

MEMORANDUM OF UNDERSTANDING REGARDING PROJECTS THROUGH THE PLACES FOR PEOPLE ORDINANCE

This memorandum of understanding (the "MOU"), dated as of December 20, 2018, is entered into by the Planning Department ("Planning"), Public Works ("SFPW"), the San Francisco Municipal Transportation Agency ("SFMTA"), the San Francisco Entertainment Commission ("EC"), and the San Francisco Real Estate Division ("RED") (collectively the "Places for People Working Group").

RECITALS

A. Places for People Working Group serves to quickly respond to goals outlined in Vision Zero (San Francisco Vision Zero Task Force, April 2014), the Pedestrian Strategy (Mayor's Pedestrian Safety Task Force, January 2013), and Walk First (Department of Public Health, September 2011). The Places for People Working Group is also a vital instrument in the Invest in Neighborhoods Toolkit (OEWD / Planning Department 2012). Places for People projects are components of area plans, public realm plans, and complete street plans.

B. Places for People Ordinance is implemented and administered by the Places for People Working Group. The Places for People Working Group consults with other City departments as needed or appropriate.

C. The Places for People Ordinance facilitates the creation of public spaces ("Projects") through the installation of reversible treatments in the right-of-way or vacant parcels. City departments within the Places for People Working Group facilitate the ongoing programming and activation of trial demonstration public spaces for the duration of the public space's existence.

D. Nonprofit, private, or government entities ("Project Sponsor") may submit Project proposals to the City. Project Sponsors operate the Project during the lifetime of the Project.

E. Each of the City departments signing this MOU agree to work together in connection with the Program (defined in Admin Code 94A), as more particularly described below.

AGREEMENT

1. Places for People. The Places for People Working Group will meet monthly to perform functions related to the consideration, development, permitting, implementation, and oversight of applicable Projects in the City. Each City department signing this MOU will provide the appropriate staffing and coordination support necessary to facilitate Projects.

2. Independent Jurisdiction. Notwithstanding this joint effort, each City department will retain independent and primary responsibility for the items within its jurisdiction and purview. Nothing in this MOU commits the City or any City department to any specific Project.

3. Sequence of Tasks and Lead Agencies. Please refer to Appendix A: Interagency Permitting Workflow for the defined sequence of tasks and lead agency for each.

(a) Planning will administer outreach, intake and initial vetting of Project proposals submitted by Project Sponsors. Planning will coordinate review and approval of Projects by the necessary City departments. Planning may request that SFPW terminate the Permit, or EC to terminate the EC Permit described in section 3(d) below, if the Project Sponsor fails to follow the provisions of either permit.

(b) SFMTA will conduct the analysis necessary for vetting temporary street closure (either full or partial width of street; full-time or part-time over hours and days of the week) for the proposed Project. SFMTA will participate in design review of the Project. SFMTA will review and consider (and would issue, in accordance with its customary practices, when all requirements have been satisfied) the appropriate approval for temporary alteration to traffic proposed by the Project. SFMTA will manage the implementation of any restriping of travel and parking lanes, ground surface treatments to delineate right-of-way temporarily converted for the Project, upright bollards and other traffic control devices, and other reversible site improvements as needed for the Project.

(c) SFPW will review and consider (and would issue, in accordance with its customary practices, when all requirements have been satisfied) the appropriate approval for use of the public right-of-way where SFMTA shares jurisdiction with SFPW. SFPW will implement and/or permit the installation of reversible site improvements (planters, furnishings, etc.) associated with the Project. In addition, SFPW will be responsible for enforcing compliance with respect to any provisions made in the Permit. SFPW shall collect any applicable fees owed to other Departments and route those funds accordingly.

(d) The EC will review and consider (and would issue, in accordance with its customary practices, when all requirements have been satisfied) a "One Time Outdoor Entertainment Event Permit," "One Time Outdoor Amplified Sound Permit," or outdoor "Limited Live Performance Permit" for the Project if the project proposal meets the thresholds for requiring such a permit.

(e) RED will review and consider (and would issue, in accordance with its customary practices, when all requirements have been satisfied) the appropriate authorization for temporary occupation of the Project site if the project proposal meets the thresholds for requiring such a permit.

4. Responsibilities of Project Sponsors. The City departments named in this MOU agree Project Sponsors of Places for People Projects shall be responsible for the following, as described in the Permit:

- (a) Daily maintenance and upkeep of reversible treatments
- (b) Appropriate activation programming.

(c) Up to one million dollars general liability insurance, covering the hours of operation associated with activation undertaking by the Sponsor, naming the City and County of San Francisco as additionally insured.

5. Term. The term of this MOU will begin upon execution, and will continue for each City department until that department notifies in writing the other departments that it is terminating its participation in the Project and this MOU.

(a) This MOU replaces and supercedes the “Memorandum of Understanding Regarding the San Francisco Pavement to Parks Program” dated 5 October 2015, the “Addendum to the Memorandum of Understanding Regarding the San Francisco Pavement to Parks Program” dated 23 November 2015, and the “Memorandum of Understanding Regarding the San Francisco Parklet Program” dated 5 October 2015.

6. Costs. Each City department shall bear its own costs for fees, and may seek to recover costs for implementation, in connection with this MOU as follows:

(a) Per Administrative Code, Section 94A.11. FEES, each City department may require the Project Sponsor to pay one-half of the amount of any fees established in Public Works Code, Article 2.1.

(b) Any City department may request that another City department include its applicable fees in any permit issued.

(c) The City departments will track and report on staff time hours and costs associated with the consideration, development, permitting, implementation, and oversight of applicable Projects in the City.

7. Notices. Any notices that are given by any City department under this MOU shall be given to the City departments at the following addresses, or such alternative address as a City department may designate from time to time:

If to Planning: Planning Department
 Citywide Policy Division, City Design Group
 1650 Mission Street, Ste 400
 Attn: Robin Abad, Lead Policy Planner
 Fax No.(415) 558-6409
 Tel No.(415) 575-9123

If to MTA: San Francisco Municipal Transportation Agency
 Sustainable Streets Division, Livable Streets
 Attn: Jamie Parks
 1 South Van Ness Avenue, 7th Floor
 Tel No.(415) 701-4452

If to SFPW: San Francisco Public Works
 Bureau of Street Use and Mapping
 1155 Market Street, Ste 300
 Attn: Bureau Manager

Fax No. (415) 554-6161
Tel No.(415) 554-5810

If to EC: Entertainment Commission
1 Dr. Carlton B. Goodlett Place, Room 12
Attn: Executive Director
Fax No. (415) 554-7934
Tel No.(415) 554-5706

If to RED: Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Real Estate
Tel No. (415) 554-9860

8. Cooperation. Each City department agrees to cooperate in good faith, and to keep the other City departments party to this MOU reasonably informed, with respect to its actions relating to the Project. Nothing in this MOU in any way limits the right of any City department to exercise its discretion in keeping with standard practices. In addition to any conditions described in this MOU, the obligations of the City departments are expressly subject to the receipt of all legally required approvals following environmental review.

9. No Third Party Beneficiaries. There are no intended third party beneficiaries of this MOU. The City departments agree that this MOU is entered into for their mutual benefit and not for the benefit of any other party.

10. Miscellaneous. (a) This MOU may be amended or modified only by a writing signed by the affected City departments. (b) This MOU (including any exhibits) contains the entire understanding between the parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein (c) Each City department shall act at the direction of its department head or his or her designee, and any action shall be subject to Commission or Board approval if required. (d) All actions are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and other applicable laws.

The City departments are entering into this MOU as of the date first set forth above.

Planning Department

By:


John Rahaim, Planning Director

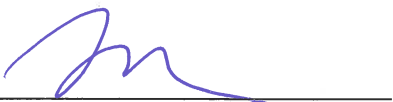
San Francisco Public Works

By: 
Mohammed Nuru, Director of Public Works

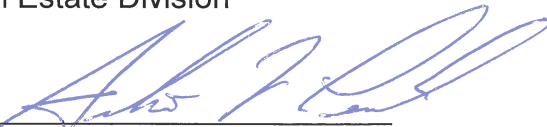
Municipal Transportation Agency

By: 
Edward D. Reiskin, Director of Transportation

Entertainment Commission

By: 
Maggie Weiland, Executive Director

Real Estate Division

By: 
Andrico Q. Penick, Director of Real Estate
12/20/18

Places for People Interagency Permitting Workflow

