

File No. 230951

Committee Item No. 2

Board Item No. 32

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date: September 21, 2023

Board of Supervisors Meeting: Date: October 3, 2023

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU - FY2022-2024 - Clean
- MOU - FY2022-2024 - Redline
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract / DRAFT Mills Act Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

#### OTHER

- Pres Action Memo 091223
- FYI REFFERAL 091223
- HOCFM Correspondence 092223
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Prepared by: Stephanie Cabrera

Date: September 12, 2023

Prepared by: Stephanie Cabrera

Date: September 29, 2023

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

1 [Urging the Recreation and Park Department to Publicly Share Information Regarding Pilot  
2 Activation of UN Plaza and Take Steps to Mitigate Any Impact on the Farmers' Market]

3 **Resolution expressing the Board of Supervisors' concern regarding the development**  
4 **of the United Nations (UN) Activation Plan and displacement of the Heart of the City**  
5 **Farmers' Market from the UN Plaza, urging the Recreation and Park Department to**  
6 **adopt mitigations requested by the Farmers' Market, and urging the Recreation and**  
7 **Park Department to provide information to the public and the Board of Supervisors**  
8 **regarding the pilot activation plan.**

9  
10 WHEREAS, The United Nations Plaza was dedicated in 1975 to celebrate the 50th  
11 anniversary of the signing of the United Nations Charter, when delegates of fifty nations met in  
12 San Francisco, between April 25 and June 26, 1945, for the United Nations Conference on  
13 International Organization; and

14 WHEREAS, United Nations (UN) Plaza was constructed within the San Francisco Civic  
15 Center Historic District, which was listed on the National Register of Historic Places on  
16 October 10, 1978, and designated a National Historic Landmark District on February 27,  
17 1987; and

18 WHEREAS, By Ordinance No. 17-99, the Board of Supervisors designated UN Plaza  
19 as a park "for purposes of Articles 3, 4, and 7 of the Park Code" (Regulations, Disorderly  
20 Conduct, and Permits), and specifically provided that the designation of United Nations Plaza  
21 as a park for purposes of Articles 3, 4, and 7 "does not effect a jurisdictional transfer of these  
22 plazas, does not place these plazas under jurisdiction and control of the Recreation and Park  
23 Commission, and does not render these plazas 'park land' or 'park property' as those terms  
24 are used in any provision of the San Francisco Charter;" and  
25

1           WHEREAS, The Civic Center Public Realm Plan is an interagency project started in  
2 2017, overseen by the Planning Department, to create a unified vision for medium- and long-  
3 term improvements to Civic Center’s plazas, streets, and other public spaces, but the plan has  
4 not been implemented; and

5           WHEREAS, UN Plaza has long hosted a range of uses including serving as a  
6 gathering place for neighborhood residents, a site for food service to unhoused people, a play  
7 area for pets at the UN Plaza Dog Run, and the home of the Heart of the City Farmers’ Market  
8 (Farmers’ Market) on Wednesdays and Sundays, but has also struggled as a place with  
9 extensive drug use, public intoxication, overdoses, drug dealing, and other unhealthy  
10 behavior, uses that have intensified since the recent closure of the Tenderloin Center in  
11 December 2022; and

12           WHEREAS, The City has invested substantially in recent months in an increased  
13 presence of police, community ambassadors, and park rangers on UN Plaza, but conditions  
14 remain unacceptable, and there is a growing recognition that to thrive as a healthy community  
15 space UN Plaza needs positive activation and programming on a regular basis; and

16           WHEREAS, In May 2023, Supervisor Dean Preston learned from the director of the  
17 Farmers’ Market that the Recreation and Parks Department (“RPD”) and the Civic Center  
18 Community Benefit District (“CCCBD”) were allegedly putting forward plans that would  
19 displace the Farmers’ Market from UN Plaza, and Supervisor Preston spoke with RPD  
20 General Manager who described a skate park concept for UN Plaza and represented that no  
21 plans had been finalized and that RPD was not displacing the Farmers’ Market; and

22           WHEREAS, On July 10, 2023, RPD applied for a CEQA Public Agency Exemption for  
23 the UN Plaza Activation Project, which proposed removal and modification of 13,000 square  
24 feet of red brick in UN Plaza and installation of a removable smooth surface with skateable  
25 elements on the surface; and

1           WHEREAS, On July 11, 2023, local media reported that the RPD had developed the  
2 pilot UN Plaza Activation Project, which included installation of a street skating area in UN  
3 Plaza by November 2023, and move the Farmers' Market to Fulton Plaza in September 2023;  
4 and

5           WHEREAS, Despite repeated requests from the District 5 Supervisor's office, no  
6 community meetings or public information sessions were held until RPD and CCCBD co-  
7 hosted an Open House on August 14, 2023; and

8           WHEREAS, The Farmers' Market has served the City and County of San Francisco by  
9 providing fresh fruit, vegetables, nuts, honey, and quality agricultural products for over 40  
10 years; and

11           WHEREAS, The Farmers' Market manages distribution and redemption for the largest  
12 farmers' market EBT program in the nation, and makes over \$1 million per year in grant-  
13 funded incentives to help low-income families purchase fruits and vegetables from local farms;  
14 and

15           WHEREAS, More than 20,000 people on Sundays and Wednesdays shop for seasonal  
16 fresh fruits, vegetables, and other staples that are vended by more than 50 California farmers,  
17 many who travel for hours to sell their produce; and

18           WHEREAS, There have been concerns raised by Farmers' Market leadership and  
19 Farmers' Market farmers and vendors that they were not consulted sufficiently by RPD before  
20 the announcement to aid in a successful transition from UN Plaza to Fulton Plaza during the  
21 pilot; and

22           WHEREAS, There have been concerns raised by the community and Farmers' Market  
23 patrons about the lack of community input to ensure the needs for the community are met  
24 during the pilot; and

25

1           WHEREAS, The failure to consult with community members, involve community  
2 members in the development of plans for UN Plaza, or hold a single community meeting does  
3 not comport with City goals around equity, conflicts with work led by the Planning Department  
4 in the neighborhood, and raises serious questions regarding differential treatment of low-  
5 income neighborhoods when compared to how projects are planned and implemented in more  
6 affluent neighborhoods; and

7           WHEREAS, The Director of the Farmers’ Market, and vendors, have raised significant  
8 questions and concerns about the risk to the Farmers’ Market of moving off the current  
9 location on UN Plaza; and

10           WHEREAS, The District 5 Supervisor has requested from RPD alternative activation  
11 plans that would allow the Farmers’ Market to stay on the Plaza and at no time have any such  
12 plans been shared or presented; and

13           WHEREAS, RPD and the Civic Center Community Benefit District have engaged with  
14 the Farmers’ Market regarding support for a move to Fulton Plaza, but at no time was the  
15 Farmers’ Market given the option to remain on UN Plaza; and

16           WHEREAS, RPD has made offers to Farmers’ Market of support in the new location  
17 (promotion, Civic Center Garage parking, technical assistance), but other demands of the  
18 market to minimize risk and promote success of the Market in the new location have not been  
19 met to date, with the first date for the Farmers’ Market scheduled to operate off of UN Plaza  
20 on September 2, 2023, according to RPD; and

21           WHEREAS, In a meeting between RPD, the District 5 Supervisor, and stakeholders on  
22 August 24, 2023, RPD described the pilot as a “two-year pilot” for the first time, stating that if it  
23 wasn’t working out the Farmers’ Market could move back after two years, an amount of time  
24 that was met with great concern from the Farmers’ Market and community stakeholders, who  
25 had previously believed the pilot was six months; and

1           WHEREAS, According to information provided by RPD to the City Controller, the  
2 overall UN Plaza project budget is \$1.8 million, \$500,000 from “Request for  
3 APEC/Philanthropic Funding,” but there is a lack of clarity of who is providing those funds and  
4 whether they have been committed or otherwise pledged; and

5           WHEREAS, Farmers’ Market leadership has provided a series of requests to aid in a  
6 successful transition from UN Plaza to Fulton Plaza and mitigate adverse impacts during the  
7 pilot, including but not limited to commitments regarding the length of the pilot, benchmarks,  
8 additional security, financial compensation to farmers to offset direct costs, and specific  
9 infrastructure improvements necessary to make Fulton Plaza work, but has not received clear  
10 commitments on what steps will and will not be taken; now, therefore, be it

11           RESOLVED, That the Board of Supervisors expresses its concern regarding the  
12 process by which this activation plan was developed, the lack of meaningful community  
13 engagement and transparency in the planning process, and the displacement of the Farmers’  
14 Market from UN Plaza where it has been operating for over 40 years; and, be it

15           FURTHER RESOLVED, That the Board of Supervisors urges RPD to provide the  
16 following information in writing to the public and this Board: the duration of the pilot, the  
17 itemized cost and source of funds, detailed plans, the metrics for evaluating the pilot, the  
18 commitments to the Farmers’ Market, the metrics for evaluating the success of the Farmers’  
19 Market on Fulton Plaza, and the plan for returning the Farmers’ Market to UN Plaza if the  
20 temporary relocation is not successful; and, be it

21           FURTHER RESOLVED, That the Board of Supervisors urges RPD to adopt and  
22 implement the mitigations requested by the Farmers’ Market to the greatest extent possible to  
23 decrease risk of any displacement and support the success of the Farmers’ Market; and, be it

24  
25

1           FURTHER RESOLVED, That Board of Supervisors urges RPD to provide a report on  
2 the pilot activation to the Board of Supervisors no later than 120 days after the pilot  
3 commences; and, be it

4           FURTHER RESOLVED, That the Board of Supervisors urges RPD to hold at least one  
5 well-publicized community meeting during the period of the pilot to provide updates, share  
6 data, gather input, and involve the community in the ongoing efforts to activate UN Plaza and  
7 support the Farmers' Market.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



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**

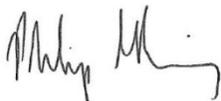
After two years (2017-2018) of robust community involvement, the SF Planning Department developed a Civic Center Public Realm Plan for public spaces, streets, and gateways. The UN Plaza Activation Project builds off the Plan's identity, planting, circulation, and activation framework.

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:

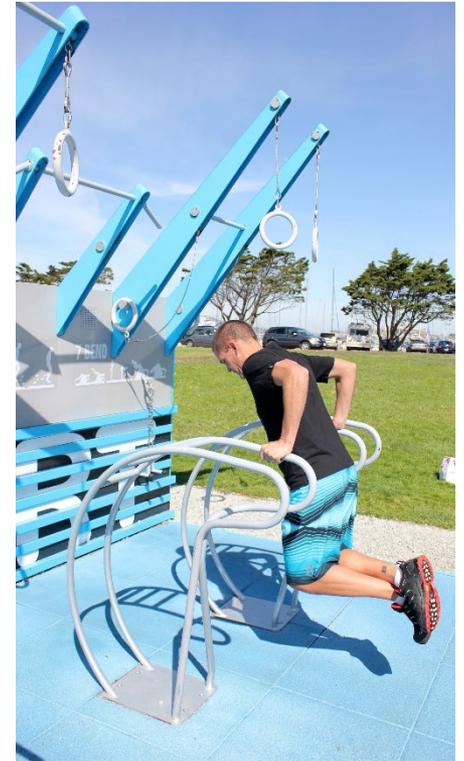
- Repurposed brick for red square stage and AAMP Bank replica
- Marquee pyramid obstacle
- Safeway curb replica
- Replica gold hydrant
- Mellow bank with bench
- Black Waller granite
- Circular flatbar



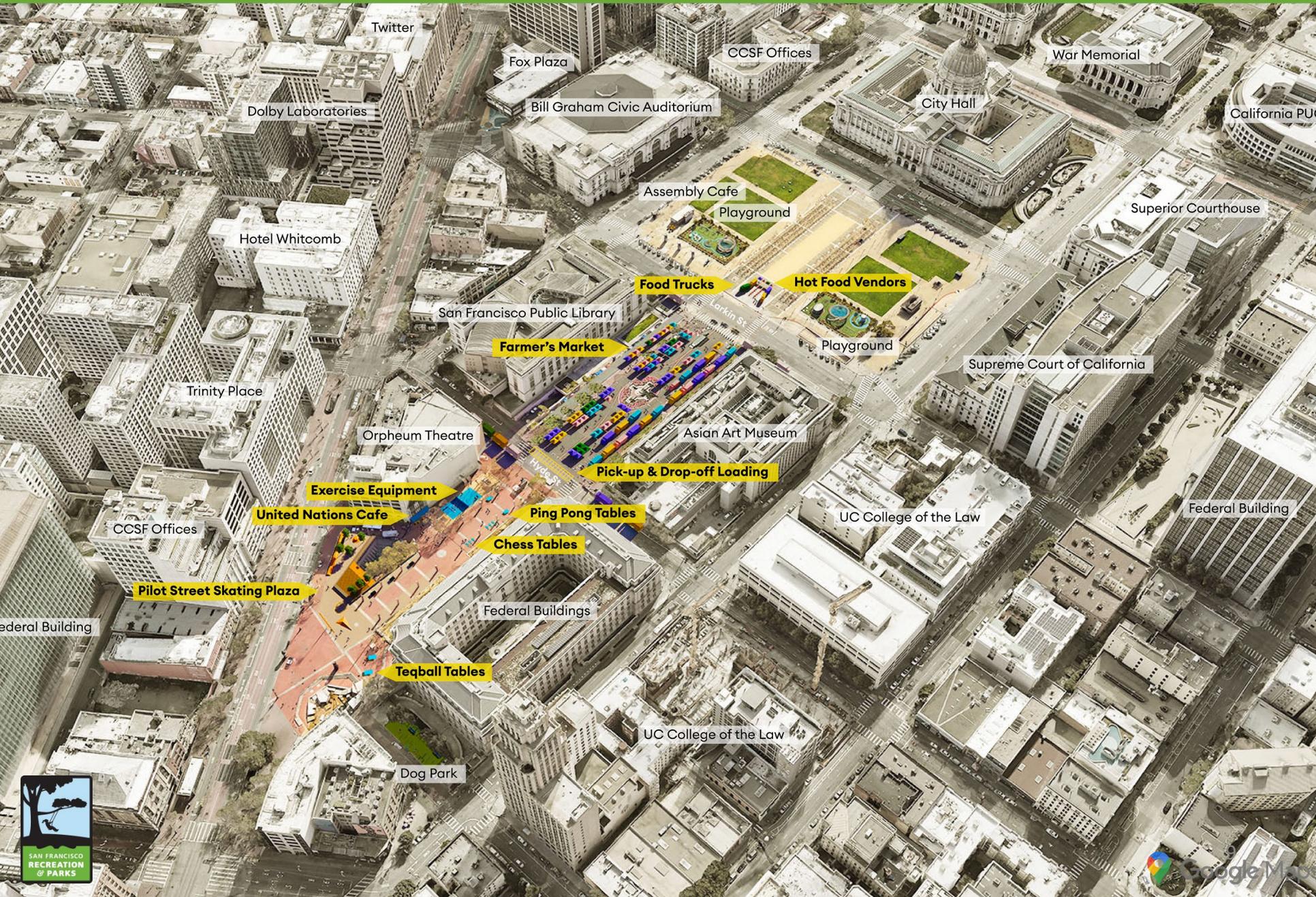
# ADDITIONAL ACTIVATION ELEMENTS

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



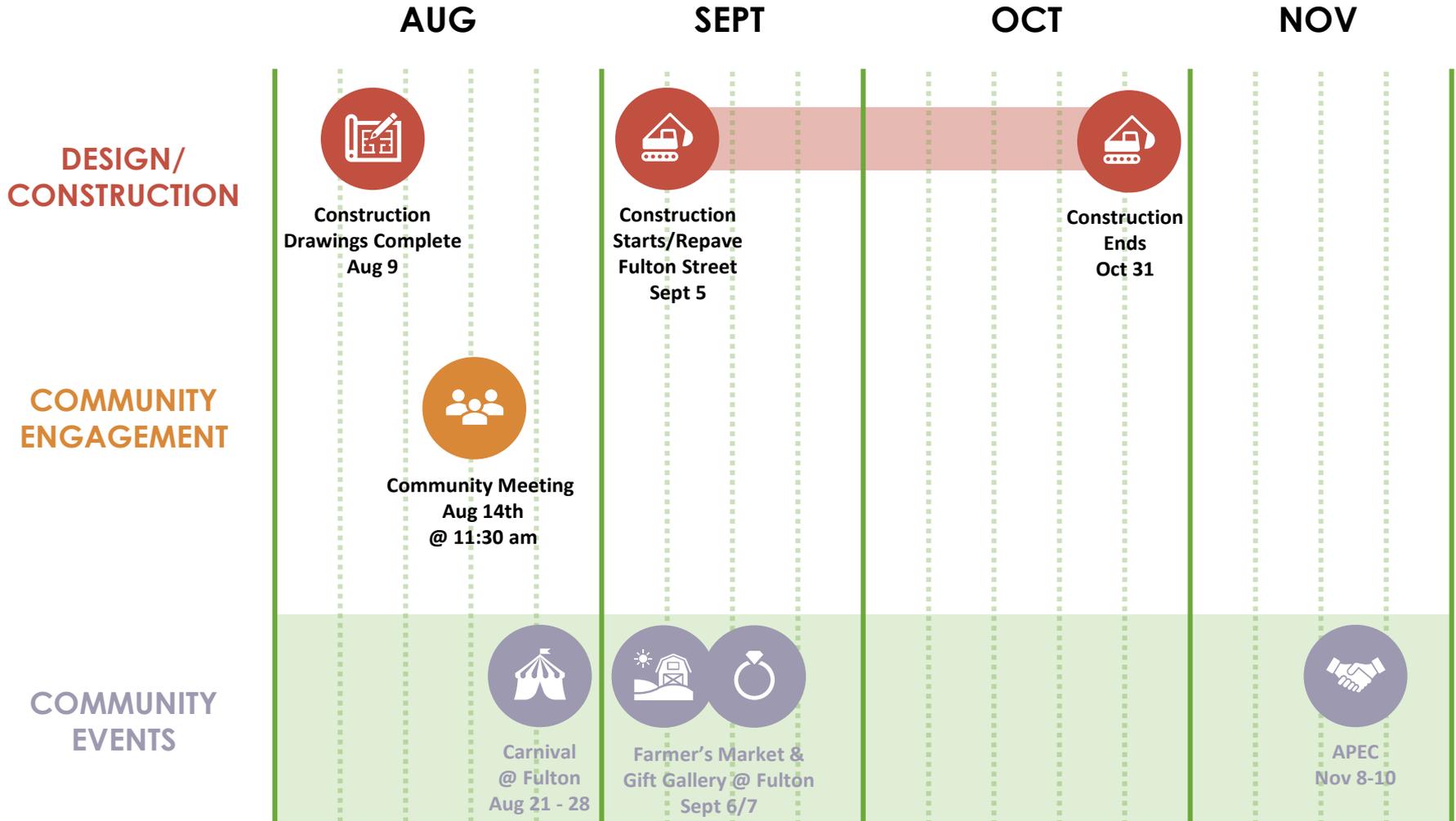
# FULTON STREET MALL



# UN PLAZA



# PROJECT TIMELINE







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.

<b>UN PLAZA BUDGET</b>	<b>2,060,000</b>
<b>General Fund Capital Baseline</b>	<b>1,560,000</b>
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
<b>Request for APEC/Philanthropic Funding*</b>	<b>500,000</b>

*\*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**

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



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

Civic Center Community Benefit District (“CCCBBD”), 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](mailto: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.

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

<b>OPERATOR REQUESTS FOR SUPPORT</b>	<b>AGENCY   ORGANIZATION FULFILLING REQUEST</b>
<b>Planning, Infrastructure and Equipment</b>	
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
<b>Personnel and Staffing (ongoing)</b>	
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

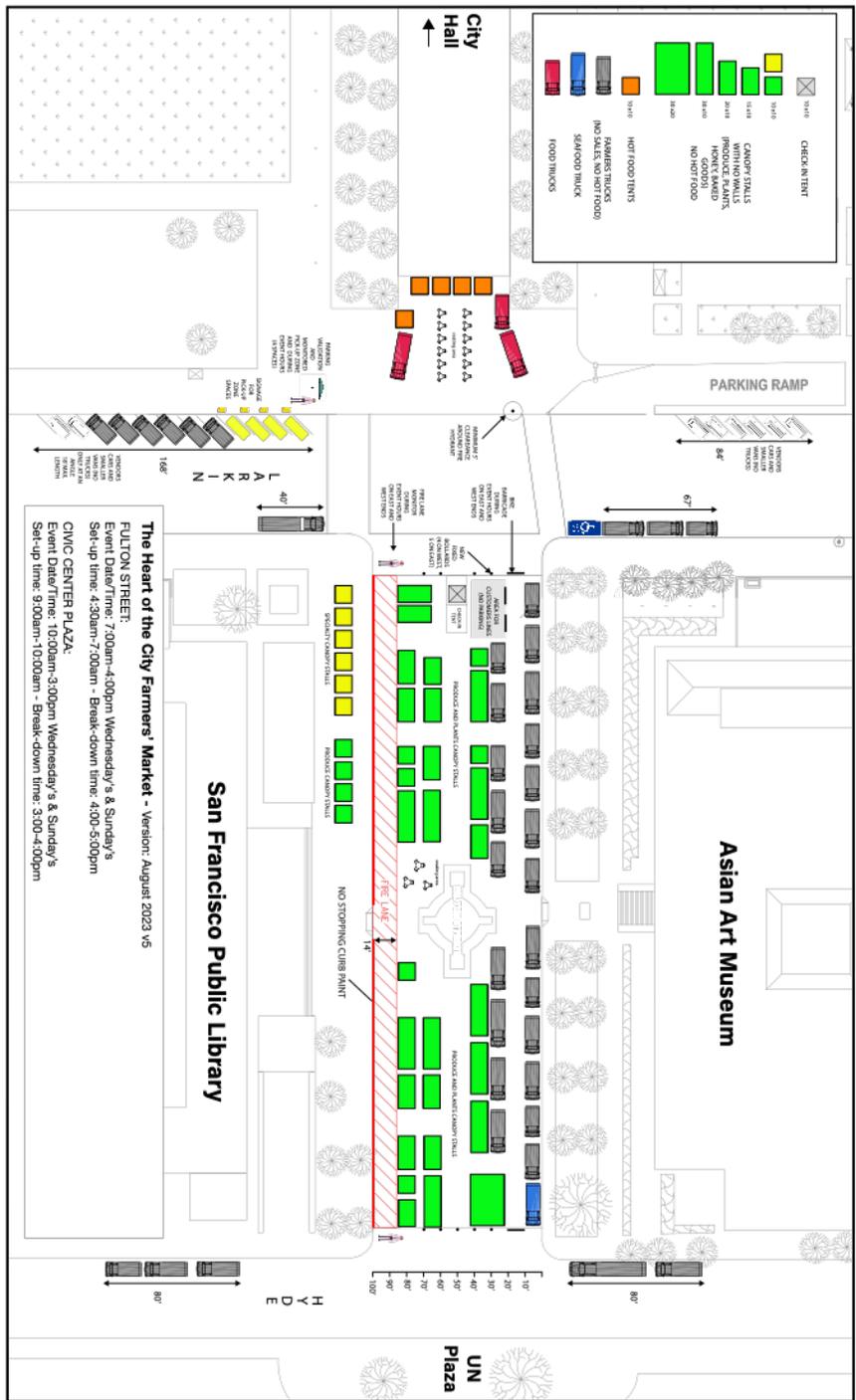
\_\_\_\_\_  
Signature

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](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
<b>Planning, Infrastructure and Equipment</b>		
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
<b>Personnel and Staffing</b>		
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

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 (“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](mailto: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:

<b>OPERATOR REQUESTS FOR SUPPORT</b>	<b>AGENCY   ORGANIZATION FULFILLING REQUEST</b>
<b>Planning, Infrastructure and Equipment</b>	
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
<b>Personnel and Staffing (ongoing)</b>	
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

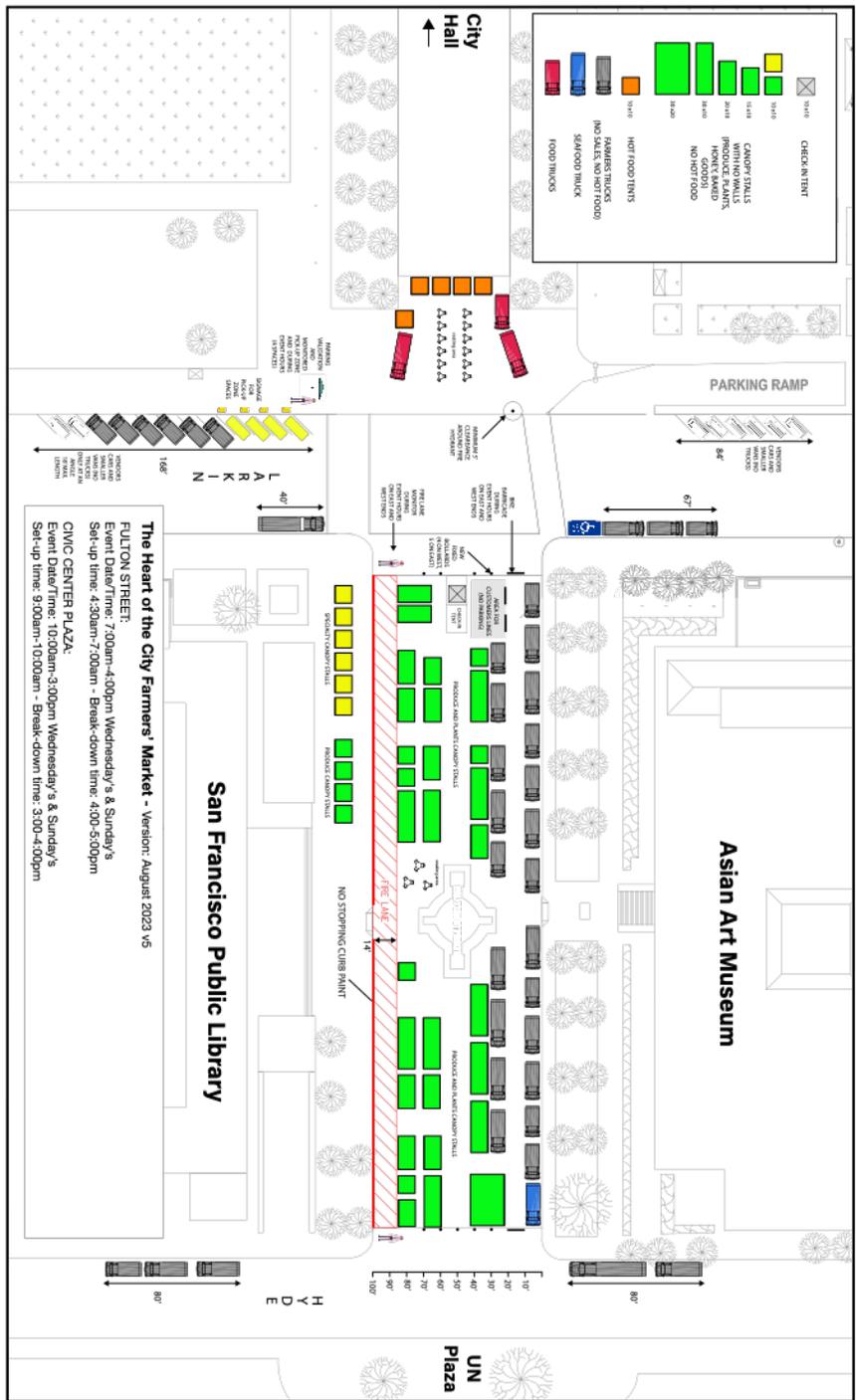
\_\_\_\_\_  
Signature

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](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>

**From:** [Adele Framer](#)  
**To:** [Cabrera, Stephanie \(BOS\)](#)  
**Cc:** [MandelmanStaff, \[BOS\]](#); [Preston, Dean \(BOS\)](#); [Stefani, Catherine \(BOS\)](#); [Chan, Connie \(BOS\)](#); [Board of Supervisors \(BOS\)](#)  
**Subject:** Public comment for September 20, 2023 BOS Government Audit & Oversight Committee  
**Date:** Wednesday, September 20, 2023 11:39:56 PM

---

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Comment on 2. 230951 [Urging the Recreation and Park Department to Publicly Share Information Regarding Pilot Activation of UN Plaza and Take Steps to Mitigate Any Impact on the Farmers' Market]

My name is Adele Framer. I live in current District 8. I've enjoyed shopping at the farmers' market on UN Plaza for more than 20 years, like thousands of other San Francisco voters.

I urge all supervisors to support this resolution.

I am very concerned about the health of the farmers' market. There are signs that the relocation to Fulton Plaza has been very rough for them. The new location is out of the way, too small, and logistically difficult. The farmers cannot afford much in the way of financial losses.

Everyone agrees that the farmers' market has been a shining asset to the city for 41 years. The crowds attracted by the farmers's market transformed UN Plaza every market day. It was established with a state grant to remedy a food desert. Without the market, the area is still a food desert.

The farmers' market is a small business and its members are mostly people of color who have worked hard to feed a poor neighborhood as well as thousands of other San Franciscans. If the farmers' market fails, I urge the committee to consider how this will affect food equity in the heart of San Francisco. How will this make our city look?

Overall, the UN Plaza project is poorly planned. Other than a paragraph describing skate ramp construction for Rec & Park's Planning application, I can find no formal plans, studies, or projected demographics or usage patterns for the skate park project. It never went before the Rec and Park board. The Planning department was told it was a temporary installation. Exactly how temporary is this slipshod pilot project?

This is not an obscure corner of the city. UN Plaza is a historic landmark and the gateway to our Civic Center. The Civic Center of the city of San Francisco belongs to all San Franciscans.

Why a skate park? Will that bring in the same kind of foot traffic as the farmers' market? I want to know why the Recreation and Park board did not explore other alternatives that would keep the farmers' market in place on UN Plaza. The night market organized by Supervisor Joel Engardio was a raging success. People come out for food. Why not have food in UN Plaza 7 days a week?

Sincerely,

Adele Frammer

**From:** [Tara Cahn](#)  
**To:** [Cabrera, Stephanie \(BOS\)](#)  
**Subject:** Government Audit & Oversight Committee  
**Date:** Wednesday, September 20, 2023 5:36:56 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Please include below letter as public comment for Government Audit and Oversight Committee Meeting this week.

Submitted on behalf of, Grace Rasmussen Aoyama Teresi, farmer, owner, Miramonte Farms

A

Honor the founders  
farmer's perspective

Honor working people  
Grace Rasmussen Aoyama Teresi

Honor farmers



In the early 80's, during a major recession, the Heart of the City Farmer's Market was conceived by the political will of Diane Feinstein, the support of Market Street Development Assoc. Bernie Ayerush, non-profits such as the American Friendship Committee, and farmers represented by Don Aoyama. Now, we are kicked to the curb after surviving the pandemic.

Have you considered?

How much will it cost to remove all the bricks and where are you going to store them? Are you going to remove all the columns when the year each country signed the UN Treaty? Concrete and Asphalt is at least a 5 million dollar deal and is not good for the environment as the surface is hot. Did the board of Supervisors actually ask the constituents for the funds?

Why did the Parks and Rec. Department want to ramrod this deal without any consideration of the farmers? Wouldn't it be cheaper to have other venues on the days the market is not there such as recycling demonstrations, makers and craft fairs, and a music event.

It is very evident that not much consideration was given. On Wed. after the market was closed, removal of the bricks ensued. The deal was done.

Farmers are environmentally conscience and we aim to please our customers. We harvest the crops that capture the sun which give you energy and the roots mine the minerals. I practice dry farming and provide nutrient rich produce for more than 40 years and the lack of respect is evident.

You take a way the parking, you jam us all up in a small space, and there is no dialogue.

On top of that, I have to arrive at 6 am, unload a ton of produce, park a truck, and hope the produce is there after driving 2 hrs, at my ripe age of 65.

I treat all people with respect. You don't care.

Relationships are the most important aspect of life. My late husband, Don Aoyama came to the Civic Center Farmers market the day after Loma Prieta earthquake in the fall of 1989 and all the grocery stores were closed due to the lack of electricity. He was mobbed. Customers were so happy to see him. When things get tough, farmers get going.

**From:** [Friedland](#)  
**To:** [Cabrera, Stephanie \(BOS\)](#)  
**Cc:** [PrestonStaff \(BOS\)](#)  
**Subject:** Public Comment re Civic Center Farmers Market/Skate Park plan.  
**Date:** Tuesday, September 19, 2023 12:06:40 PM

---

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Government Audit and Oversight Committee,

I'm writing to voice my opposition to the shift of the Farmers' Market from UN Plaza to Fulton Street for the sake of installing a skate park and other recreational equipment.

I'm not a resident of the Tenderloin, but I'm an employee of the City and County of San Francisco, and I work in the Tenderloin.

Rec & Park's plan for UN Plaza is mean-spirited and unproductive:

1) The farmers worked very hard throughout the pandemic to bring food to the heart of the city, especially to marginalized and poor folk who depend on this market for their produce needs.

This is how the City rewards them? By making farmers' jobs more difficult? Why take away their ease of parking? Why not prioritize their needs? **The shift has already impacted their livelihood. According to one farmer, due to the parking squeeze and the reduction of tent space with the relocation, each farmer is losing between \$1,000 and \$2,000 per week during their peak produce season.**

It's already very tough to be a small-scale farmer in the U.S. Let's give them the respect and ease-of-operation that they deserve.

2) **A skate park will not succeed in UN Plaza, and it doesn't meet the real needs of the Tenderloin community.**

**Is this installation actually for the purpose of making the UN Plaza safer and more citizen friendly? Or, is it for burnishing Mayor's Breed's terrible image nationwide with respect to drug-dealing in that area?** The skaters and drug dealers will co-exist just as Urban Alchemy staff and drug dealers are co-existing. The installation of ping pong tables will not cause the dealing to stop. **The dealing would only, temporarily, shift to Market Street and further into the streets of the Tenderloin.**

Parents will still not want to bring their kids to the UN Plaza to play if they have any other option.

If the Mayor and the City would like to make the Tenderloin District more "family friendly," they should instead come up with initiatives to improve the lives of the families that actually *live* in the Tenderloin, first, by close listening to the businesses and families of the neighborhood to learn what their unmet needs are.

**Minimally, some honest assessment of the success of this skatepark in serving the Tenderloin community should be made after its first six months of operation** if Rec & Park decides to move forward on this ill-conceived plan.

Thanks for considering my opinion as a worker who frequents UN Plaza many days a week and as a City of San Francisco employee and resident.

L Friedland  
friedlandstaying@yahoo.com

**From:** [Susan Keyte](#)  
**To:** [Cabrera, Stephanie \(BOS\)](#)  
**Subject:** I'm Against Replacing Heart of the City Farmer's Market With a Skate Park!!!  
**Date:** Monday, September 18, 2023 8:34:08 AM

---

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I've just read the following SF Chronicle article and am horrified at this development.

## **‘It’s going to be a nightmare’: SF displaces farmers market to make room for skate area**

I own a condo in Opera Plaza & am surrounded by drug users, drug dealers & homeless enablers. Your idea of opening a skate area, etc. a few blocks away will be a huge magnet for more of what we're already experiencing.

In addition, you'll be ruining any chance for the new IKEA store to survive. It appears you have no idea of the disastrous consequences of this insane idea to Market Street, the tenderloin AND our beautiful Farmer's Market. You're going to bring more of the same lowlife teenagers & 20 somethings we're already dealing w/ 24/7.

Quote from SF Chronicle article:

"A message sent to the Recreation and Park Department was not returned before publication. However, Phil Ginsburg, general manager of San Francisco Recreation and Park, told the farmers market's Board of Directors that the recreation area is an experiment and that the vendors will be allowed to return if the project does not improve the public health issues in U.N. Plaza"

STOP. LEAVE US ALONE. DON'T DO THIS!!!!!!!!!! DECENT PEOPLE LIVE HERE, WE DON'T NEED OR WANT THIS KIND OF EXPERIMENT!!!!!!!!!! YOU BOTH KNOW DISTRICT 2 & I WONDER WHERE YOU LIVE THAT YOU WOULD COME UP W/ THIS HAIRBRAINED IDEA AS A REMEDY.

PLEASE RECONSIDER. Thank you.

Susan Keyte

Opera Plaza Condo Owner  
[601 Van Ness Ave., #741](#)  
[San Francisco, CA. 94102](#)  
415-605-6903

**From:** [Tara Cahn](#)  
**To:** [Cabrera, Stephanie \(BOS\)](#)  
**Subject:** United Nations Plaza Heart of the City Farmer"s Market Heritage Site  
**Date:** Sunday, September 17, 2023 3:18:07 PM  
**Attachments:** [United Nations Plaza Heart of the City Farmer"s Market Heritage Site.One of the hidden Jewels of SF.Final.docx](#)

---

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Clerk Stephanie Cabrera:  
Re: Government Audit & Oversight Committee Meeting this week. Public comment submission.

Please see attached letter.

Thank you,  
T.Cahn

Tara Cahn Architecture  
Former Fulbright Scholar

**From:** [Jan Michaels](#)  
**To:** [Cabrera, Stephanie \(BOS\)](#)  
**Subject:** Farmer's Market Location Change  
**Date:** Sunday, September 17, 2023 1:15:50 PM

---

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Please put me down in the record as a SF resident who opposed the location change of the Farmer's Market at Civic Center Plaza. The market needs the extra space to thrive. A skateboard park at UN Plaza is not a good idea. It will not improve anything. Thank you, Jan Michaels

1580 Jackson St #11  
San Francisco CA 94109

President, District 3  
BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689  
Tel. No. 554-7450  
Fax No. 554-7454  
TDD/TTY No. 544-6546

**Aaron Peskin**

---

---

**PRESIDENTIAL ACTION**

Date:

To: Angela Calvillo, Clerk of the Board of Supervisors

---

---

Madam Clerk,

Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No.

(Primary Sponsor)

Title.

Transferring (Board Rule No 3.3)

File No.

(Primary Sponsor)

Title.

From:

Committee

To:

Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor:

Replacing Supervisor:

For:

Meeting

(Date)

(Committee)

Start Time:

End Time:

Temporary Assignment:

Partial

Full Meeting

---

Aaron Peskin, President  
Board of Supervisors

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689  
Tel. No. (415) 554-5184  
Fax No. (415) 554-5163  
TDD/TTY No. (415) 554-5227

## MEMORANDUM

TO: Phil Ginsburg, General Manager, Recreation and Parks Department  
Rich Hillis, Director, Planning Department

FROM: Stephanie Cabrera, Assistant Clerk, Government Audit and Oversight  
Committee, Board of Supervisors

DATE: September 12, 2023

SUBJECT: LEGISLATION INTRODUCED

---

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Supervisor Preston on Tuesday, September 5, 2023:

**File No. 230951**

**Resolution expressing the Board of Supervisors' concern regarding the development of the United Nations (UN) Activation Plan and displacement of the Heart of the City Farmers' Market from the UN Plaza, urging the Recreation and Park Department to adopt mitigations requested by the Farmers' Market, and urging the Recreation and Park Department to provide information to the public and the Board of Supervisors regarding the pilot activation plan.**

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: [Stephanie.Cabrera@sfgov.org](mailto:Stephanie.Cabrera@sfgov.org).

CC:

Sarah Madland, Recreation and Parks Department  
Beverly Ng, Recreation and Parks Department  
Ashley Summers, Recreation and Parks Commission  
Dan Sider, Planning Department  
Corey Teague, Planning Department  
Tina Tam, Planning Department  
Lisa Gibson, Planning Department

Devyani Jain, Planning Department  
Aaron Starr, Planning Department  
Josh Switzky, Planning Department  
Joy Navarrete, Planning Department  
Debra Dwyer, Planning Department  
Elizabeth Watty, Planning Department  
Richard Sucre, Planning Department

## Introduction Form

*(by a Member of the Board of Supervisors or the Mayor)*



I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- 2. Request for next printed agenda (For Adoption Without Committee Reference)  
*(Routine, non-controversial and/or commendatory matters only)*
- 3. Request for Hearing on a subject matter at Committee
- 4. Request for Letter beginning with "Supervisor  inquires..."
- 5. City Attorney Request
- 6. Call File No.  from Committee.
- 7. Budget and Legislative Analyst Request (attached written Motion)
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the Board on

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- Small Business Commission       Youth Commission       Ethics Commission
- Planning Commission       Building Inspection Commission       Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- Yes       No

*(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)*

Sponsor(s):

Subject:

Long Title or text listed:

Signature of Sponsoring Supervisor: