

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

**THIRD AMENDMENT
TO GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT
CORPORATION**

DOWNTOWN COMMUNITY AMBASSADOR PROGRAM

THIS THIRD AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **October 2022**, in San Francisco, California, by and between **San Francisco Tourism Improvement District Management Corporation, a California Non-Profit Mutual Benefit Corporation** located at **1 Front Street, Suite 2900, San Francisco, California, 94111**, hereinafter referred to as (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Agency (as hereinafter defined),

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below);

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through RFP 217, Program Area B, Downtown Community Ambassador Program, through Request for Proposals (“RFP”) issued on June 8, 2021, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued contractual relationship and modify the Agreement to **increase the contract amount, update the scope, update standard contractual clauses, and update invoicing and payment instructions** on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

- a. Agreement.** The term “Agreement” shall mean that certain Agreement dated **July 1, 2021** between Grantee and City, as amended by the:

First Amendment, dated **July 1, 2021**, and further amended by the
Second Amendment, dated **March 1, 2022**.

- b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a)

Article 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:

“In no event shall the amount of Grant Funds disbursed hereunder exceed **SIX MILLION SIX HUNDRED TWENTY-SEVEN THOUSAND Dollars (\$6,627,000).**”

Such section is hereby amended and restated in its entirety to read as follows:

“In no event shall the amount of Grant Funds disbursed hereunder exceed **NINE MILLION NINE HUNDRED TWENTY-SEVEN THOUSAND Dollars (\$9,927,000).**”

(b) **Section 16.20. of the Second Amendment is hereby amended in its entirety to read as follows:**

“16.20 Contractor Vaccination Policy. Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“**Emergency Declaration**”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“**Contractor Vaccination Policy**”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. Any undefined, initially-capitalized term used in this Section has the meaning given to that term in the Contractor Vaccination Policy.

A Contract as defined in the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the contractor or subcontractor work in-person with City employees at a facility owned, leased, or controlled by the City. A Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. A Contract does not include an agreement with a state or federal governmental entity or agreements that does not involve the City paying or receiving funds.

Grantee has read the Contractor Vaccination Policy. In accordance with the Emergency Declaration, if this Agreement is (or becomes) a Contract as defined in the Contractor Vaccination Policy, Grantee agrees that:

(1) Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds; and

(2) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“**Exemptions Form**”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).”

(c) **Appendix A.** Appendix A, Budget, of the Grant Agreement, and Appendix A-1, Budget, of the Second Amendment display the total amount **\$6,627,000.**

Such section is hereby amended to add Appendix A-2, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

- (d) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement, and Appendix B-1, Definition of Grant Plan, of the Second Amendment describe the services to be provided.

Such section is hereby amended to add Appendix B-2, which is attached hereto and incorporated herein by this reference and displays the additional services to be provided under this Amendment.

- (e) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement, and Appendix C-1, Invoicing and Payment Instructions, of the Second Amendment describe the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-2, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **October 1, 2022.**
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first specified herein.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through its
**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

DocuSigned by:
Kate Sofis

By: F98F00C52682407
Kate Sofis
Executive Director

GRANTEE:

By signing this Amendment, I certify on behalf of Grantee and not in my individual capacity that Grantee complies with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

**SAN FRANCISCO TOURISM
IMPROVEMENT DISTRICT
MANAGEMENT CORPORATION,**
a **California** nonprofit mutual benefit corporation

DocuSigned by:
John Anderson

By: F80C90E2AF0444D...

Name: John Anderson

Title: Board Chair

Federal Tax ID Number: 26-4814856

City Supplier Number: 0000011177

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
Vincent Brown

By: 5D88F562E4274BB...
Vincent L. Brown
Deputy City Attorney

**Appendix A-2
Budget**

Deliverable	Description of Deliverable / Payment Trigger	Due Date	Amount
Deliverable 22	Task 1.1. Foundational Program Plan	10/15/2022	\$1,000,000.00
Deliverable 23	Task 1.2 Ramp Down Program Plan	11/15/2022	\$560,000.00
Deliverable 24	Task 1.3 Program and Budget Report October 2022	11/14/2022	\$330,000.00
Deliverable 25	Task 1.3 Program and Budget Report November 2022	12/14/2022	\$330,000.00
Deliverable 26	Task 1.3 Program and Budget Report December 2022	1/14/2023	\$330,000.00
Deliverable 27	Task 1.4 Financial Report 1 January 2023	1/14/2023	\$250,000.00
Deliverable 28	Task 1.3 Program and Budget Report January 2023	2/14/2023	\$250,000.00
Deliverable 29	Task 1.3 Program and Budget Report February 2023	3/14/2023	\$250,000.00
Deliverable 30	Task 1.3 Program and Budget Report March 2023	4/14/2023	\$0.00
Deliverable 31	Task 1.4 Financial Report 2 April 2023	4/14/2023	\$0.00
Deliverable 32	Task 1.3 Program and Budget Report April 2023	5/14/2023	\$0.00
Deliverable 33	Task 1.3 Program and Budget Report May 2023	6/14/2023	\$0.00
Deliverable 34	Task 1.3 Program and Budget Report June 2023	6/20/2023	\$0.00
Deliverable 35	Task 1.4 Financial Report 3 June 2023	6/20/2023	\$0.00
Deliverable 36	Task 1.5 Final Program Evaluation Report June 2023	6/20/2023	\$0.00
Deliverable 37	Task 1.6 FY24 Budget Proposal June 2023	6/20/2023	\$0.00
	Total Budget Amount:		\$3,300,000.00

Appendix B-2 Definition of Grant Plan

The term “Grant Plan” shall mean the following:

I. PROJECT NAME/TITLE

Downtown Community Ambassador Program.

II. PROJECT DESCRIPTION

Grantee shall partner with government agencies and community stakeholders to manage the Downtown Community Ambassador Program, a program that focuses on improving conditions in downtown neighborhoods as office workers and tourists are welcomed back to San Francisco. The program supports the City’s Recovery Plan goals of catalyzing neighborhood recovery and cleanliness, health, and safety in public spaces.

III. PROJECT DEFINITIONS

CBD – Community Benefit District

City – City and County of San Francisco, OEWD

City’s Team – Consists of at least one Project Manager who is assigned to work with Grantee in relation to the grant. The assigned Project Manager(s) and contact information is as follows:

Amy Cohen, Manager I (Director, Public Space Regeneration)
amy.b.cohen@sfgov.org
415-554-6649

Grantee –San Francisco Tourism Improvement District Management Corporation

Grantee’s Team – Consists of at least one representative who is the Point of Contact (POC)

Paul Frentsos

Is this organization a Fiscal Agent? **No**

IIN – Invest in Neighborhoods, a program of OEWD

OEWD – Office of Economic and Workforce Development, a department of the City

III. DESCRIPTION OF SERVICES

Grantee shall administer the **Downtown Community Ambassador Program** (“Project”), which was awarded via RFP 217, published in June 2021.

The goal of the Project is to provide a consistent, welcoming atmosphere for convention visitors, other tourists, returning office workers, and storefront businesses — all of which are key drivers to our economic recovery. The program will place ambassadors in high visibility locations around transit hubs as well as downtown area tourist destinations such as Fisherman’s Wharf, Chinatown and the Ferry Plaza,

but the deployment will be managed flexibly in order to send support to the geographic locations with the most foot traffic, with a particular emphasis on special events and conventions. Deployment locations will thus shift regularly among days and weeks. The program will complement existing CBD and SFPD ambassador programs and coordinate with them. Specifically, the role of ambassadors will be, in order of priority:

- Engage with commuters and visitors providing hospitality/wayfinding
- Engage with people in need, address safety issues, and make referrals
- Address conditions of public space by making referrals, i.e. to 311

The grantee will deploy an average of 40-45 ambassadors from 8am to 8pm daily, with exceptions at the grantee's discretion to support special or community events. The grantee will manage the program, ensuring ambassadors are trained and supported, with a particular focus on providing strong hospitality services. All ambassadors will be trained together, including training in de-escalation practices. The community lead will facilitate training and oversee daily operations with support from City and community partners.

The intention is for a significant initial ambassador presence at the outset that will ramp down.

Grantee's deployment plan will be approved by OEWD with input from key City partners, as well as with input from key external stakeholders via the Large Employer Advisory Group.

Additional priorities will be for the program to:

- Provide monthly budget reports which include a past and future monthly cost for the purpose of consistent budgeting
- Provide weekly deployment summaries each month
- Implement an annual program evaluation, including via community surveys
- Plan for program ramp down and transition, beginning with a decrease in funding in FY23

IV. TASKS AND DELIVERABLES

Program tasks and deliverables refer to FY23 activities.

Task 1. General Requirements

Task 1.1 Grantee shall develop a Foundational Program Plan which includes the following:

- (1) A Program Budget for the duration of the grant. Costs may include ambassador services; ambassador training; equipment, light infrastructure and storage; communications and marketing; evaluation; and program administration. Budget should delineate the split between ambassador costs and other program management costs.
- (2) Scope and Schedule of Services and Map for the selected vendor, including: an overview of the selected vendor(s); the reporting structure of the selected vendor; the Ambassador job description; and an Evaluation Plan that includes but is not limited to a system for performance feedback to the vendor. Please also include baseline data from prior month for all Program and Budget Report requirements (see below) and a map of current and future deployment.

Task 1.1 Deliverable:

- Foundational Program Plan (due October 15, 2022)

Task 1.2 Grantee shall develop a Ramp Down Program Plan which articulates how to shrink deployment over what period of time. Ramp Down Plan should include an FY24 budget proposal and should outline how the initiative could be sustained after this grant.

Task 1.2 Deliverable:

- Ramp Down Program Plan (due November 15, 2022)

Task 1.3 Grantee shall provide Program and Budget Reports to the City's Team within 14 calendar days after each month (or the final day of the grant term) for the entirety of the grant term. All requested metrics should be tallied in a table of cumulative monthly metrics. Program and Budget Reports shall include:

- Total monthly Ambassador hours logged
- Number of Ambassadors deployed on average daily
- Number of Ambassador FTEs deployed
- Number of positive engagements with neighbors
- Number of welfare checks
- Number of requests for 911 help
- Number of 311 requests
- Cost of current monthly deployment
- Cost of next month deployment
- Amount to be invoiced to OEWD

Reports to also include

- Weekly ambassador deployment summaries for each week with detailed zone locations.
- Major scope of services, operational or budget changes; major performance issues and how they are being addressed; training accomplishments; communications accomplishments and press.

Task 1.3 Deliverables

- **October Program and Budget Report** (due by November 14)
- **November Program and Budget Report** (due by December 14)
- **December Program and Budget Report** (due by January 14)
- **January Program and Budget Report** (due by February 14)
- **February Program and Budget Report** (due by March 14)
- **March Program and Budget Report** (due by April 14)
- **April Program and Budget Report** (due by May 14)
- **May Program and Budget Report** (due by June 14)
- **June Program and Budget Report** (due by June 20)

Task 1.4 Grantee shall provide three financial reports to the City's Team within 14 calendar days after each quarter (or the end of the grant term) for the entirety of the grant term. Financial Reports shall include: a Balance Sheet (Statement of Financial Position) for the organization; a Profit and Loss Statement (Statement of Activities) for the organization; an up to date program budget with projections through the term of the grant; documentation of Grantee's match contributions; and Form 990 (for Financial Report 1 only).

Task 1.4 Deliverables

- **Quarterly Financial Report October to December** (due by January 14)

- **Quarterly Financial Report January to March** (due by April 14)
- **Quarterly Financial Report April to June** (due by June 20)

Task 1.5 Grantee shall provide a Final Program Evaluation Report to the City's Team by June 30, 2023. The Final Report shall include cumulative outputs based on Program and Budget Report criteria. Report should also include survey results from community stakeholder engagement and evaluation surveys. Survey should be developed and shared with City agencies.

Task 1.5 Deliverables

- **Final Program Evaluation Report due by June 20, 2023**

Task 1.6 Grantee shall provide a FY24 Budget Proposal to the City's Team on June 30, 2023. Costs may include ambassador services; ambassador training; equipment, light infrastructure and storage; communications and marketing; evaluation; and program administration. Budget should delineate the split between ambassador costs and other program management costs.

Task 1.6 Deliverables

- **FY24 Budget Proposal due by June 20, 2023**

Grantee will be paid based on deliverables which must be completed, submitted, and approved by the Project Manager by the deadlines stated above, and before the grant term end.

Appendix C-2 Invoicing and Payment Instructions

Instructions:

- I. Grantee will submit a “**Funding Request**” and “**Schedule 1 To Request for Funding**” (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: oewd.ap@sfgov.org. Please reference “Invoice Submission,” your organization or agency name, grant project title, Purchase Order number, and the month and year for which funds are being requested, and OEWD Programmatic contact (see Article 15) in the subject line of the email.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the Funding Request may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the Funding Request and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final Funding Request which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final Funding Request. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. **NOTE: Note that all deliverables must be approved by the PM and submitted with written approval to oewd.ap@sfgov.org on or before the term end date.**
- V. OEWD may change the Funding Request submission method at its discretion by notifying Grantee.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.

B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.

C. Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Work Program or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

FUNDING REQUEST

_____, 20__ (Date of invoice submission)

Office of Economic and Workforce Development (OEWD)
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
oezd.ap@sfgov.org

Re: **DOWNTOWN COMMUNITY AMBASSADOR PROGRAM**
PO # 0000559868, 0000611467

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **JULY 1, 2021**, between **SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT CORPORATION** (“Grantee”) and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Month and Year for which funds are being requested: _____

Total Amount Requested in this Request: \$ _____

Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement: \$ **9,927,000.00**

Total of All Grant Funds Disbursed Prior to this Request: \$ _____

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing;

(e) The person submitting this request through the City's approved electronic submission system is authorized to execute this Funding Request on behalf of Grantee, and;

(f) By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Section 17.14, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT CORPORATION

Signature: _____

Print Name: _____

Title: _____

SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Budget Line Item	Description	Amount
Deliverable 20	1.T. Submission of Semi-Annual Report #2	
Deliverable 22	Task 1.1. Foundational Program Plan	
Deliverable 23	Task 1.2 Ramp Down Program Plan	
Deliverable 24	Task 1.3 Program and Budget Report October 2022	
Deliverable 25	Task 1.3 Program and Budget Report November 2022	
Deliverable 26	Task 1.3 Program and Budget Report December 2022	
Deliverable 27	Task 1.4 Financial Report 1 January 2023	
Deliverable 28	Task 1.3 Program and Budget Report January 2023	
Deliverable 29	Task 1.3 Program and Budget Report February 2023	
	Total Invoice Amount:	

The following are attached as part of this Schedule 1:

- (1) an invoice for each item of Eligible Expense for which Grant Funds are requested;
- (2) for cost reimbursement-based line items, submit PDF copies of receipts, invoices, canceled checks or other written evidence documenting the payment of each invoice if requested by OEWD;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, or copies of payroll checks together with both sides of canceled payroll checks evidencing payment thereof or a payroll register detailing earnings;
- (4) for deliverable-based line items numbered in the budget, confirmation of delivery and acceptance by OEWD Program Manager (i.e. PDF of the approval email from the Program Manager clearly identifying approved deliverables by number). Copies of deliverables themselves should be submitted with the funding request only if requested by OEWD. **Note that all deliverables must receive written approval from the Program Manager on or before the term end date.**