighting*

ACTIVATION PROJECT TIMELINE

Sep 1	Construction fencing goes up on UN Plaza
Sep 6 - Oct 31	Construction duration
Week of Nov 6	UN Plaza Pilot Project estimated completion



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

Civic Center Community Benefit District (“CCCBD”), 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.

CCCBD 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 queuing 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

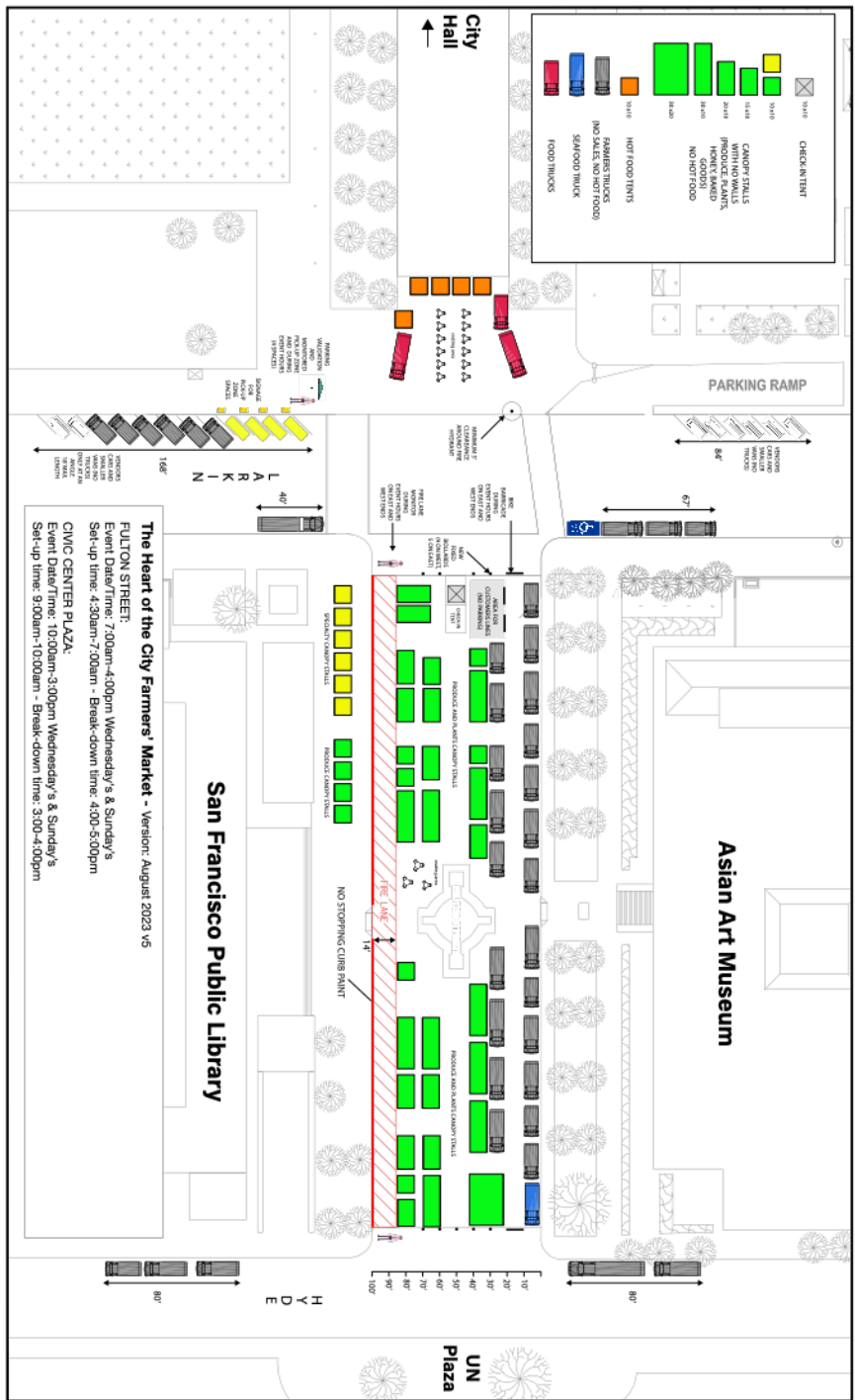
Signature

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>

OPERATOR REQUESTS FOR SUPPORT	AGENCY ORGANIZATION FULFILLING REQUEST	STATUS
Planning, Infrastructure and Equipment		
Cones for Fire Lane	CBD	DONE
Cones for Line at Check in Tent	CBD	DONE
Equipment Storage Area	RPD DRE	ON ORDER
Landscaping Upgrades	Public Works	DONE
Market Entrance Banners	CBD	DONE
Market Entrance Barricades	Public Works	DONE
Market Entrance Signs	CBD	DONE
Market Layout Design and Approval	CBD RPD SFMTA	DONE
Market Moving Dollies for Vendor Use	CBD	ON ORDER
Markings for Vendor Stalls and Parking	CBD	DONE
Parking - Free Customer Parking in Civic Center Garage & Signage	RPD SFMTA CBD	DONE
Parking - Free Customer Parking Vouchers	RPD SFMTA	DONE
Parking - Free Parking for HOCFM Staff	RPD	DONE
Parking - Staff Parking Placards	CBD	ON ORDER
Parking - Street Parking for Vendors (in addition to spaces at stalls)	SFMTA	DONE
Parking - Validation Station Equipment & Signage	CBD	DONE
Parking - Vendor Parking Placards	CBD	ON ORDER
Parking/Signage - Wholesale Loading Zone Parking Spaces & Signage	SFMTA CBD	DONE
Paving Over Tent encampment Squares and Damage	Public Works	DONE
Re-paving Fulton Surface a Lighter Color	Public Works	TBD
Signage - Relocation Signs	RPD CBD	DONE
Signage/Parking - Permanent Street Signs for Vendor Parking	SFMTA	DONE
Street Lights Fixed	SFPUC	DONE
Tent Weights for Existing Vendors	Public Works CBD	DONE
Traffic Safety Bollards	SFMTA CBD	DONE
Trash Receptacles	Public Works	DONE
Water Access	Public Works	DONE
Personnel and Staffing		
Bollard Moving on Market days	CBD	ONGOING
Fire Lane Monitors (2)	Urban Alchemy	ONGOING
Parking Validation Attendant	Urban Alchemy	ONGOING
Parking Voucher Production	SFMTA	ONGOING
Roving public Safety Support	SFPD, Rangers, Sheriffs, CBD	ONGOING
Street Parking Enforcement During Markets	SFMTA	ONGOING
Validation Station Equipment & Garage Sign Set Up	CBD	ONGOING