



**Proposal Submission For:**

## **San Carlos Farmers' Market Operator**

- **ATT:** Wendy Schettino
- **RFP Number:** 12162022
- **Close Date:** 01/18/2023 5:00 PM

## **Urban Village Farmers' Market Association**

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**Urban Village Farmers' Market Association**  
 484 Lake Park Avenue, #501 Oakland, CA 94610  
[www.UVFM.org](http://www.UVFM.org) • [Info@uvfm.org](mailto:Info@uvfm.org)



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## B. STATEMENT OF QUALIFICATIONS

### I. INTRO / BACKGROUND

Urban Village Farmers' Market Association is a Non-profit Mutual Benefit Corporation formed in March 1997. For 26 years and counting, UVFM has been helping keep our Californian dollars circulating at home. Our trusted farmers' markets draw residents back into their local downtowns on the weekends, to shop with our weekly vendors as well as with the merchants and restaurateurs in the area. New vendors create new opportunities for part-time jobs, from students to retirees; a venue for aspiring artists and entrepreneurs; and a meeting place for civic and cultural engagement.

**We Serve the Family Farmer:** As a CA Certified Market Operator, we are dedicated to promoting and providing an exclusive and direct platform for the non-industrialized, small, CA family farmer. By fostering economic and social ties between local producers and consumers we enact the collective preservation of nutrient dense, heirloom, culinary, ethnic, organic, and other specialty crops not widely grown on a large scale or found at traditional food retailers; and above all, the stewardship of the local environment, sustaining and restoring surrounding greenbelt areas via slow farming practices, carbon sequestration, ensuring climate health and food security for us all.

**The Entrepreneurial Incubator:** UVFM has a very selective screening process for accepting new vendors into our markets. We have a proven track record for curating quality vendors and are proud to have been the launching pad to many start-up businesses that grown into very successful brands such as Blue Bottle Coffee, Starter Bakery, Cowgirl Creamery, Farmhouse Culture, Roli Roti, Sukhi's Gourmet Indian Food - just to name a few.



James Freeman of Blue Bottle Coffee got his start at UVFM's Old Oakland and Temescal Markets in 2002. In 2015 they went international.

**The Resident Community:** UVFM Markets offer a service and an experience. With our trusted reputation, our markets have become a stronghold for one of the last harmonious community meeting places, blending diverse residents and drawing in visitors from around the globe as a weekly destination; Urban Village Farmers' Markets have been voted Best Farmers' Market, year after year. Our markets have been instrumental in the successful efforts to revitalize downtown areas that were economically or socially depressed before our arrival, such as in Old Oakland, Palo Alto, and Temescal. Real estate listings wisely boast our markets when lucky enough to have one in their backyard; Struggling merchants have tangibly benefited from increased foot traffic into the area and into their shops.

**In Times of Crisis:** The 2020 shelter in place orders came and UVFM went into high gear to quickly adapt and meet the moment head on. We quickly implemented sanitation stations, masks, distancing, and signage to keep shoppers and vendors safe. Some associations offered a one-size-fits-all veggie box, however UVFM's passionate team took it 2 steps further than all others. In collaboration with an App maker, UVFM launched a fully customizable online shopping cart system allowing customers to order exactly what they wanted from each of their beloved farmers' market vendors, including food purveyors and artisans, finished with a full-service curbside-to-trunk pickup. During one of recent history's scariest times, UVFM did the work needed, with expertise, to facilitate clear information, top safety protocols, and seamless ease of accessibility for all.

(Appendix B)

## II. DIRECT EXPERIENCE:

UVFM has worked closely with the City Departments in 10+ districts within Alameda County, Contra Costa County, San Mateo County, and Santa Clara County. We maintain close communication and compliance with all necessary permits needed in cooperation with entities such as Parks and Recreation, Public Works, Fire Dept, Sheriff's Office, The State of CA (DMV), BART, and various City and Merchant Associations.

### INSURANCE, FIRE, POLICE PERMITS

Urban Village maintains a \$10 million policy covering all 10 market operations in addition to each vendor maintaining \$1 million policies. Urban Village will list the City of San Carlos as additional insured on said policy. Urban Village is well versed on obtaining all necessary permits from Fire and Police agencies to operate the market. This process shall include submission of plans outlining market set-up, traffic controls, and other measures necessary to ensure the safe and compliant operation of the market.

UVFM has a strong reputation with vendors as being one of the best Association to work with. This is a huge draw for vendor loyalty. With 26 years of experience, we understand how to keep both the local Chamber and our pop-up vendors feeling heard and copacetic.

At 10 markets, UVFM has prioritized operating quality downtown markets over amassing large quantities of small markets. This ensures that we always have the best vendor line up available for each of our markets. Some associations boast operating up to 40+ markets, however many of these are very small and watered down. UVFM only operates a couple small neighborhood pocket markets that are strategic as testing grounds for new start-ups to get their feet wet before entering our larger downtown markets.

### **UVFM Operates 9, Year-Round, Certified CA Farmers' Markets – 6 Markets offer EBT redemption**

**The Old Oakland Farmers' Market:** Friday, 8:00am-2:00pm. A downtown street-market.  
Acquired in 1997. Distribute upwards of 800 transactions/ \$16-18k in EBT + Match per day.

**The Sunnyvale Farmers' Market:** Saturday, 9:00am-1:00pm. A downtown street-market.  
Acquired in 1997. Distribute upwards of 70 transactions/ \$1200 in EBT + Match per day.

**The Campbell Farmers' Market:** Sunday, 9:00-1:00pm. A downtown street-market.  
Acquired in 1998. Distribute upwards of 80 transactions/ \$2000 in EBT + Match per day.

**The Santa Clara Farmers' Market:** Saturday, 9:00am-1:00pm. Acquired in 2002. A downtown street-market.

**The Castro Valley Farmers' Market:** Saturday, 9:00am-1:00pm. Located at BART.  
Acquired in 2005. Distribute upwards of 80 transactions/ \$1800 in EBT + Match per day.

**The Montclair Village Farmers' Market:** Sunday, 9:00am-1:00pm. A downtown street-market.  
Acquired in 2006.

**The Temescal Farmers' Market:** 9:00am-1:00pm. Located at the DMV.  
Acquired in 2006. Distribute upwards of 200 transactions/ \$4,500 in EBT + Match per day.

**Palo Alto's California Ave Farmers' Market:** Sunday, 9:00am-1:00pm. A downtown street-market.  
Acquired in 2007. Distribute upwards of 40 transactions/ \$900 in EBT + Match per day.

**The Willow Glen, Farmers' Market:** Saturday, 9:00am-1:00pm. Located at an Elementary schoolyard  
Acquired in 2016

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### III. UVFM REFERENCES:

- City of Sunnyvale- Connie Verceles, Assistant to City Manager/Economic Development (408) 730-7256, [CVerceles@sunnyvale.ca.gov](mailto:CVerceles@sunnyvale.ca.gov)
- Damon Sparacino, Recreation Superintendent, (408) 730-7342, [DSparacino@sunnyvale.ca.gov](mailto:DSparacino@sunnyvale.ca.gov)
- City of Campbell- Angelique Gaeta (new), City Manager's Office, (408) 866-2128, [angeliqueg@campbellca.gov](mailto:angeliqueg@campbellca.gov)
- Lauren Merriman, Recreation Services Manager, (408) 866-2107, [laurenm@campbellca.gov](mailto:laurenm@campbellca.gov)
- City of Palo Alto- Kara Apple, Office of City Manager, (650) 329-2632, [kara.apple@cityofpaloalto.org](mailto:kara.apple@cityofpaloalto.org)
- Montclair Village Association- Daniel Stafford, Executive Director, (510) 339-1000, [daniel@montclairvillage.net](mailto:daniel@montclairvillage.net)

#### UVFM BOARD OF DIRECTORS

Jerome Lazarus	<b>(President)</b>
Katherine Foster	<b>(Vice President), Pinnacle Ranch</b>
Gilbert Yerena Jr.,	<b>FeNella's Berries</b>
Greg Beccio,	<b>Happy Boy Farms</b>
Gary Chappell,	<b>Moonshadows Jewelry</b>
Hans Haveman,	<b>H&amp;H Fresh Fish Co.</b>
Zaida Soriano,	<b>Oaxacan Kitchen Market</b>

#### MEMBERSHIP:

Urban Village Farmers' Market Association is a member of:

- [Community Alliance with Family Farmers](#)
- [California Certified Organic Farmers, Inc.](#)
- [Organic Farming Research Foundation](#)
- [Slow Food](#)

### C. SCOPE OF SERVICES – MATRIX (See Appendix C)

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## F. PROJECT IMPLEMENTATION PLAN

UVFM is a seasoned Market operator that can enhance the experience at the San Carlos Farmers' Market. With a mindful and discerning expansion of selection, quality of vendors, and visibility, we will give customers greater choice and inspire their culinary explorations. The addition of regular weekly space for local businesses and non-profits will strengthen local activities and boost the local economy. Holiday events and creating space for environmental outreach activities will give market participants the opportunity to engage issues that are important to their community. Buy-in and marketing support from the City's infrastructure such as street light banners and mailing lists will play an important part in getting the initial word out. The outline below addresses the various components of operating the new San Carlos Farmers' Market.

### 1. PLAN OF ACTION (Estimated)

<b>Week of:</b> Tues Feb 14	All Special Events Application submissions and processes begin – Permits, Insurance, EBT terminal, and Match grant funding allocation. Meet with City of San Carlos Team members for transfer of inventory and background intel, key community contacts, files, materials, prior layout map and contact list for pre-existing vendors. Assessment of what we are starting with and begin plan to build from there.
Mon Feb 20	Vendor recruitment begins. Staff recruitment begins. Marketing Plan: review existing materials, establish budget, strategy, and design execution. Musician & Balloon bookings for the year. Special event outreach & planning begins
Mon Feb 27	City Infrastructure & Subcontractor outreach (Porta potties & Dumpster site; Storage unit; Parking location, Merchant restroom agreements ...) Order market materials as needed (Tent, furniture, signage, traffic and EBT equipment ...) <i>Ongoing:</i> Marketing, Recruitment, Permitting process
Mon Mar 7	Staff hire interviews Marketing materials final review <i>Ongoing:</i> Marketing, Recruitment, Permitting process
Mon Mar 14	Marketing materials printed and mailed out. Street banners physically Up for 3 months min. <i>Ongoing:</i> Recruitment, Permitting process
Mon Mar 21	Preliminary vendor layout map submitted <i>Ongoing:</i> Recruitment, Permitting process
Mon Mar 28	Final vendor layout map submitted
<b>Sun Apr 2</b>	<b>GRAND RE-OPENING DAY</b>
Sun Apr 9	Easter Sunday Event
Sun Apr 23	Earth Day Celebration
<i>Ongoing</i>	Promotional posts on NextDoor, Yelp, and social media. Ads placed in Edible Silicone Valley other local publications. The use of Banners, Kiosks, or use of other local city fixtures for signaling that the San Carlos Farmers' Market has expanded and now Year Round.

### 2. MARKET LAYOUT EXPANSION MAP. (See Appendix D)

Before submitting a final map, UVFM will conduct deeper investigation on site to determine ideal flow based on the final approved vendor list and how we determine they will best interface with the existing infrastructure and merchants. Plans will be shared accordingly. UVFM would like to extend the market all the way to the end of the 600 block of Laurel Street, closing off all through traffic and left turns from San Carlos Ave. Should the 700 block of Laurel St. be made available in the future, it would be our first choice to have a straight 2 block footprint, in lieu of the existing T formation using Cherry Street. However, we will utilize the maximum length of Cherry Street possible, if 700 Laurel is not an option.



### 3. TRAFFIC CONTROL PLAN:

Permanent city signs affixed along the 600 block of Laurel Street and Cherry Street: No Parking / Tow Away Sundays from 2am – 3pm. UVFM always prefers to be a good neighbor and rarely calls in to tow a vehicle. Typically, if we can work around a car that has been left on the street, we do. However, in our experience, people only take the parking rules seriously when the city signage present the risk of a towing. All street closures with approved traffic barricades, signage, and cones should be in place by 5 am Sunday mornings, and strictly closed to all vehicles from 9am -1pm. All aisles within the market will always maintain a 20ft wide Fire Lane for safe entry and exit of emergency vehicles. Staff and Vendor Parking will be concentrated to the Wheeler Plaza Lot, Wells Fargo Lot, and spaces yet to be determined, to minimize congestion and maximize customer parking. UVFM follows strict rules for vendor loading in and loading out that prioritizes traffic flow, efficiency, and safety. Full details can be found in our Rules and Regulations Document. (See Appendix F)

### 4. MARKET CALENDAR & EVENTS FOR 2023.

The proposed times of operation of the San Carlos Farmers' Market would remain on Sundays, 9am -1pm in order to avoid disruption to as many established vendors and customers, and to give an alternative to neighboring markets which are currently on Saturdays. UVFM proposes to extend operations to a Year-Round, Rain or Shine status, closing only on years when Christmas and New Year's Day land on a Sunday, as well as on the designated day of the San Carlos Art and Wine faire. Should the City wish to implement another annual street festival, we are always amenable to accommodating this as best as possible.

Every market develops its own personality based on the demographics and cultural interest of its neighboring communities. UVFM's new Director of Communications is charged with tapping into the local pulse of an area to draw out meaningful events and community groups specific to that market. This calendar is an example of what UVFM may put forth any given year; additional events may be added:

Apr 2 – Launch, Band, Market Basket Raffle

Apr 9 – Easter Egg Hunt with prizes

Apr 23 – Earth Day Celebration

May 14 – Mother's Day market basket give-away

June 18 – Father's Day photo contest

July 2 – Independence Day themed celebration

Aug 20 – Guest Chef Cookbook Signing TBD

Sep 17 – Rosh Hashana – Apples & Honey giveaway + collection box for a local charity (TBD)

Oct 8 – CLOSED San Carlos Art and Wine Faire.

Nov 26 – Native American Heritage Theme – Local group event (TBD)

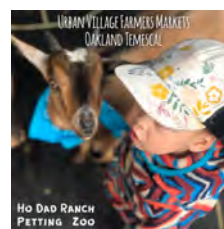
Oct 29 – Halloween Harvest Celebration. Decorations, mini pumpkins, etc.

Dec 24 – Christmas Eve Theme - Open (Market closes only if Christmas Day lands on a Sunday)

Dec 31 – New Year's Eve Theme - Open (Market closes only if New Year's Day lands on a Sunday)

### COMMUNITY ENGAGEMENT / FARMERS' MARKET BASKET GIVEAWAYS

Promoting contests to win a copious Farmers Market Basket has been a long-standing tradition at Urban Village markets, an excellent way to promote a sampling of our vendors' products, and a fun community engagement tool.



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*Example of UVFM organized activities, such as Chef book signings, a petting zoo, mini pumpkin patch, and kids Halloween costume contests - all possibilities should the demographic and architectural elements of the specific market location make it possible.*



## CELEBRITY CHEF COOKBOOK SIGNINGS

- Tanya Holland, Temescal Farmers' Market - *Upcoming in Feb 2023!*
- Bryant Terry, Old Oakland Farmers' Market
- Anya Fernald, Temescal Farmers' Market
- Leslie Jonath, California Ave in Palo Alto Farmers' Market

*(...to name a few)*

## 5. RECRUITMENT, SCREENING AND RETENTION OF VENDORS:

Urban Village has launched several large, successful, award-winning farmers' markets around the Bay Area. Over the years we have developed an extensive vendor base of the highest quality to draw from for new projects. We strive to include vendors that exemplify quality and localism. Competent operation of these markets has led to great vendor successes. This results in significant trust and loyalty by our vendors in Urban Village to continue this path and partner with us for new opportunities.

The transition from one market operator to another will be made easily regarding the Market's existing grower and food vendor base. Only a few of the current San Carlos Farmers' Market participants are in UVFM's markets now, so UVFM can offer a wide range of new complementary vendors and entice new consumer attendance.

UVFM's intention will be to screen and invite all pre-existing vendors and build a top-quality line up around that. However, UVFM reserves the right to un-invite any vendor that is suspected of reselling or does not meet the bylaws or standards of being included in a Certified Farmers' Market. We currently have over 300 active vendors who are well established and vetted and we receive dozens of new candidate applicants daily via our online applications, which can be found on our website [www.uvfm.org](http://www.uvfm.org) (See Appendix E)

The certified agricultural (Ag) section will comprise approximately 65% of the market footprint with 35% being dedicated to locally crafted foods, arts and community space. Within the Ag section, approximately 70% will be Certified Organic, and 30% un-certified, but well vetted for quality and clean growing practices. This is to offer a price point range for all consumers to choose from, as well as to bring in a bigger diversity of fruit and vegetable varieties. Of total vendors, around 85% may attend year-round and 15% may have some seasonal absences, such as cherries or ice cream; We will try to include as many different commodities as is feasible, including but not limited to: vegetables, fruits, nuts, shell eggs, mushrooms, grains, cut flowers, nursery stock, dairy, juices, etc. It may also include meat, poultry, fish, and shellfish. Lastly, other food and retail products that would be offered for sale by the business/entity that produces them. No reselling is ever allowed and closely monitored. Offering locally produced and/or processed food items is a strict requirement. These products could include baked goods, hummus, salsa, ethnic foods, coffee beans, tea, juices/kefir, pickles/ferments, kettle corn, spices, chocolate, granola, gluten free items, charcuterie, olive oil/vinegars, tofu, salad dressings, spices, baby food, and prepared foods intended for immediate consumption. A small number of local artisans would also offer their handcrafted wares for sale. Likewise, Hot-food vendors create an important draw into a farmers' market and will also be included in a location that does not interfere or conflict with brick-and-mortar restaurants.

Retaining farmers and food purveyors is a function of proper product mix, quality selections and a strong marketing plan that maintains consistently high consumer traffic. Proper product mix avoids monopolies and gluts, fostering ample competition among producers and shopping opportunities for the consumer. Featuring only quality crops and food products assures customer satisfaction and return business.





Each UVFM market develops its own identity by drawing in local artists and musicians into the fold of our A-list of creators and entertainers. Some of our artisans and musicians have been working with us for the entire 26 years of our operations, which is a testament to the symbiotic relationship we have with our creative partners. We currently have a list of 80 musicians and 100 artist members on our call sheets. We are diligent in selecting musicians that create a joyful shopping ambiance in volume and content. All our local Artists make one of a kind crafted goods. Reselling of manufactured items is strictly prohibited.

## 6. NUTRITION INCENTIVE PROGRAMS:

UVFM operates a robust EBT and Market Match program across 6 markets. Our Old Oakland market is ranked the highest distributing market in the Bay Area with transactions up to \$20,000 per day. UVFM has the staff, knowledge, and equipment to implement this quickly and efficiently. In conjunction with Cal Fresh promotional materials and mailing lists, information and materials will be printed and distributed in English, Spanish, Cantonese, and Hindi. UVFM and its membership of vendors are also set up to accept other nutrition incentive program vouchers such as WIC, Veggie Rx, and Beet Bucks programs.



## 7. CITY SUPPORT AND SERVICES.

- As is our understanding, City staff will be responsible for the closure and reopening of public streets each day the Market operates.
- Location granted for ADA porta potties.
- Access to a secure 10X10 storage space within a municipal parking garage or utility building, not mandatory but preferred.
- Help identifying free or paid access to a city waste management dumpster for disposal of market day trash, recycling, and compost once a week.
- Introduction to San Carlos safety ambassadors or other city team safety & maintenance crew that we may connect with for hiring as additional assistance with market cleanup and safety
- Confirmed use of nearby public parking lots to park vendor support vehicles during the market, as well as customer parking.

(Continued) CITY SUPPORT AND SERVICES.

- **MARKETING:** Urban Village will assume complete responsibility for operation of the market. However, the hallmark of a thriving market is reflected in its cohesive backing by the City's existing media and unique infrastructure resources, wherever possible, such as Kiosks and Marquees.
- Regular Inclusion into City and Parks and Rec Newsletters
- Access to/or assistance in building a local mailing list
- Permission to hang farmers' market-related banners and posters
- Banner Flags installed over Laurel Street and on street light posts

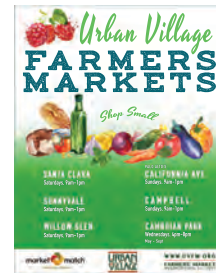


*UVFM Poster in Willow Glen Street Kiosk >>*



- Assistance with a direct mailing campaign to all local residences (provision of address lists, etc.)
- Inclusion / Collaboration in cross-over events being planned by the City or Parks and Rec team.
- UVFM is hoping there will be opportunity to partner with local Schools, Clinics, and the City of San Carlos Environmental Services to develop ideas and provide space for outreach efforts that further their mission. The Farmers' Market is an excellent space to engage and educate community members on issues of the environment.

*<< UVFM Mailer sent to Campbell residents in 2021*



*UVFM "Group" Quarterly Ads in publications such as Edible Silicone Valley Magazine >>*

8. SUBCONTRACTORS: TBD

Urban Village does not rely on subcontractors for much as we handle A-Z in-house. Porta-potties, janitorial and trash services will be setup as needed.

9. RESTROOMS / REFUSE:

We will seek to offer compensation for extra janitorial services to adjacent businesses in exchange for opening their restrooms to vendors and market customers. In addition, Urban Village is prepared to arrange for ADA compliant portable toilet with handwashing station rentals. Placement is TBD with City approval.



Vendors will, according to UVFM rules and regulations, ensure that the market area is fully returned to its existing state, sometimes better than it was found. If they fail to do so they will be subject to fines and/or penalties per UVFM rules and market staff will clean and remove any waste that remains. Market management is ultimately responsible for leaving the site in a satisfactory state.

**UVFM staff places approved Trash, Compost and Recycling receptacles though out our farmers' markets. In conjunction with the resources available within each local township, a prearranged location for a dumpster is identified for proper disposal at the end of each market day.**

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## 10. NON-MARKET BOOTHS

We wish to pursue a relationship with The Chamber San Mateo County by providing free booth space each week to be utilized by local businesses and non-profits to advertise themselves, such as your Merchant at the Market program. Integrating actors of the local community directly into the market will maximize opportunity for synergy.

## 11. MARKET RULES AND REGULATIONS: (See Appendix F)

## 12. COMMUNITY OUTREACH

Over time UVFM finds non-profit groups who are active and relevant to the local community to partner with for special events and outreach efforts that promote Health, wellness, environmental and cultural sustainability. Every year, several of our markets partner with their local "Food Waste Reduction" groups like *Food Not Bombs* and *Magic*. As just one example, in 2022, The Charity group MAGIC and the sellers from our California Avenue Palo Alto Farmers' Market **donated 41,021lbs of produce and other food items** which was distributed to local charities throughout Santa Clara County.

### Sampling Of Partner Community Entities & Non-Profits hosted at UVFM Markets:

#### **Campbell Library, Campbell Farmers' Market**

Contact: Cassandra Wong, [cwong@sccl.org](mailto:cwong@sccl.org)  
GoGo Biblio, mobile library – 9/18 and 10/18

#### **American Heart Association, Sunnyvale Farmers' Market**

Contact: Padmaja Vasireddy, [padmajavasireddy@heart.org](mailto:padmajavasireddy@heart.org)  
Blood drive – 3/18  
Free blood pressure and diabetes screenings – 9/22 and 10/22

#### **West Valley Clean Water Authority, Campbell Farmers' Market**

Contact: Pia Lusk, [plusk@wvcwp.org](mailto:plusk@wvcwp.org)  
Community outreach – 12/22

Public Library Mobile Book Cart  
hosted at most of our markets



#### **Civic Design Studio, Old Oakland Farmers' Market**

Contact: Tommy Wong, [civicedesignstudio@gmail.com](mailto:civicedesignstudio@gmail.com)  
Chinese Lunar New Year Lion Dance – 02/2019

#### **Palo Alto Youth Robotics Club, California Avenue Farmers' Market**

Contact: Rashi Gupta, [rash.singhal@gmail.com](mailto:rash.singhal@gmail.com)  
Youth outreach – 12/22

#### **Earth Team, Castro Valley Farmers' Market**

Contact: Kaylee Pierson, [kaylee@earthteam.net](mailto:kaylee@earthteam.net)  
Adopt 3 Bins Program – 10/22

Lunar New Year Lion Dance  
at our Old Oakland Farmers' Market



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### 13. STAFFING:

The Urban Village team is like a family. We hire smart, personable, go-getters that are passionate about food, health, and the environment. Many of our staff members stay on with us for 4-10 years. Our teams are led by women and men from grad school age to retirees. An experienced market manager is always on site and responsible for conduct during market operation. In addition, an assistant manager is provided to cope with increased activity due to the expansion and ensure smooth operation of the market, and field questions at the centrally placed, clearly marked UVFM Information Booth, to facilitate EBT services. Should the volume of EBT redemptions surpass 30 transactions a day, a 3<sup>rd</sup> staff member dedicated to EBT and Market Match redemption will also be hired. Should the existing market manager express interest to remain in place and work with UVFM, we feel this could be a good arrangement and facilitate a smooth transition. UVFM has backup on-call staff in case an employee calls in sick. Staff members wear UVFM aprons, hats and other apparel at markets.

### 14. STAFF PROTOCOL:

Our friendly management teams wear many hats throughout the day. At any given market they are orchestrating all aspects of event management from street closure, setup, traffic control, to packing up, sweeping, and trash removal, and everything in between. Checking in with vendors, monitoring proper compliance and permits; Distributing and redeeming all nutrition assistance programs and collecting stall fees; Monitoring and enforcing market rules throughout the day and assisting the public in any way that may come up in a professional and friendly way.

### 15. MARKET CANCELLATIONS:

UVFM rarely closes a market due to inclement weather. If deemed safe, our market managers will hold the space open, albeit a smaller footprint, for the farmers and vendors that do wish to make the trip and sell on a rainy day, with all appropriate measures taken to add extra weights and sandbags to tents. This kind of marketplace dependability will draw out many loyal customers that wish to shop no matter the weather. Should a critically bad Air Quality Day, natural disaster, or other truly unsafe condition present themselves, UVFM will communicate with vendors via email and text messaging that a market will be cancelled. Vendors typically have direct cell phone numbers with our office team and their market management team.

### 16. REMOVAL OF UNAUTHORIZED PERSONS:

Urban Village promotes and trains our market management team in de-escalation and non-violent communication skills. Most public disturbances are easily resolved using these communication techniques in combination with clear and appropriate signage. On the rare occasion that a safety disturbance, medical emergency, or theft occur, managers have had to call in support from their local city's Security Ambassadors, Fire, EMT or Police department – however thankfully this is far and few between.





### 17. FREE SPEECH AREA

Every Urban Village market maintains a designated Free Speech / Non-Profit community area within the bounds of the market. Respectful civic engagement is encouraged at our markets. Our FAQ page outlines clear expectations and rules for conduct. No barking and No selling are permitted. Petition gatherers are not allowed to walk around the market, disturb customers in line or block the walkways.

## APPENDIX A

### Proposer Checklist

## San Carlos Farmers' Market Operator

	SECTION	Initial:	Comments/Notes:
A.	COVER PAGE		
B.	STATEMENT OF QUALIFICATIONS		
C.	SCOPE OF SERVICES MATRIX (APPENDIX B)		
D.	PROJECT IMPLEMENTATION PLAN		



## APPENDIX B)

## Covid Safety Response – UVFM Meets the Moment

URBAN VILLAGE - TEMESCAL  
**PRE-ORDERING  
FOR  
IS NOW OPEN!**



ORDER ON SOURCEWHATGOOD.COM  
OR ON THE WHATSGOOD MARKETPLACE APP



### Curbside Pickup Offers Alternative for Farmers' Market Lovers

— By *Jorja Siemons*

**B**ay Area residents' passion for shopping local has not been stifled by the shelter-in-place policies. In fact, with the closure of workplaces and schools, many individuals have increasingly supported small businesses, finding it one of the only ways to remain engaged in the community. Still, problems remain with safely accessing local vendors.

Urban Village Farmers' Market Association (UVFM) is confronting this challenge. A nonprofit currently managing ten Bay Area locations, UVFM has recently opened a new Curbside Pickup station at the Temescal Farmers' Market. As an alternative to physically shopping,



Photo: Anna L. Marks

**UVFM Marketing Manager Andrea Pinal loads a car with produce at Temescal's Farmer's Market.**

individuals can pre-order their favorite locally-sourced goods online every week from Monday through Thursday, with pickup opportunities every Sunday from 10am to 1pm at the DMV parking lot on Claremont Avenue and Cavour.

*Curbside pickup, see page 15*

**Urban Village Farmers' Market Association**  
484 Lake Park Avenue, #501 Oakland, CA 94610  
[www.UVFM.org](http://www.UVFM.org) • [Info@uvfm.org](mailto:Info@uvfm.org)



## Appendix B – Functionality Matrix

Item #	Description	Mandatory, Desired, Optional	Response	Vendor Comment/Solution - Response Codes “F” and “P” require a written response describing how and when the specification will be met.
			Yes, No, Future, Partial	
A. Planning, Prior to Opening				
A-1	Attend meetings as required with City Departments: Parks and Recreation, Public Works, Fire, Sheriff's Office, Communications, and Finance.	M	Yes	
A-2	Present final proposed annual dates and times of market operation.	M	Yes	
A-3	Present final detailed site plan with market footprint, vendor layout, traffic control, and placement of facilities.	M	Yes	
A-4	Outline final detailed event signage requirements	M	Yes	
A-5	Present final trash and recycling management plan	M	Yes	
A-6	Create calendar of recruiting, screening, and retaining vendors, new and existing	D	Yes	
A-7	Present final staffing plan including duties, code of conduct, and approved, identifiable apparel	M	Yes	
A-8	Present Vendor Rules and Regulations	M	Yes	
A-9	Present final plan to secure and promote CalFresh EBT access	M	Yes	
B. Marketing				
B-1	Present a final branding and marketing plan to present to Parks and Recreation (may include website, social media, press releases, print material, newspaper ads, pole banners, Laurel Street banners, A-Frames, electronic billboards, etc.)	M	Yes	
B-2	Carry out Vendor's portion of the marketing plan mutually agreed upon between Vendor and City	M	Yes	
B-3	Update City with implemented marketing elements on a quarterly basis	D	Yes	
B-4	Update City on an ongoing basis if you recommend a change or addition to the previously-agreed upon plan.	M	Yes	
C. Permitting and Insurance				
C-1	Obtain a San Carlos Business Registration	M	Yes	
C-2	Provide City with a Certificate of Insurance, as required under Contract Agreement	M	Yes	
C-3	Work with the State of California and San Mateo County to transfer market ownership. Copies of updated permits must be shared with the City, before the start of the Market in 2023,and every renewal year thereafter.	M	Yes	
C-4	Obtain copies of vendor permits, certificates, and Certificates of Insurance from all new and returning vendors,	M	Yes	
D. Non Farmers' Market Vendors				
D-1	Assure there is a space available at the first market of each month for a City booth, which will be occupied by a Council Member, a City staff member, and other departments as required. Help with setup of booth, as required.	M	Yes	
D-2	Secure local artists	D	Yes	
D-3	Secure weekly musical entertainment, face painter, balloonist, etc.	D	Yes	
D-3	Manage program to allow for local non-and-for profit businesses to participate on a limited basis.	D	Yes	
E. Ongoing				
E-1	Update City with current Vendor list on a quarterly basis	D	Yes	
E-2	Update City with any upcoming market special events on a quarterly basis	D	Yes	
E-3	Update City with dollar amount used as Electronic Funds Transfer within the CalFresh program on a quarterly basis.	D	Yes	
E-4	Attend City meetings as required	M	Yes	
E-5	Place current City literature on market info table every week, as asked	M	Yes	
E-6	Adhere to specific security measures as indicated by the Sheriff's Department, the Fire Department, and City staff. Each entrance and exit.	M	Yes	
E-7	Inform the City if Consultant makes the rare decision to close a Market, due to inclement weather, or for an other reason not originally stated in the agreement.	M	Yes	
E-7	Track weekly Market attendance and provide to the City on a quarterly basis	M	Yes	
E-8	Integrate a customer feedback mechanism and report back findings to the City on a quarterly basis	O	Yes	





## 2023 Membership Registration

Reserve your 2023 spot at UVFM markets by registering as a member today. Due by Feb 1, 2023

### Business Name \*

Next select your Vendor Category as (AG) AGRICULTURE if you are a Farmer, NON\_AGRICULTURE if you are a Processed Food Vendor, and CRAFT/ARTS if you are an artist making non-food items

### Vendor Category \*

☐ AG

☐ Non-AG

☐ Craft/Arts

### Name 1 (Owner) \*

First Name

Last Name

### Phone 1 (Owner) \*

Area Code

Phone Number

### Email 1 (Owner) \*

Owner or Primary Contact

### Business Mailing Address \*

Address

City

State

**Name 2 (Lead or 2nd Market Contact)**

First Name

Last Name

**Phone 2**

Area Code

Phone Number

**Email 2**

Owner or Primary Contact

**(Farmers Only) Do you sell products from a second producer?**

☐ NO

☐

**General list of product types you sell \***

EX: Fruit & Vegetables / Meat and Dairy / Baked Goods

**IF YES, Provide Information:**

Name, Telephone, Email, and List of Products listed on your 2nd Certificate.

**Active Markets = Markets you are currently APPROVED to attend in 2023**

MARKETS OF INTEREST = No guarantee of entrance. We will review and contact you if a space is available for your product.

### ACTIVE MARKETS \*

- ☐ Cambrian Park,
- ☐ Old Oakland,
- ☐ Castro Valley,
- ☐ Santa Clara,
- ☐ Sunnyvale,
- ☐ Willow Glen,
- ☐ Campbell,
- ☐ Palo Alto,
- ☐ Montclair,
- ☐ Temescal,

### MARKETS OF INTEREST

- ☐ Cambrian Park (Wed)
- ☐ Old Oakland (Fri)
- ☐ Castro Valley (Sat)
- ☐ Santa Clara (Sat)
- ☐ Sunnyvale (Sat)
- ☐ Willow Glen (Sat)
- ☐ Campbell (Sun)
- ☐ Palo Alto (Sun)
- ☐ Montclair (Sun)
- ☐ Temescal (Sun)

## Document Uploads

- Upload a current copy of each document applicable to your business.
- **EXCEPTION: Insurance** gets emailed directly to us from your agency / broker.
- If you are still waiting for new documents - upload what you have and email us the update later.
- There are many ways to upload your documents: Use a scanner; Download from your email; Take a screenshot; Use a Scanning App or take a photo with your Smart Phone. File formats accepted are Pdf, Jpg, Png.
- Maximum size of 100MB. (If files are too big, upload 1 document and email us the rest)

### 1. Check All Documents That You Carry (+upload them) \*

- ☐ ALL - \$1M Liability Insurance Policy with UVFM named
- ☐ ALL - Itinerant Vehicle
- ☐ AG - (CPC) Certified Producer's Certificate
- ☐ AG - 2nd Certificate
- ☐ AG - 3rd Party Organic Certification
- ☐ AG - Avocado Exemption

- ☐ Milk Product Plant License
- ☐ USDA Processing
- ☐ CDFW License
- ☐ (PFR) Processed Food Registration
- ☐ (TFF) Temporary Food Facility
- ☐ State of CA Resale Number
- ☐

**(Meat, Fish, Nursery, Dairy, Avocado, or Egg Vendors) What is your product's processing/packing license number, issuing county, and expiration date (if applicable)**

Example: USDA 12345678, Solano County, Exp. 12/21/23

**(Farmers Only) What is your CPC #, Issuing County, and Expiration Date**

Example: #12345678, Solano County, Exp. 12/21/23

## 2023 Rules & Regulations (R&R's) Signature Page:

The following represents page 11/12 of the 2021 Rules and Regulations Packet which must be executed by the owner (or authorized participant representative.) By signing below you are acknowledging that you have read, understand, and agree to the terms in the R&R packet, which is readily downloadable on the Member Resource page of the UVFM website.

### Resale Enforcement Agreement:

I understand that it is strictly forbidden for any producer, as defined in the Urban Village Farmers' Market Association (UVFM) Rules and Regulations, to re-sell products, whether they are certified or not, at any Certified Farmers' Market which UVFM operates. I am also aware that State law forbids the re-sale of fresh fruits, nuts, vegetables, shell eggs, apiary products, flowers, and nursery stock at any Certified Farmers' Market. I realize that UVFM will suspend any owner, producer, employee or representative associated with the business that violates this important rule/law. A suspension applies to all Markets managed by UVFM. Upon the first violation, UVFM will fine and suspend the owner(s), producers(s), employee(s), or other representatives associated with the business for a minimum of one (1) year and withdraw all seniority for the same. A fine of \$500.00 will be due. Conditions for re-entry will include the costs of two (2) visits to the farm or other locations where products are produced, processed or held. Upon the second violation, there will be a permanent disqualification. In the event the suspended party legally contests a decision of the Board of Directors, and the legal matter results in a decision favorable to UVFM, the suspended or disqualified party shall be liable for payment of the necessary and reasonable attorney's fees of UVFM.

### Acknowledgment:

The undersigned acknowledges receipt of and agrees to abide by the Rules and Regulations of the Urban Village Farmers' Market Association (UVFM) pursuant to the interpretation of Market Management. The participant agrees to indemnify and save harmless the sponsors of the market site, Urban Village Farmers'



Market Association, its Board of Directors, agents, servants and employees from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, and any damage, injury, or loss to any person or persons, including, but not limited to, persons to whom the participant may be liable under any workers compensation law and the participant him/herself, and from any loss, damages, cause of action, claims or suits for damages, including, but not limited to, loss of property, goods or merchandise, caused by, arising out of, in any way connected with participants use of the privileges herein granted. UVFM shall not be liable for losses or any other liabilities whatsoever, for the failure to operate a market due to holidays, destruction by fire or other calamity, or by act of God, strikes, statutes, ordinances, or any legal authority or any other cause beyond the UrbanVillage Farmers' Market Association's control. I hereby declare that I have the authority to sign this acknowledgment/agreement as to the participant or the participant's representative.

**I Agree to UVFM Rules: \***

☐ I Agree

SUBMIT Only ONCE !

**Urban Village  
Farmers' Market Association**

**RULES AND REGULATIONS**

**2020**

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\*Page 10/11 must be executed by owner (or authorized participant representative), and returned to UVFM within one week of receipt.

## **I. Philosophy of the Markets and Purpose of the Rules**

Urban Village Farmers Market Association (UVFM) operates Certified Farmers' Markets in accordance with state, county and local law for the benefit of farmers and consumers alike. Its purpose is to provide the community with a place to buy fresh produce direct from producers in a congenial atmosphere and to provide producers with a direct market for their goods.

The purpose of these rules is to govern the operation, administration and management of any Certified Farmers' Market under the control of the UVFM. In issuing rules, it is not our intent to burden participants with needless rules and regulations, but to ensure the smooth operation of the market.

UVFM management and its designated agents will implement and enforce all rules and regulations pertaining to the operation of any UVFM Certified Farmers' Market in a fair and equitable manner. We welcome suggestions for ways to improve the market.

## **II. Definitions**

### ***A. Certified Producer***

A person or entity authorized by the County Agricultural Commissioner to sell fresh fruits, vegetables, nuts, apiary products, shell eggs, cut flowers and nursery products directly to consumers at a Certified Farmers' Market. Products must be produced upon land controlled by the certified producer.

### ***B. Producer***

1. A person or entity that produces agricultural products other than certified produce by practice of the agricultural arts upon the land or waters which the person or entity controls. These products may include but are not limited to: poultry and meat products; aquacultural products; viticulture products; dried fruits and vegetables; juices, jams, or other processed agricultural products.

2. A person or entity that catches pelagic fish or shellfish from boats which the person or entity controls (fisherman).

### ***C. Food Vendor/Hot Food Vendor***

1. A person or entity that produces or controls the production of prepared/packaged foods.

2. A person or entity preparing food products for on-site consumption.

### ***D. Artisan***

A person or entity that designs and is involved in all aspects of producing their art or craft.

### ***E. Seller***

Collectively, all categories above will be referred to as Vendors.

### **III. Application Procedure to Sell in the Market**

#### ***A. Unsolicited inquiries***

Sellers may make unsolicited inquiries about the availability of space for their products in the market by submitting an application along with a copy of their producer certificate, or for food/art vendors, a list of their products to the UVFM. All applications will be submitted through the website at [www.uvfm.org](http://www.uvfm.org). The fee to submit an application is \$25. The management will respond to unsolicited inquiries within one week of receipt. In the event that space is not available at the time, producer certificates and product lists will be kept on file for one year. If space is available, a producer or vendor may be invited to attend the market on a trial basis at the discretion of the market manager.

#### ***B. Invitations***

The market management will issue invitations to farmers to attend the market in January of each year. Farmers should return their application in February. Food Vendor/Artisan invitations are issued March 1<sup>st</sup>, and applications should be returned by April 1<sup>st</sup>.

#### ***C. Required Documentation***

As part of the application process, producers and food vendors shall supply UVFM with copies of any permits, licenses and documents that are required by state or local regulations for the conduct of their business, as well as a map of their governing location and a complete list of the products they are requesting permission to sell.

#### ***D. Notification of Admission***

After submitting their documentation, prospective farmers will receive a confirmation notice detailing any limitations on products they may bring and the time frame of their attendance at the market. Upon market management's receipt of necessary documentation, farmers and food vendors are immediately confirmed for markets specified on invitation, unless notified otherwise. Artisans must still notify market manager at least 24 hours prior to attending a particular market.

### **IV. Admission of Sellers**

#### ***A. Who May Sell***

##### **1. Certified Producers and Producers**

Certified producers, producers, their immediate family or relatives residing in the producer's household, and their employees may sell at the market. An employee is any person employed by the producer at a regular salary or wage; it does not include a person who is reselling or whose compensation is primarily based on a commission of sales.

##### **2. Food Vendors and Artisans**

Although state laws regarding Certified Farmers' Markets do not apply to non-agricultural products, the same producer-to-consumer philosophy applies to all items sold at any Market. Artisans must be the producer of the product. Food vendors and their employees may sell.

#### ***B. Criteria for Admission of a Seller***

Admission to sell at any market shall be at the reasoned discretion of the Market Management. In making any determination in this regard, the management shall consider the following:

1. Producers/Food Vendors who meet the quality and product mix standards established by the market management for any particular season.
2. Maintaining a strong representation of seasonal, organic, diverse, and specialty products.
3. The number of unreserved spaces and other limitations of the markets including the extent to which the product(s) the producer/food vendor proposes to sell is (are) currently over or under represented at the Market.
4. Producer/Food Vendor's history of compliance with state, local government, and market rules and regulations.
5. Producer/Food Vendor's record of market attendance and history of market participation (number of years and weeks selling at the market). All other things being equal, preference will be given to participants from previous seasons.
6. Maintaining a balance of producers to other sellers, in conformance with the market policy of including other sellers as a complement to, rather than as direct competition for, producers.

#### ***C. Duration of Admission***

1. Admission is on a year-by-year basis, with the year starting on January 1<sup>st</sup>.
2. There will be an annual re-evaluation of every market participant by December 1<sup>st</sup>.
3. Market participants will be notified of invitation or exclusion by January 15<sup>th</sup> of each year at the latest. However, the market management will give earlier notification to any market participant if it is decided at any earlier date that this participant will not be invited to return.

#### ***D. Membership Fee***

All sellers at Urban Village Farmers' Markets must become members of the Association upon admission to a market and each year they continue to participate. The annual fee for membership is \$75. The annual membership period is from January through December for producers, and April through March for artisans and food vendors.

#### ***E. Fee Structure***

The UVFM charges a flat fee per space. All stalls exceeding the standard 10-foot width are subject to an additional full stall fee. Stalls measuring or exceeding two standard widths will pay double stall fees. Vendors using an "L" or "U" configuration may do so at no additional charge, upon Market Manager approval.

Fees may be reduced at the Market Manager's discretion on days of inclement weather.

**Farmer** stall fees are \$45.00. Backyard (less than ¼ acre) grower rates are \$30.00.

**Food Vendor** stall fees are \$55.00.

**Hot Food Vendor** stall fees are \$70.00, and are allowed to sell drinks.

**Artisan** stall fees are \$50.00.

### **V. Admission of Products to the Market**

#### ***A. Approval of Products***

All products offered for sale must have the prior approval of the market management.

#### ***B. What May Be Sold***

1. Only agricultural products produced within the State of California or its coastal waters may be sold in the Certified Farmers' Market area. All agricultural products must have been produced through the practice of the agricultural arts upon land, or harvested from waters, which the producer owns, rents, leases, or sharecrops.

2. All processed agricultural products must have and be accompanied by a verifiable listing of the fresh product on the producer's certificate if applicable. Such products must be clearly labeled with producers name, address, ingredient list and weight. The seller must be able to show location and capability of processing, or if products are processed by a second party, the method used to ensure that the processed product returned is the original product submitted by the seller for processing. Receipts, volume data, and letters verifying methodology may be requested or required.

3. Certain non-agricultural products may be sold outside the Certified Farmers' Market area. These include select food items offered for sale by their maker and art or crafted items produced by the Artisan.

#### ***C. Criteria for Admission of a Product***

The management aims to offer customers a broad selection of products and prices without making the market so competitive and the products so redundant that market sellers cannot make a reasonable income. The management reserves the right to prohibit sellers from offering certain products, based on the following considerations:

1. Seller's history of selling such product within or adjacent to the market. When practical, significant weight and preference shall be given to products sold by the seller in previous seasons.
2. The present competitive availability of the product within the market; that is, whether present sellers of the product are adequately meeting consumer demand. To the extent practical, monopolies and oversupply will be avoided.
3. The type and relative quality of the product intended to be offered for sale by the seller, as well as the proposed price.
4. Other limitations and market policies affecting product admission.

#### ***D. Second Certification***

Upon written authority, and prior approval of the market management, a certified producer may be granted permission to sell for one other certified producer, under the following conditions:

1. There shall be a supplemental market fee of \$25.00 per day.
2. The agricultural products shall be separated at the stand and identified by producer.
3. More than 50% of the products sold must be those of the producer selling.
4. Second certificate producer's name must be listed on seller's Certified Producer Certificate.
5. The sellers name must be listed on the second producers' certificate.

## **VI. General Market Rules, Policies and Requirements**



The regulations of the California Department of Food and Agriculture pertaining to direct marketing (Article 6.5, Group 4, Chapter 3, Title 3 of the California Code of Regulations) are hereby incorporated by reference to be part of these rules. Market management's interpretation of the Agricultural Code will control all initial questions and disputes about their application.

In most cases, penalties for non-compliance with the market rules follow a progression as detailed in Section VII (page 9), and beginning with a warning. However, a few rules carry stiffer penalties or immediate fines; such penalties are indicated below.

***A. No reselling***

No re-sale of any products shall occur in the markets.

***B. Market Days & Hours***

- California Avenue (Palo Alto) – Sunday, 9:00am to 1:00pm, year 'round.
- Cambrian Park Farmers' Market – Wednesday, 4:00pm to 8:00pm, May - September.
- Campbell Farmers' Market – Sunday, 9:00am to 1:00pm, year 'round.
- Castro Valley Farmers' Market – Saturday, 9:00am to 1:00pm, year 'round.
- Montclair Farmers' Market – Sunday, 9:00am to 1:00pm, year 'round
- Old Oakland Farmers' Market – Friday, 8:00am to 2:00pm, year 'round.
- Santa Clara Farmers' Market – Saturday, 9:00am to 1:00pm, year 'round.
- Sunnyvale Farmers' Market – Saturday, 9:00am to 1:00pm, year 'round.
- Temescal Farmers' Market – Sunday, 9:00am to 1:00pm, year 'round.
- Willow Glen Farmers' Market – Saturday, 9:00am to 1:00pm, year 'round.

***C. Reservations and Cancellations***

1. A seller is responsible for giving at least one week's notice of starting and ending dates.
2. A seller must make a reservation at least 3 days in advance.
3. We ask that cancellations be made as soon as sellers know they will not attend, and at latest the day before the market by 4:00 p.m. All cancellations must be made by an email (or phone call) to the UVFM office; in-person verbal notices are not acknowledged nor considered an approved cancellation. Sellers who cancel without adequate notice, or fail to cancel their reservation, will be charged the stall fee for the vacated space. Exceptions can be made for emergencies at the discretion of market management.
4. Sellers are allowed 4 absences per market per year without charge. This shall not include absences due to seasonality of product. Sellers are responsible for the full stall fee for their 5th and each additional absence from the market. Market management may make exceptions under certain circumstances.

***D. Arrival and Departure***

Sellers should arrive at least one hour prior to the published opening time of the market and may arrive two hours ahead. Upon arrival sellers must unload all cargo and materials and then park their car before any setup takes place in order to minimize traffic congestion. At the end of the day sellers must break down everything before bringing in their vehicle to load up. Due to safety considerations, sellers are expected to stay for the entire duration of the market. If seller is sold-out and obtains the market managers permission and assistance, an exception can be made. Failure to arrive before the market start time, or departure before the end of the market, will result in a fine of \$50. Seller is not guaranteed a space if arrival is after published market start time.

Sellers may, at the management's discretion, begin selling prior to the official opening hour.

#### ***E. Assignment of Selling Space***

The producer's location and space size shall be assigned at the reasoned discretion of the market management. In making any determination, the management shall consider the following:

1. The maintenance of good consumer-producer relationships. Specifically, management shall attempt to maintain continuity by allocating spaces to their previous users whenever possible.
2. The maintenance of good product mix and consumer traffic flow.
3. Quality of product, display, presentation, customer service and owner attendance.

#### ***F. Setup, Safety, and Sanitation***

Our goal is to have a neat, safe, and aesthetically pleasing market. Causing or maintaining an unsafe or unsanitary condition at the market is prohibited.

All display table frontages must be behind the setup line designated by management; no boxes or produce displays may extend into the common customer traffic areas. Producers who display produce on a side table must allow at least 24 inches of side aisle within the producer's space for customer ingress and egress. Tables and other display fixtures must be sturdy, stable, and not overloaded. All shades and shelters must be tied down and completely secured in windy conditions or be subject to immediate removal.

Any vendor required by local health agencies to have hand washing or ware washing operations must:

1. Have them set up before engaging in sales or food preparation activities.
2. Bring at least a 5-gallon container with fitted lid to capture wastewater.
3. Dispose of all wastewater in the sanitary sewer system.

Market managers will inspect for compliance with these rules before the stated opening time of the market.

#### ***G. Cleanup, Litter, and Barricades***

Before transacting any sales, sellers shall ensure that their selling areas and the immediately surrounding grounds are cleared and free of any produce trimmings, droppings, or other litter. Any trimming of produce must be done so that trimmings fall in a box or container and not in the ground. Every stall must have a trash receptacle for public use.

Before leaving the market, all matter and debris in the seller's area, including an area extending halfway into the common traffic area, must be completely removed and taken with the producer, without regard to whether the litter originated in the seller's area.

Street closures (barricades) must remain in place from the time the Market Manager deploys them until the Market Manager retrieves them. It is the responsibility of ALL vendors and their employees to replace the barricades each time when entering OR exiting the market. Vendors not complying will be subject to a \$50 fine.

#### ***H. Identification Signs***

All producers must display a sign, legible at ten feet, clearly identifying their name or the name of their establishment and, preferable, the city or town where their production occurs.

Sellers of Agricultural Products must also conspicuously post signage indicating:

1. The county of production
2. 'We grow what we sell' or an equivalent statement.
3. Any second certificate products

Processed agricultural products must have a label or sign stating that with the exception of flavorings, preservatives, or spices all products are grown or raised by the producer offering them for sale and include the registration number of the facility that performed the processing. Meat and dairy products need to show the identity of their respective processing facilities or bottling plants.

#### ***I. Permits and Licenses***

All required permits and licenses shall be prominently displayed during selling hours, including current Producer Certificate.

#### ***J. Prices***

All prices must be clearly marked or posted. Collusion and deceptive pricing practices are prohibited. Bargaining with the consumer is specifically allowed.

#### ***K. Noise, Disturbances and intrusion***

No radios may be played during market sales hours. No loud hawking, shouting or barking to promote products is allowed. Unreasonable or outrageous conduct and disruptive action, including the throwing of anything are prohibited.

All product promotion must occur within the space assigned to the producer and not in any common area. Sampling of products must be done within assigned selling space.

#### ***L. Smoking***

There shall be no smoking in the market.

#### ***M. Bags***

If Sellers choose to provide bags for customers, UVFM accepts paper bags along with biodegradable bags certified by BPI or ASTM under ASTM D64400-04 Standard Specification for Compostable Plastics. Plastic and "degradable" bags are not permitted. This ban includes plastic "t-shirt" bags and LDPE produce rolls. The ban DOES NOT include the OPP flower sleeves or pre-packaged items at this time. To be exempt from this ban, seller must submit proposal to UVFM citing reasons for exemption.

#### ***N. Compliance with Food and Drug Laws***

When selling at market, sellers and their products shall comply with all applicable requirements of the California I Uniform Retail Food Facilities Law and the California Sherman Food Drug and Cosmetic Law, specifically:

1. All produce and containers of produce must be kept at least 6 inches off the ground.
2. Food preparation (except trimming and cutting samples) is prohibited in the Certified Farmers' Market area.
3. Processed foods must be processed in an approved facility and properly packaged, labeled, and stored under clean and sanitary conditions.
4. Dried fruit and shelled nuts sold in an unpacked bulk form must be displayed with a cover and conform to dispensing methods approved by the local health department.

5. No live animals, birds or fowl may be kept or allowed within 20 feet of any area where food is stored or held for sale.
6. Sellers of nonagricultural food products are required to have a valid permit from the local jurisdiction and are not considered part of the Certified Farmers' Market.
7. All products sold as organic must be grown, produced, or processed in accordance to standards of the National Organic Program (NOP) administered by the U.S. Department of Agriculture. Organic certification by a government accredited certification agency must be displayed.
8. Samples may be distributed in accordance with the following guidelines:
  - a. Vendors shall distribute samples directly and individually to consumers to prevent customers from touching any remaining samples or the containers.
  - b. Keep samples in clean, covered containers approved by the local health agency.
  - c. Use toothpicks or disposable utensils to distribute the samples.
  - d. Dispose of pits, peels, and rubbish in leak-proof garbage receptacles with close-fitting lids.
  - e. Use clean, disposable plastic gloves when cutting produce for samples.
  - f. Produce intended for sampling must be washed and cleaned.
  - g. Utensils and cutting surfaces must be washed and sanitized (use a chlorine solution of one teaspoon liquid bleach per gallon of water).
  - h. Cutting surfaces must be smooth, non-absorbent, and easily cleanable.

***O. Partnerships and Cooperatives***

Producer certificates with two or more names listed as producer must provide acknowledged evidence of partnership or other legitimate business agreement. Co-operative farming agreements will not be regarded as partnerships. Farmers who wish to sell products from another farm in their county, must do so on a second certificate.

***P. Weights and Measures***

When any product is sold by weight, the scale used shall be approved, tested and sealed by the County Agricultural Commissioner, Sealer of Weights and Measures.

***Q. Inspections and Records***

1. Farm and Production Facility Visits
  - a. UVFM or its representatives may, upon reasonable notice to Market Vendors, visit and inspect a Market Vendor's farm or facility (including processing facilities, boats, workshops, and studios) in order to confirm that products being sold at UVFM Markets are in production at the farm or facility in compliance with these Rules.
2. Stall Inspections and Records Requests
  - a. Market Managers may, at any time with or without notice, inspect stalls for compliance with these Rules.
  - b. Market Vendors must provide to UVFM upon request documents and records relating to current insurance coverage, permits and licenses, tax-exempt status, and other matters. Market Vendors must cooperate with Market Managers in connection with these inspections and requests.
3. Consequences of Visits or Inspections

- a. The presence of Market Managers or other UVFM staff at a farm, facility, or stall will not limit or affect in any way the Market Vendor's obligation to comply with these Rules. This section does not impose any duty on UVFM to inspect farms, facilities, or stalls, report to Market Vendors the results of any such inspection, or assume any liability of any kind arising from engaging or not engaging in such an inspection.
- b. As provided in Section 5, if as a consequence of a farm or facility visit UVFM learns that a Market Vendor is not acting in accordance with these Market Rules, UVFM may take appropriate disciplinary action and/or notify relevant local, state and federal authorities.
- c. UVFM will notify the Ag Commissioner of the relevant county if UVFM suspects that a Market Vendor is not acting in accordance with Market rules.
- d. Each vendor expressly consents to UVFM's disclosure of information and observations obtained in the course of inspections to governmental authorities, other farmers' market organizations, UVFM market participants, consumers, and other third parties.

## **VII. Non-Compliance and Penalties**

A seller may be removed or suspended from any market or have selling privileges of the market conditioned, modified, or limited by a market manager for any failure to obey or conform to state or local government regulations or market rules and regulations.

A seller is responsible for the actions of its representatives, employees, and agents. The severity of any penalty or discipline shall be directly related to the gravity of the violation. If possible and reasonable under the circumstances, a market manager will give adequate warning and notice of possible disciplinary action prior to actually taking action. Certain severe violations of the rules may lead to immediate disciplinary action. Repeated seller infractions will be treated with increasing severity depending on the nature and gravity of the type violation(s). The typical disciplinary progression will be: 1st offense: Warning. 2nd offense: Fine (up to \$50). 3rd offense: Suspension. 4<sup>th</sup> offense: Termination.

## **VIII. Appeals**

Any seller aggrieved by a manager's decision may appeal for review by the Farmers' Market. An oral request for review should be followed by a written request. The Executive Director, or its designated representative, may refuse to review or agree to review, and may uphold, modify, or vacate a manager's decision. A decision by the UVFM Board of Directors shall be made in writing and shall be final.

## **IX. OTHER PARTICIPANTS**

### ***Entertainers, event participants, and educators***

All musicians, entertainers, event participants, and special attractions at the Farmers Markets' must be pre-approved by the Market Manager in advance. For approved entertainment, demonstrations, or educational exhibits, space is provided free.

## **X. 2020 SIGNATURE PAGE**

The undersigned acknowledges receipt of and agrees to abide by the Rules and Regulations of the Urban Village Farmers' Market Association (UVFM) pursuant to the interpretation of Market Management.

The participant agrees to indemnify and save harmless the sponsors of the market site, Urban Village Farmers' Market Association, its Board of Directors, agents, servants and employees from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, and any damage, injury, or loss to any person or persons, including, but not limited to, persons to whom the participant may be liable under any Workers Compensation law and the participant him/herself, and from any loss, damages, cause of action, claims or suits for damages, including, but not limited to, loss of property, goods or merchandise, caused by, arising out of, in any way connected with participants use of the privileges herein granted.

UVFM shall not be liable for losses or any other liabilities whatsoever, for the failure to operate a market due to holidays, destruction by fire or other calamity, or by act of God, strikes, statutes, ordinances, or any legal authority or any other cause beyond the Urban Village Farmers' Market Association's control.

I hereby declare that I have authority to sign this acknowledgement/agreement as the participant or the participant's representative.

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
PARTICIPANT'S NAME (Please print)

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
AREA CODE – TELEPHONE

## **XI. 2020 RESALE ENFORCEMENT AGREEMENT**

I understand that it is strictly forbidden for any producer, as defined in the Urban Village Farmers' Market Association (UVFM) Rules and Regulations, to resell products whether they are certified or not, at any Certified Farmers' Market which UVFM operates.



I am also aware that State law forbids the re-sale of fresh fruits, nuts, vegetables, shell eggs, apiary products, flowers, and nursery stock at any Certified Farmers' Market.

I realize that UVFM will suspend any owner, producer, employee or representative associated with the business that violates this important rule/law. A suspension applies to all Markets managed by UVFM.

Upon first violation, UVFM will fine and suspend the owner(s), producers(s), employee(s), or other representatives associated with the business for a minimum of one (1) year and withdraw all seniority for same. A fine of \$500.00 will be due. Conditions for re-entry will include the costs of two (2) visits to the farm or other locations where products are produced, processed or held.

Upon second violation, there will be permanent disqualification.

In the event the suspended party legally contests a decision of the Board of Directors, and the legal matter results in a decision favorable to UVFM, the suspended or disqualified party shall be liable for payment of the necessary and reasonable attorney's fees of UVFM.

\_\_\_\_\_  
OWNER/AUTHORIZED PARTICIPANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT FULL NAME

\_\_\_\_\_  
FARM / BUSINESS NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
AREA CODE - TELEPHONE

