

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21GOB031

PURCHASING AUTHORITY NUMBER (If Applicable)

GO-Biz-0509

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Governor's Office of Business and Economic Development

CONTRACTOR NAME

City and County San Francisco Office of Economic and Workforce Development (OEWD)

2. The term of this Agreement is:

START DATE

April 1, 2022

THROUGH END DATE

April 1, 2025

3. The maximum amount of this Agreement is:

\$3,500,000.00 (Three Million Five Hundred Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B-1 Exhibit B-2	Payment Provisions Budget Details	1 1
Exhibit C *	General Terms and Conditions	GTC 04/2017
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City and County San Francisco Office of Economic and Workforce Development

CONTRACTOR BUSINESS ADDRESS

1 South Van Ness Avenue, 5th Floor

CITY

San Francisco

STATE

CA

ZIP

94103

PRINTED NAME OF PERSON SIGNING

Kate Sofis

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

Kate Sofis

Digitally signed by Kate Sofis
DN: cn=Kate Sofis, o=Office of Economic and Workforce Development, ou, email=kate.sofis@sfgov.org, c=US
Date: 2022.03.28 14:34:27 -07'00'

DATE SIGNED

3/28/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Governor's Office of Business and Economic Development

CONTRACTING AGENCY ADDRESS

1325 J Street, 18th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

James Teahan

TITLE

Administrative Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

James Teahan

Digitally signed by James Teahan
Date: 2022.03.28 15:25:32 -07'00'

DATE SIGNED

3/28/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT
EXHIBIT A
SCOPE OF WORK

This Governor's Office of Business and Economic Development Agreement is entered into by and between the **City and County of San Francisco Office of Economic and Workforce Development** (hereinafter "Contractor" or "OEWD") and the **California Governor's Office of Business and Economic Development** (hereinafter, "GO-Biz"), hereafter jointly referred to as the "parties" or individually as the "party." The term of this Agreement is April 1, 2022 - April 1, 2025.

Project Scope & Budget

Per SEC. 174. Section 19.56 of the SB-170 Budget Act of 2021, the California Governor's Office of Business and Economic Development is to allocate funds to the City and County of San Francisco for SF Live and Asian and Pacific Islander community business recovery. The following Project Scope and Budget was provided by the City and County San Francisco Office of Economic and Workforce Development (OEWD). Budget not to exceed \$3,500,000.00.

The GO-Biz funding will be used to provide increased support to OEWD in two areas related to local economic recovery efforts. One of these efforts includes launching a new campaign to support San Francisco's nightlife and entertainment sector through a series of outdoor performances and capacity building efforts. The second area focuses on building upon API (Asian Pacific Islander) community centered efforts that support small business recovery within commercial corridors that serve minority populations.

SF Live Campaign

Background

In March 2020, the pandemic forced live entertainment venues to temporarily stop hosting in-person performances. While these restrictions were an important element of the San Francisco's comprehensive strategy to slow the spread of COVID-19, this shutdown had a significant financial impact on performing artists and the venues that host them. While many local venues have begun hosting indoor performances again, they still face significant uncertainty, especially given the Delta and Omicron variants, which have forced the postponement and cancellation of some events.

Over the pandemic, San Francisco implemented several important programs to increase access to outdoor commercial and cultural activities. Outdoor activity will continue to play an important role alongside indoor activity during San Francisco's recovery. To date, venue operators have been largely unable to host outdoor performances, as staging outdoor performances in public space can be a complex endeavor and may require a significant investment in equipment, talent, personnel, and permitting.

Live performances are a critical economic engine and tourism driver in San Francisco, but live music is not connected to the City's marketing and tourism efforts and there is no coordinated marketing or branding for the local live music and entertainment sector. As San Francisco emerges out of the pandemic, live entertainment can play a major role in our economic recovery, but a robust and coordinated campaign will be critical to drive residents and tourists back to local venues and emphasize San Francisco's role as a vibrant place to live, work, and visit. In a similar way that live entertainment supports driving tourists to venues, outdoor cultural activities play a key role in driving shoppers back to commercial corridors.

Overarching Objective

The SF Live campaign will promote San Francisco's live music and entertainment sector in order to help catalyze the City's economic recovery. To boost neighborhood vitality and showcase local entertainment venues, this campaign will produce a series of live performances that will be presented by entertainment venues in outdoor parks and plazas. The program will cover the costs of producing these events and required permitting, and will provide stipends to participating venues, who will curate talent lineups and market the events. This program will be modeled in part upon a successful open space concert series in fall 2021 called SF Wednesdays.

To further enhance the music sector's profile, the campaign will fund the development of a San Francisco music brand in coordination with entertainment venues and venue advocates. Finally, the campaign will fund the development of a "music week" program to encourage residents and visitors to attend local live entertainment events during a promotional period.

Despite live entertainment's importance to San Francisco's economy and culture, music venues faced significant challenges prior to the pandemic, including narrow margins, permitting difficulties, ineligibility for City arts funding, and disconnection from the tourism industry. In addition to helping establish the important role that live music venues will play in San Francisco's economic recovery, the SF Live initiative will serve as a model for ongoing investment in outdoor performances and the City's live entertainment sector.

API Neighborhood Commercial Recovery Strategy

Background

While the COVID-19 pandemic increased the financial fragility of the majority of San Francisco businesses, OEWD also noted an early impact and is seeing a slower recovery in areas such as San Francisco's Chinatown that are largely reliant on tourism and visitors. As news spread of the pandemic at the end of 2019, xenophobic rhetoric not only led to a drop in patronage of Chinatown small businesses, but was followed by hate crimes against API businesses and the API community citywide. These trends have been felt locally and nationally.

As we move towards economic recovery, City efforts will ensure we are not leaving communities behind. Our recovery efforts must ensure we are addressing small business challenges and that public investments strongly integrate community efforts by celebrating the cultural diversity of San Francisco. The API Neighborhood Commercial Recovery Strategy will build on culturally centered community efforts to support API small business owners and commercial corridors that serve minority populations.

Overarching Objective

The API Neighborhood Commercial Recovery Strategy will support the City's economic recovery efforts by ensuring we are addressing unique challenges felt within our diverse communities brought on by the pandemic. This strategy will work with community partners to provide in-language small business technical assistance and financial relief, promote public safety, and boost cultural celebrations and events that attract customers to shop and dine within San Francisco's neighborhood commercial areas.

State funding will focus on boosting resources to community partners to provide in-language and culturally competent small business technical assistance and produce cultural events within densely populated API commercial districts such as historic Chinatown, Japantown, Little Saigon, SOMA Pilipinas, Sunset and Richmond neighborhoods in San Francisco. These services will be provided by neighborhood community organizations and open to all businesses, including, but not limited to API-owned businesses.

Entrepreneur technical assistance and ADA small business compliance funding will enable community partners to provide in-language small business trainings that are required for small business operation and government regulated compliance. Services will be provided to new and existing businesses and will also include marketing assistance and support in accessing additional technical and financial resources.

Funding for cultural events and activations will enable community partners to produce and or enhance cultural celebrations within their neighborhood commercial areas to attract visitors and encourage patronage of small businesses. Cultural events and programming will benefit neighborhood commercial areas as a whole by attracting visitors and promoting shopping and dining.

In addition

1. This Agreement may be amended, and term extended by written mutual consent of the State and Contractor. No alteration of or variation from the terms of this Agreement shall be valid unless made in writing and signed by both parties of this Agreement.
2. This Agreement contains all the terms and conditions agreed to by all parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
3. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
4. The Contractor, from the date of the agreement, for the next three years, shall provide the Governor's Office of Business and Economic Development a yearly report. This report shall include expenditures, services provided, and the positive economic outcomes of these programs.

The project representatives during the term of this agreement will be:

State Agency: Governor's Office of Business and Economic Development	Contractor: City and County San Francisco Office of Economic and Workforce Development
Name: Jim Teahan	Name: Kate Sofis
Phone: (916) 322-0671	Phone: (415) 554-6969
Email: james.teahan@gobiz.ca.gov	Email: kate.sofis@sfgov.org

**EXHIBIT B-1
PAYMENT PROVISIONS**

Invoicing

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

The invoices shall include the Agreement number and be submitted to:

Governor's Office of Business & Economic Development (GO-Biz)

ATTN: David Creech

1325 J Street, Suite 1800

Sacramento, CA 95814

Or by email at: GO-Biz.BSU@gobiz.ca.gov

Payment Provisions

Total amount of this Agreement shall not exceed Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00). This will be a One Time Payment within forty-five (45) Days of the date the Agreement is signed by both parties.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5 commencing with Section 927.

EXHIBIT B-2 BUDGET DETAILS

Program Budget

DELIVERABLE	AMOUNT
Produce SF Live concert series at Golden Gate Park Bandshell	\$150,000
Produce SF Live concert series at Union Square	\$850,000
Produce SF Live concerts in multiple public spaces. Spaces may include the Jerry Garcia Amphitheater, Embarcadero Plaza, and other locations	\$900,000
Marketing & promotional campaign for SF Live concert series	\$200,000
Develop an SF music brand, produce collateral, and launch campaign	\$200,000
Develop and produce "SF music week" program with industry stakeholders	\$200,000
SF LIVE SUBTOTAL	\$2,500,000
Entrepreneur Technical Assistance	\$150,000
Technical Assistance for ADA small business compliance	\$350,000
Cultural Events and Activations	\$500,000
API NEIGHBORHOOD COMMERCIAL RECOVERY STRATEGY SUBTOTAL	\$1,000,000
TOTAL	\$3,500,000

Estimated Spend Plan

SF Live

- Quarter 1 (April-June 2022): Planning and Research, Selection of Production Partner(s)
- Quarter 2 (July-September 2022): Pre-Production and Production of 2022 Concerts, Begin Development of Music Brand and Music Week \$250,000
- Quarter 3 (October-December 2022): Production of Concerts, Continued Development of Music Brand and Music Week \$150,000
- Quarter 4 (January-March 2023): Pre-Production for 2023 Concerts, Launch of Music Brand and Music Week \$250,000
- Quarter 5 (April-June 2023): Production of Concerts and Production of Yearly Report (documenting expenditures, services provided, and economic outcomes for SF Live and API Neighborhood Commercial Recovery Strategy) \$750,000
- Quarter 6 (July-September 2023): Production of Concerts and Promotional Efforts, Program Completion \$1,100,000
- Quarter 9 (April-June 2024): Production of Yearly Report
- Quarter 13 (April 2025): Production of Yearly Report

API Neighborhood Commercial Recovery Strategy

- Quarter 1 (April-June 2022): Selection of Partners for Implementation of Entrepreneur Technical Assistance, Technical Assistance for ADA Small Business Compliance, and Cultural Events and Activations
- Quarter 2 (July-September 2022): Planning and Implementation of Technical Assistance Programs and Cultural Events and Activations \$300,000
- Quarter 3 (October-December 2022): Implementation of Technical Assistance Programs and Cultural Events and Activations \$350,000
- Quarter 4 (January-March 2023): Continued Implementation of Technical Assistance Programs and Cultural Events and Activations \$350,000
- Quarter 5 (April-June 2023): Program Completion