

File No. 230681

Committee Item No. 9

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Appropriations Committee Date June 22, 2023

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- Motion
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- Introduction Form
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#### OTHER (Use back side if additional space is needed)

- Executed Grant Agreement 7/1/2021
- Amendment No. /1 7/14/2021
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Completed by: Brent Jalipa Date June 16, 2023

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Grant Agreement Amendment - Mid-Market Foundation - Mid-Market/Tenderloin Community-  
2 Based Safety Program - Not to Exceed \$61,090,570]

3 **Resolution approving Amendment No. 3 to a grant agreement between the Office of**  
4 **Economic and Workforce Development and Mid-Market Foundation, for management of**  
5 **the Mid-Market /Tenderloin Community-Based Safety Program; to increase the grant**  
6 **amount by \$31,000,000 for a total not to exceed amount of \$61,090,570 and to extend**  
7 **the term from October 15, 2023, for a total period of July 1, 2022, through June 30,**  
8 **2025; effective upon approval of this Resolution; and to authorize the Director of the**  
9 **Office of Economic and Workforce Development to enter into amendments or**  
10 **modifications to the contract prior to its final execution by all parties that do not**  
11 **materially increase the obligations or liabilities to the City and are necessary to**  
12 **effectuate the purposes of the contract.**

13  
14 WHEREAS, The Office of Economic and Workforce Development (OEWD) selected  
15 the Mid-Market Foundation (MMF) through a Request for Proposals to provide as needed  
16 project based support services under that certain Grant Agreement by and between City and  
17 MMF, dated as of July 1, 2022 (Original Agreement), as amended by that certain First  
18 Amendment to Grant Agreement, dated as of November 14, 2022 (Amendment No. 1), which  
19 increased the contract amount to \$20,499,000, as authorized by Board of Supervisor's  
20 Resolution No. 468-22, adopted on November 8, 2022, as further amended by that certain  
21 Second Amendment to Grant Agreement, dated as of March 21, 2023 (Amendment No. 2),  
22 which increased the contract amount to \$30,090,570, as authorized by Board of Supervisor's  
23 Resolution No. 110-23, adopted on March 21, 2023; the Original Agreement, together with  
24 Amendment No. 1 and Amendment No. 2 are collectively referred to as the "Agreement", and  
25 have a term of one year and four months; and

1           WHEREAS, Under the Agreement, the MMF is to expand the Mid-Market Community-  
2 Based Safety Program, implement it in alignment with the goals of the 2022 Tenderloin  
3 Emergency Initiative, and deploy community ambassadors to approximately 80 block faces in  
4 a contiguous area within the boundaries of the operation, for a two-year period; and

5           WHEREAS, Through Amendment No. 3, OEWD seeks to increase the Agreement  
6 amount by \$31,000,000 for a total not to exceed amount of \$61,090,570 and to extend the  
7 term from October 15, 2023 for a total term commencing on July 1, 2022, through June 30,  
8 2025; and

9           WHEREAS, Charter, Section 9.118, requires Board of Supervisors' approval of  
10 Amendment No. 3 because this amendment would have an impact of more than \$500,000  
11 dollars to the Agreement, as previously authorized for Amendment No. 2; now, therefore, be it

12           RESOLVED, That in accordance with Charter, Section 9.118, the Board of Supervisors  
13 hereby authorizes the Executive Director of OEWD, on behalf of the City and County of San  
14 Francisco, to amend the Agreement with the Mid-Market Foundation to increase the  
15 Agreement amount by \$31,000,000 for a total not to exceed amount of \$61,090,570 and to  
16 extend the term from October 15, 2023 for a total term commencing on July 1, 2022, through  
17 June 30, 2025; and, be it

18           FURTHER RESOLVED, That the Board of Supervisors authorizes OEWD to enter into  
19 any amendments or modifications to Amendment No. 3, prior to its final execution by all  
20 parties, that the Department determines, in consultation with the City Attorney, are in the best  
21 interest of the City, do not otherwise materially increase the obligations or liabilities of the City,  
22 are necessary or advisable to effectuate the purposes of the contract, and are in compliance  
23 with all applicable laws; and, be it

24           FURTHER RESOLVED, That within thirty (30) days of Amendment No. 3 being fully  
25 executed by all parties, the Executive Director of OEWD and/or the Director of Office of

1 Contract Administration/Purchaser shall provide the final contract to the Clerk of the Board for  
2 inclusion in the official file (File No. 230681).

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**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  
MID-MARKET FOUNDATION**

**MID-MARKET/TENDERLOIN COMMUNITY BASED SAFETY PROGRAM**

THIS THIRD AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **July, 2023**, in San Francisco, California, by and between **Mid-Market Foundation, a California Non-Profit Public Benefit Corporation** located at **20 Galli Drive, Suite A, Novato, California, 94949**, hereinafter referred to as (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Office of Economic and Workforce Development (“OEWD”).

**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 A - Mid-Market/Tenderloin Community-Based Safety Program, a 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, the San Francisco Board of Supervisors adopted Resolution No. 468-22 on November 8, 2022, approving a First Amendment in accordance with the requirements of San Francisco Charter Section 9.118; and

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

WHEREAS, the San Francisco Board of Supervisors adopted Resolution No. XXX-XX on DATE, 2023, approving this Amendment in accordance with the requirements of San Francisco Charter Section 9.118 (the “**Resolution**”).

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, 2022** between Grantee and City [, as amended by the:

**First Amendment, dated November 14, 2022, and further amended by the**

**Second Amendment, dated March 21, 2023.**

**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 3.2. Duration of Term** of the Agreement currently reads as follows:

The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** and (b) the effective date specified in Section 3.2. Such term shall end on **OCTOBER 15, 2023** unless earlier terminated as provided herein.

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

The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** and (b) the effective date specified in Section 3.2. Such term shall end on **JUNE 30, 2025** unless earlier terminated as provided herein.

**(b) 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 **THIRTY MILLION NINETY THOUSAND FIVE HUNDRED SEVENTY Dollars (\$30,090,570).**”

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 **SIXTY ONE MILLION NINETY THOUSAND FIVE HUNDRED SEVENTY Dollars (\$61,090,570.00).**”

**(c) Section 16.21 Compliance with Applicable Law.** Section 16.21 of the Agreement is hereby amended and restated in its entirety and shall hereinafter read as follows:

**“16.21. Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City’s Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such laws and regulations. Grantee agrees to maintain its good standing as a corporation, nonprofit, LLC, partnership, JV, or similar legal entity at all times during the term of this Agreement. This agreement to maintain good standing includes, without limitation, Grantee’s continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General’s Registry of Charitable Trusts, and any other applicable agency or entity having jurisdiction over Grantee. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Grantee shall provide documentation demonstrating its compliance with all applicable legal requirements. If Grantee will use any subcontractors, subgrantees, or subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the Agreement. Any failure by Grantee or any subcontractors, subgrantees, or

subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.”

- (d) **Appendix A.** Appendix A-2, Budget, of the Second Amendment, displays the previously amended total amount of **\$30,090,570**.

Such section is hereby superseded in its entirety by Appendix A-3, Budget, which is attached hereto and incorporated herein by this reference and displays the budget as herein modified.

- (e) **Appendix B.** Appendix B-2, Definition of Grant Plan, of the Second Amendment describes the previously amended services to be provided.

Such section is hereby superseded in its entirety by Appendix B-3, which is attached hereto and incorporated herein by this reference and displays the services to be provided under this Amendment.

- (f) **Appendix C.** Appendix C, Form of Funding Request / Invoicing and Payment Instructions, of the Grant Agreement describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-3, 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 July 1, 2023; provided, however, that this Amendment shall not be effective until the later of (a) the date first above written or (b) the effective date of the Resolution.
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:**

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

By: \s3\  
\_\_\_\_\_

\n3\  
Merrick Pascual  
Chief Financial Officer

**GRANTEE:**

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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.

**MID-MARKET FOUNDATION**, a California  
nonprofit public benefit corporation

By: \s1\  
\_\_\_\_\_

\n1\  
Name: **Steve Gibson**

Title: Executive Director

Federal Tax ID Number: 85-0892059

City Supplier Number: 0000047252

**Approved as to Form:**

David Chiu  
City Attorney

By: \s2\  
\_\_\_\_\_

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Vincent Brown  
Deputy City Attorney



**Appendix A-3  
Budget**

<b>Deliverable</b>	<b>Description of Deliverable / Payment Trigger</b>	<b>Due Date</b>	<b>Amount</b>
Deliverable 1	Task 1.1 Foundational Program Plan	7/31/2022	\$4,000,000.00
Deliverable 2	Task 1.2 Ramp Down Program Plan	8/31/2022	\$1,000,000.00
Deliverable 3	Task 1.3 Monthly Report July 2022	8/10/2022	\$1,500,000.00
Deliverable 4	Task 1.3 Monthly Report August 2022	9/10/2022	\$1,500,000.00
Deliverable 5	Task 1.3 Monthly Report September 2022	10/10/2022	\$1,000,000.00
Deliverable 6	Task 1.3 Monthly Report October 2022	11/10/2022	\$1,000,000.00
Deliverable 7	Task 1.4 1st Quarterly Report	10/14/2022	\$2,000,000.00
Deliverable 8	Task 1.3 Monthly Report November 2022	12/10/2022	\$1,000,000.00
Deliverable 9	Task 1.3 Monthly Report December 2022	1/10/2023	\$2,000,000.00
Deliverable 10	Task 1.3 Monthly Report January 2023	2/10/2023	\$1,000,000.00
Deliverable 11	Task 1.4 2nd Quarterly Report	1/14/2023	\$2,000,000.00
Deliverable 12	Task 1.5 Semi-Annual Report 1	1/14/2023	\$1,500,000.00
Deliverable 13	Task 1.3 Monthly Report February 2023	3/10/2023	\$100,000.00
Deliverable 14	Task 1.3 Monthly Report March 2023	4/10/2023	\$87,500.00
Deliverable 15	Task 1.3 Monthly Report April 2023	5/10/2023	\$837,500.00
Deliverable 16	Task 1.4 3rd Quarterly Report	4/14/2023	\$950,570.00
Deliverable 17	Task 1.3 Monthly Report May 2023	6/10/2023	\$837,500.00
Deliverable 18	Task 1.3 Monthly Report June 2023	6/20/2023	\$687,500.00
Deliverable 19	Task 1.4 4th Quarterly Report	6/20/2023	\$500,000.00
Deliverable 20	Task 1.5 Semi-Annual Report 2	6/20/2023	\$90,000.00
Deliverable 21	Task 1.3 Monthly Report July 2023	8/10/2023	\$2,500,000.00
Deliverable 22	Task 1.3 Monthly Report August 2023	9/10/2023	\$1,500,000.00
Deliverable 23	Task 1.3 Monthly Report September 2023	10/10/2023	\$1,500,000.00
Deliverable 24	Task 1.4 5th Quarterly Report	10/10/2023	\$1,000,000.00
Deliverable 25	Task 1.3 Monthly Report October 2023	11/10/2023	\$1,250,000.00
Deliverable 26	Task 1.3 Monthly Report November 2023	12/10/2023	\$1,250,000.00
Deliverable 27	Task 1.3 Monthly Report December 2023	1/10/2024	\$1,250,000.00
Deliverable 28	Task 1.4 6th Quarterly Report	1/10/2024	\$1,000,000.00
Deliverable 29	Task 1.5 Semi-Annual Report 3	1/10/2024	\$1,000,000.00
Deliverable 30	Task 1.3 Monthly Report January 2024	2/10/2024	\$1,250,000.00
Deliverable 31	Task 1.3 Monthly Report February 2024	3/10/2024	\$1,000,000.00
Deliverable 32	Task 1.3 Monthly Report March 2024	4/10/2024	\$1,000,000.00
Deliverable 33	Task 1.4 7th Quarterly Report	4/10/2024	\$1,000,000.00
Deliverable 34	Task 1.3 Monthly Report April 2024	5/10/2024	\$1,000,000.00
Deliverable 35	Task 1.3 Monthly Report May 2024	6/10/2024	\$1,000,000.00

Deliverable 36	Task 1.3 Monthly Report June 2024	6/20/2024	\$1,000,000.00
Deliverable 37	Task 1.4 8th Quarterly Report	6/20/2024	\$1,000,000.00
Deliverable 38	Task 1.5 Semi-Annual Report 4	6/20/2024	\$1,000,000.00
Deliverable 39	Task 1.3 Monthly Report July 2024	8/10/2024	\$1,000,000.00
Deliverable 40	Task 1.3 Monthly Report August 2024	9/10/2024	\$1,000,000.00
Deliverable 41	Task 1.3 Monthly Report September 2024	10/10/2024	\$1,000,000.00
Deliverable 42	Task 1.4 9th Quarterly Report	10/10/2024	\$1,000,000.00
Deliverable 43	Task 1.3 Monthly Report October 2024	11/10/2024	\$1,000,000.00
Deliverable 44	Task 1.3 Monthly Report November 2024	12/10/2024	\$1,000,000.00
Deliverable 45	Task 1.3 Monthly Report December 2024	1/10/2025	\$1,000,000.00
Deliverable 46	Task 1.4 10th Quarterly Report	1/10/2025	\$1,000,000.00
Deliverable 47	Task 1.5 Semi-Annual Report 5	1/10/2025	\$1,000,000.00
Deliverable 48	Task 1.3 Monthly Report January 2025	2/10/2025	\$1,000,000.00
Deliverable 49	Task 1.3 Monthly Report February 2025	3/10/2025	\$1,000,000.00
Deliverable 50	Task 1.3 Monthly Report March 2025	4/10/2025	\$750,000.00
Deliverable 51	Task 1.4 11th Quarterly Report	4/10/2025	\$1,000,000.00
Deliverable 52	Task 1.3 Monthly Report April 2025	5/10/2025	\$750,000.00
Deliverable 53	Task 1.3 Monthly Report May 2025	6/10/2025	\$750,000.00
Deliverable 54	Task 1.3 Monthly Report June 2025	6/20/2025	\$750,000.00
Deliverable 55	Task 1.4 12th Quarterly Report	6/20/2025	\$500,000.00
Deliverable 56	Task 1.5 Semi-Annual Report 6	6/20/2025	\$500,000.00
	<b>Total Budget Amount</b>		<b>\$61,090,570.00</b>

**Appendix B-3  
Definition of Grant Plan**

The term “Grant Plan” shall mean

**I. PROJECT NAME/TITLE**

Mid-Market/Tenderloin Community-Based Safety Program

**II. PROJECT DESCRIPTION**

Grantee shall partner with government agencies and community stakeholders to manage the Mid-Market/Tenderloin Community-Based Safety Program, a program that focuses on forging a path to a thriving community and save lives through overdose prevention, connecting people to care and service, and increasing the quality of life for workers, residents and businesses.

**III. PROJECT DEFINITIONS**

**City** – City and County of San Francisco, OEWD | Economic Recovery and Regeneration

**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:

Patrick Santoro, Senior Community Development Specialist I  
Office of Economic and Workforce Development  
[patrick.santoro@sfgov.org](mailto:patrick.santoro@sfgov.org)

Crezia Tano, Chief Operating Officer  
Office of Economic and Workforce Development  
[crezia.tano@sfgov.org](mailto:crezia.tano@sfgov.org)  
415-554-5185

Andre Torrey, Street Ambassador Coordinator  
Department of Emergency Management  
[Andre.Torrey@sfgov.org](mailto:Andre.Torrey@sfgov.org)

**Grantee** – Mid-Market Foundation

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

Steve Gibson

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

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

**IV. DESCRIPTION OF SERVICES**

Grantee shall provide services for the **Mid-Market/Tenderloin Community-Based Safety Program** (“Project”).

The grantee will deploy an average of 225 community ambassadors to an approximately 80 block faces in a contiguous area within the boundaries of the operation, for a three-year period, including approximately 20 additional dedicated ambassadors in and around UN Plaza for a 3-month period beginning in January 2023. Ambassadors will be deployed daily from 7am to 7pm, except at grantee's discretion to support special or community events by request and to support business activity on Market Street and other appropriate areas, where hours may extend beyond 7:00pm, for instance to provide coverage to cultural institution patrons. Grantee's deployment plan and all additional deliverables will be approved by OEWD once they have been approved by the Department of Emergency Management.

Ambassadors' roles with respect to safety are to provide a physical presence in the neighborhood, engaging with people who may need support (for a variety of health and safety reasons), and coordinating with and providing situationally appropriate referrals to other entities, which may include the police via calls to 911, DPH's Street Response Team, or other appropriate City agencies or nonprofit organizations. Ambassadors are to be *facilitators* of safety services, as opposed to the parties intervening in potentially dangerous situations, more appropriately handled by the police.

Ambassadors will engage with compassion and respect to support people in need, and improve the conditions of the area. Ambassadors will not provide security services and does not engage with individuals and groups that are involved in illegal activities, such as drug sales, that are the responsibility of the Police.

Specifically, the grantee will:

- Be responsible for contributing to culture change in the area included in Tenderloin Emergency Initiative by creating a deployment strategy to cover a single contiguous subarea within it
- Coordinate closely with Department of Emergency Management, San Francisco Police Department, including daily coordination with CBDs and City agencies and other ambassador programs, as appropriate.
- Implement ongoing and semi-annual evaluation, including via community surveys
- Plan for program ramp down and transition, beginning with a decrease in funding in FY24
- Plan and implement additional neighborhood improvements that will increase business activity and ultimately reduce the need for safety ambassador services
- Subcontract to one or more vendors who will
  - Take responsibility for a single, contiguous multi-block area, deploying primarily fixed post-style ambassadors
  - Ensure ambassador coverage is efficient across blocks, taking care to deploy the minimum number of ambassadors needed so as to maximize the coverage of the program
  - Coordinate with TLCBD and City-funded ambassador programs working in the same area, including TLCBD park stewards, Tenderloin Merchants ambassadors, and St. Anthony's.
  - Make periodic adjustments to deployment plan based on City and community stakeholder priorities, including extending beyond the initial deployment map to additional community "hot spots", provided the area is safe for ambassadors
  - Provide training to its employees on their interaction with members of the public exercising constitutional rights of freedom of speech, assembly, and the practice of religion, and/or the right to peacefully remain, as applicable, in public forums."

- Hire and train ambassadors who will engage with everyone on the street, with a specific focus on people in need but also generally providing hospitality and a welcoming presence to all residents, workers, visitors, and business owners
- Hire and train ambassadors who will provide referrals to city and nonprofit services for people in need, as well as provide basic information to the public about these services
- Ensure its team is adequately trained with the most up to date information on weekly coordination goals and service program referrals
- File 311 requests as issues are identified in any part of the operation's geographic boundary
- Provide weekly deployment reports and monthly deployment plans which include a fixed monthly cost
- Maintain an ambassador "hub" in the Tenderloin that will support ambassadors and supervisors in maintaining a safe and healthy presence

Grantee shall provide training to its employees on their interaction with members of the public exercising constitutional rights of freedom of speech, assembly, and the practice of religion, and/or the right to peacefully remain, as applicable, in public forums.

**Prevailing Wages.** Grantee agrees to comply with, and require its contractors to pay, prevailing wages for any labor in connection with a "public work" as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction or maintenance work if paid for in whole or in part out of public funds). Grantee agrees to provide evidence to City of the payment of prevailing wages upon request, and to cooperate with the City in any investigation relating to this requirement.

## V. TASKS AND DELIVERABLES

### 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 Monthly report requirements (see below) and a map of current and future deployment.

**Task 1.1 Deliverable:**

- Foundational Program Plan (due July 31, 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, including detail on minimizing numbers of ambassadors deployed per block; handing off roles to other ambassador groups or City agencies; accessing private funding; facilitating community ownership, i.e. transition roles to community stakeholders through activation; efficiency through partnerships

with community groups including CBDs and others; and business development plan that will increase business hours and reduce the need for community ambassadors.

**Task 1.2 Deliverable:**

- Ramp Down Program Plan (due August 31, 2022)

**Task 1.3** Grantee shall provide Monthly reports to the City's Team within 14 calendar days after each month for the entirety of the grant term. Monthly reports shall include: Total monthly Ambassador hours logged; number block faces with Ambassador presence; number of Ambassadors deployed on average daily; and number of Ambassador FTEs deployed. These numbers should be tallied in a table of cumulative monthly numbers each month.

Monthly reports shall also include cost of current monthly deployment; cost of next month deployment; amount invoiced to OEWD; and a table of cumulative monthly deployment costs for each month;

Reports to also include

- Weekly ambassador deployment summaries for each week with detailed block face locations; and a monthly community hub activity summary.
- Number of positive engagements with neighbors; number of Ambassador de-escalation events; number of Ambassador inviting spaces intervention; number of Ambassador overdose reversals; number of needle disposals; number of trash bags used; number of Ambassador requests for 911 help; number of Ambassador 311 requests
- 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**

- Monthly Reports beginning with July 2022 to be provided within 14 days after each month for the entirety of the grant term.

**Task 1.4** Grantee shall provide Quarterly Financial reports to the City's Team within 14 calendar days after each quarter for the entirety of the grant term. Quarterly 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 first quarterly report only).

**Task 1.4 Deliverables**

- Quarterly Report beginning with July to September 2022 to be provided within 14 days after each quarter for the entirety of the grant term.

**Task 1.5** Grantee shall provide Semi-Annual reports to the City's Team within 14 calendar days after each 6-month period, for the entirety of the grant term. Semi-Annual Reports shall include cumulative outputs based on Monthly Report criteria. Data will also include survey results from semi-annual community stakeholder engagement and evaluation surveys. Survey should be developed and shared with City agencies coordinating program evaluation for Tenderloin initiatives. Semi-annual reports shall include updates to the Ramp Down Plan identified in Task 1.2 to reflect current conditions, as needed.

**Task 1.5 Deliverables**

- Semi Annual Reports beginning with July to December 2022 to be provided within 14 days after each 6-month period.
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Grantee will be paid based on deliverables which must be completed, submitted, and approved by the Department of Emergency Management and the OEWD Project Manager before the grant term end.

**Appendix C-3**  
**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: [owd.ap@sfgov.org](mailto:owd.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 owd.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, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
[oezd.ap@sfgov.org](mailto:oezd.ap@sfgov.org)

Re: **MID-MARKET/TENDERLOIN COMMUNITY-BASED SAFETY PROGRAM –  
3rd AMENDMENT**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **JULY 1, 2022**, between **MID-MARKET FOUNDATION** (“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: \$ **61,090,570.00**

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.

**MID-MARKET FOUNDATION**, a California Non-Profit Public Benefit 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

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.**

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

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**MID-MARKET FOUNDATION**  
**FSP Contract Number: 1000026131**

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**THIS GRANT AGREEMENT** (“Agreement”) is made as of **JULY 1, 2022**, in the City and County of San Francisco, State of California, by and between **MID-MARKET FOUNDATION**, a California nonprofit public benefit corporation (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **THE OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT** (“Department”),

**RECITALS**

**WHEREAS**, Grantee has applied to the Department for a **MID-MARKET/TENDERLOIN COMMUNITY-BASED SAFETY PROGRAM** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

**to partner with government agencies and community stakeholders to manage the Mid-Market/Tenderloin Community-Based Safety Program;** and

**WHEREAS**, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through RFP 217 (Area A - Mid-Market/Tenderloin Community-Based Safety Program), a Request for Proposal (“RFP”) issued on June 8, 2021, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

**WHEREAS**, the City and Grantee intended for this Agreement to start on **JULY 1, 2022**; and

**WHEREAS**, the City and Grantee are just now executing this Agreement due to COVID-19 and administrative related delays; and

**WHEREAS**, the City and Grantee, each by their conduct, initiated their contractual relationship consistent with the terms and conditions of this Agreement, despite the delayed execution; and

**WHEREAS**, the City and Grantee intend for this Agreement to cover the period of **JULY 1, 2022** to **MARCH 31, 2023**, despite this delay; and

WHEREAS, the City and Grantee anticipate this Agreement may be amended to increase funds upon approval of the Board of Supervisors, and that if such increase is not approved that City and Grantee may enter an amendment to, among other things, modify the timing of the funding disbursements set forth in the Budget (as defined herein); and

**WHEREAS**, City desires to provide such a grant on the terms and conditions set forth herein:

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

## **ARTICLE 1 DEFINITIONS**

**1.1 Specific Terms.** Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

- (a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.
- (e) “**Contractor**” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.

- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall have the meaning set forth in Appendix B.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “**Publication**” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

**1.2 Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

**1.3 References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

**1.4 Order of Precedence.** Grantee agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Grantee’s proposal dated June 22, 2021. The RFP and Grantee’s proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement shall control over the RFP and the Grantee’s proposal. If the Appendices to this Agreement include any standard printed terms from the Grantee, Grantee agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Grantee’s printed terms attached, the City’s terms shall take precedence, followed by the procurement issued by the department, Grantee’s proposal, and Grantee’s printed terms, respectively.

**ARTICLE 2**  
**APPROPRIATION AND CERTIFICATION OF GRANT FUNDS;**  
**LIMITATIONS ON CITY'S OBLIGATIONS**

**2.1 Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

**2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

**2.3 Automatic Termination for Nonappropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

**2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

**2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

**ARTICLE 3**  
**TERM**

**3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.



**3.2 Duration of Term.** The term of this Agreement shall commence on **JULY 1, 2022** and expire on **MARCH 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

#### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

**4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

**4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

**4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan 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.

**4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

**4.5 Publications and Work Product.**

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for

approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

## ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

**5.1 Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed NINE MILLION Dollars (\$9,000,000) during the Term of the Agreement.

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the

Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

**5.3 Disbursement Procedures.** Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each **MONTH**.

**5.4 Reserved. (State or Federal Funds)**

**5.5 Construction.**

(a) For Grant Plans that include construction or renovation activity, Grantee shall obtain all permits and comply with all applicable laws with respect to the work including the payment of prevailing wages. Grantee shall exercise prudent construction management and oversight, including ensuring that all contractors are licensed and bonded for the work, and that they maintain builders all risk and general liability insurance. City's funding contribution will not exceed the amounts set forth in this Agreement, and Grantee will be responsible for any and all cost overruns or construction defects or deficiencies. Grantee shall maintain appropriate reserves for contingencies.

(b) For any construction project costing \$200,000 or more, Grantee shall competitively bid the work. For any project costing more than \$5,000 but less than \$200,000, Grantee shall informally or formally solicit at least 3 proposals or bids from eligible contractors. Grantee may seek a waiver of these requirements from the City with justification, but any such waiver may be given or withheld in the City's sole discretion. For construction and rehabilitation projects that require building permits, Grantee shall consult with the Mayor's Office on Disability before applying for such permit to ensure that any disability accommodation issues are appropriately addressed.

(c) If the Grant Funds are used for the rehabilitation or improvement of real property, then Grantee shall maintain the nonprofit eligible purpose and use of the property consistent with this Agreement for the Tenure Period. The "Tenure Period" of this Agreement is the period of time that starts on the date of completion of the rehabilitation or improvements and that ends five (5) years thereafter. If Grantee leases the property and the remaining term of the lease is less than five (5) years following the expected date of completion such that Grantee may not be in a position to satisfy the Tenure Period requirement set forth above, then Grantee shall inform the City of such fact before the start of the construction work. The City may elect not to provide the Grant Funds if continued use of the real property for the full Tenure Period cannot reasonably be achieved.

**ARTICLE 6**  
**REPORTING REQUIREMENTS; AUDITS;**  
**PENALTIES FOR FALSE CLAIMS**

**6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

**6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

**6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

**6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

**6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

**6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

**6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be

liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**6.8 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

## **ARTICLE 7 TAXES**

**7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

**7.2 Use of City Real Property.** If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

**7.3 Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

## ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

**8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

**8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

**8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

**8.4 Conflict of Interest.**

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

**8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

**8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

**8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs.

Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

## **ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY**

**9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

**9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

**9.3 Incidental and Consequential Damages.** Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

**9.4 LIMITATION ON LIABILITY OF CITY.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR

TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

## **ARTICLE 10 INSURANCE**

**10.1 Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

(c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

**10.2 Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

**10.3 Additional Requirements for All Policies.** All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

**10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

**10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.



**10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

**10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

**10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

**10.9 Worker's Compensation.** The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors. The City will accept Grantee's compliance with the Workers' Compensation requirements under this Article 10 by causing its contractor (Urban Place Consulting Group, Inc.) to submit to the City evidence of Workers' Compensation coverage that complies with this Article 10, as further described in the email correspondence attached to this Agreement as Appendix F.

## **ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES**

**11.1 Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

**11.2 Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

**11.3 Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

**11.4 Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

## **ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS**

**12.1 Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

**12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

**12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

## ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

**13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

**13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

**13.3 Subcontracting.** If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

**13.4 Grantee Retains Responsibility.** Grantee shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

## ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

**14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

**14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

**14.3 Consequences of Recharacterization.**

(a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

**ARTICLE 15  
NOTICES AND OTHER COMMUNICATIONS**

**15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:):

If to the Department or City: **CITY & COUNTY OF SAN FRANCISCO**  
**OFFICE OF ECONOMIC AND WORKFORCE**  
**DEVELOPMENT**  
**1 SOUTH VAN NESS AVE., 5<sup>TH</sup> FLOOR**  
San Francisco, CA **94103**  
Attn: **AMY COHEN**  
Email: **AMY.B.COHEN@SFGOV.ORG**

If to Grantee: **MID-MARKET FOUNDATION**  
**20 GALLI DRIVE, SUITE A**

Novato, CA 94949-5731  
Attn: STEVE GIBSON  
Email:  
INFO@MIDMARKETBUSINESSASSOCIATION.COM

Any notice of default must be sent by registered mail.

**15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

**15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

## **ARTICLE 16 COMPLIANCE**

**16.1 Reserved.**

**16.2 Nondiscrimination; Penalties.**

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

### **16.3 Reserved.**

**16.4 Tropical Hardwood and Virgin Redwood Ban.** Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**16.5 Drug-Free Workplace Policy.** Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

**16.6 Resource Conservation; Liquidated Damages.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

**16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

**16.8. Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

**16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that

official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**16.10 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

**16.12 Preservative-treated Wood Containing Arsenic.** Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**16.13 Reserved. (Working with Minors)**

**16.14 Protection of Private Information.** Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are



incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

**16.15 Public Access to Meetings and Records.** If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

**16.16 Consideration of Criminal History in Hiring and Employment Decisions.**

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

**16.17 Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee’s failure to comply with this provision.

**16.18 Reserved. Slavery Era Disclosure.**

**16.19 Distribution of Beverages and Water.**

**(a) Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**(b) Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**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 Lease 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).

**16.21 Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City’s Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

**ARTICLE 17  
MISCELLANEOUS**

**17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

**17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

**17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

**17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan
- Appendix C, Invoicing and Payment Instructions
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix F, Insurance Compliance

**17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

**17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

**17.10 Survival of Terms.** The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3	Ownership of Results.	Article 12	Disclosure of Information and Documents
Section 6.4	Financial Statements.	Section 13.4	Grantee Retains Responsibility.
Section 6.5	Books and Records.	Section 14.3	Consequences of Recharacterization.
Section 6.6	Inspection and Audit.	This Article 17	Miscellaneous
Section 6.7	Submitting False Claims; Monetary Penalties		
Article 7	Taxes		
Article 8	Representations and Warranties		
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		

**17.11 Further Assurances.** From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

**17.12 Reserved. (Dispute Resolution Procedure)**

**17.13 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**17.14 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

CITY

GRANTEE:

**OFFICE OF ECONOMIC AND  
WORKFORCE DEVELOPMENT**

**MID-MARKET FOUNDATION,**  
a **California** nonprofit public benefit corporation

By: DocuSigned by:  
*Kate Sofis*  
F98E00C652682407...  
**Kate Sofis**  
Executive Director

By: DocuSigned by:  
*Steve Gibson*  
1A4C3A67AC16450...  
Print Name: **Steve Gibson**

**Approved as to Form:**

Title: Executive Director

David Chiu  
City Attorney

Federal Tax ID #: 85-0892059

City Supplier Number: 0000047252

By: DocuSigned by:  
*Vince Brown*  
5D88F562E4274BB...  
**Vincent Brown**  
Deputy City Attorney

### **Appendix A--Definition of Eligible Expenses**

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made unless agreed to in writing between both parties);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies; and
- (4) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement.

### Project Budget

<b>Budget Line Item</b>	<b>Description</b>	<b>Due Date</b>	<b>Budget Amount</b>
Deliverable 1	Task 1.1. Foundational Program Plan	7/31/2022	\$4,000,000.00
Deliverable 2	Task 1.2 Ramp Down Program Plan	8/31/2022	\$1,000,000.00
Deliverable 3	Task 1.3 Monthly Report Jul 2022	8/10/2022	\$1,500,000.00
Deliverable 4	Task 1.3 Monthly Report Aug 2022	9/10/2022	\$1,500,000.00
Deliverable 5	Task 1.3 Monthly Report Sep 2022	10/10/2022	\$1,000,000.00
Deliverable 6	Task 1.3 Monthly Report Oct 2022		\$0.00
Deliverable 7	Task 1.4 Quarterly Report (7-9/2022)		\$0.00
Deliverable 8	Task 1.3 Monthly Report Nov 2022		\$0.00
Deliverable 9	Task 1.3 Monthly Report Dec 2022		\$0.00
Deliverable 10	Task 1.3 Monthly Report Jan 2023		\$0.00
Deliverable 11	Task 1.4 Quarterly Report (10-12/2022)		\$0.00
Deliverable 12	Task 1.5 Semi Annual Report (7-12/2022)		\$0.00
Deliverable 13	Task 1.3 Monthly Report Feb 2023		\$0.00
Deliverable 14	Task 1.3 Monthly Report March 2023		\$0.00
	<b>Total Budget Amount</b>		<b>\$9,000,000.00</b>

## Appendix B--Definition of Grant Plan

The term “Grant Plan” shall mean

### I. PROJECT NAME/TITLE

Mid-Market/Tenderloin Community-Based Safety Program

### II. PROJECT DESCRIPTION

Grantee shall partner with government agencies and community stakeholders to manage the Mid-Market/Tenderloin Community-Based Safety Program, a program that focuses on forging a path to a thriving community and saving lives through overdose prevention, connecting people to care and service, and increasing the quality of life for workers, residents, and businesses.

### III. PROJECT DEFINITIONS

**City** – City and County of San Francisco, OEWD | Economic Recovery and Regeneration

**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 Initiatives)  
[amy.b.cohen@sfgov.org](mailto:amy.b.cohen@sfgov.org)  
415-554-6649

**Grantee** – Mid-Market Foundation

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

Steve Gibson

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

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

### III. DESCRIPTION OF SERVICES

Grantee shall provide services for the **Mid-Market/Tenderloin Community-Based Safety Program** (“Project”).

The grantee is being asked to expand the Mid-Market Community-Based Safety Program and to implement it in alignment with the goals of the 2022 Tenderloin Emergency Initiative, whose boundaries were the Tenderloin Police District. The grantee will deploy an average of 225 community ambassadors to an approximately 80 block faces in a contiguous area within the boundaries of the operation, for a one-year period. Ambassadors will be deployed daily from 7am to 7pm, except at grantee’s discretion to support special or community events by request and to support business activity on Market Street and other appropriate areas, where hours may extend beyond 7:00pm, for instance to provide coverage to



cultural institution patrons. Grantee's deployment plan will be approved by OEWD with input from key City partners, including Department of Emergency Management and SF Police Department.

Ambassadors will engage with compassion and respect to support people in need, address safety issues, and improve the conditions of the area. Specifically, the grantee will:

- Be responsible for contributing to culture change in the area included in Tenderloin Emergency Initiative by creating a deployment strategy to cover a single contiguous subarea within it
- Coordinate closely with Department of Emergency Management, San Francisco Police Department, including daily coordination with CBDs and City agencies and other ambassador programs, as appropriate.
- Implement ongoing and semi-annual evaluation, including via community surveys
- Plan for program ramp down and transition, beginning with a decrease in funding in FY23
- Plan additional neighborhood improvements that will increase business activity and ultimately reduce the need for safety ambassador services
- Subcontract to one or more vendors who will
  - Take responsibility for a single, contiguous multi-block area, deploying primarily fixed post-style ambassadors
  - Ensure ambassador coverage is efficient across blocks, taking care to deploy the minimum number of ambassadors needed so as to maximize the coverage of the program
  - Coordinate with TLCBD and City-funded ambassador programs working in the same area, including TLCBD park stewards, Tenderloin Merchants ambassadors, and St. Anthony's.
  - Make periodic adjustments to deployment plan based on City and community stakeholder priorities, including extending beyond the initial deployment map to additional community "hot spots", provided the area is safe for ambassadors
  - Hire and train ambassadors who will engage with everyone on the street, with a specific focus on people in need but also generally providing hospitality and a welcoming presence to all residents, workers, visitors, and business owners
  - Hire and train ambassadors who will provide referrals to the Tenderloin Center and other city and nonprofit services for people in need, as well as provide basic information to the public about these services
  - Ensure its team is adequately trained with the most up to date information on weekly coordination goals and service program referrals
  - File 311 requests as issues are identified in any part of the operation's geographic boundary
  - Provide weekly deployment reports and monthly deployment plans which include a fixed monthly cost
  - Maintain an ambassador "hub" in the Tenderloin that will support ambassadors and supervisors in maintaining a safe and healthy presence

## IV. TASKS AND DELIVERABLES

### 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 Monthly report requirements (see below) and a map of current and future deployment.

#### **Task 1.1 Deliverable:**

- Foundational Program Plan (due July 31, 2022)

**Task 1.2** Grantee shall develop a Ramp Down Program Plan which articulates how to shrink deployment over a period of time. Ramp Down Plan should include an FY24 budget proposal and should outline how the initiative could be sustained after this grant, including detail on minimizing numbers of ambassadors deployed per block; handing off roles to other ambassador groups or City agencies; accessing private funding; facilitating community ownership, i.e. transition roles to community stakeholders through activation; efficiency through partnerships with community groups including CBDs and others; and business development plan that will increase business hours and reduce the need for community ambassadors.

#### **Task 1.2 Deliverable:**

- Ramp Down Program Plan (due August 31, 2022)

**Task 1.3** Grantee shall provide Monthly reports to the City's Team within 10 calendar days after each month for the entirety of the grant term, except for the final monthly report, which must be submitted and approved before the end of the grant term. Monthly reports shall include: Total monthly Ambassador hours logged; number block faces with Ambassador presence; number of Ambassadors deployed on average daily; and number of Ambassador FTEs deployed. These numbers should be tallied in a table of cumulative monthly numbers each month.

Monthly reports shall also include cost of current monthly deployment; cost of next month deployment; amount invoiced to OEWD; and a table of cumulative monthly deployment costs for each month;

Reports to also include

- Weekly ambassador deployment summaries for each week with detailed block face locations; and a monthly community hub activity summary.
- Number of positive engagements with neighbors; number of Ambassador de-escalation events; number of Ambassador inviting spaces intervention; number of Ambassador overdose reversals; number of needle disposals; number of trash bags used; number of Ambassador requests for 911 help; number of Ambassador 311 requests.

- 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**

- **July Monthly Report** (due by August 10)
- **August Monthly Report** (due by September 10)
- **September Monthly Report** (due by October 10)
- **October Monthly Report** (due by November 10)
- **November Monthly Report** (due by December 10)
- **December Monthly Report** (due by January 10)
- **January Monthly Report** (due by February 10)
- **February Monthly Report** (due by March 10)
- **March Monthly Report** (due by March 31)

**Task 1.4** Grantee shall provide Quarterly Financial reports to the City's Team within 14 calendar days after each quarter for the entirety of the grant term, except for the final report, which must be submitted and approved before the end of the grant term. Quarterly 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 first quarterly report only).

**Task 1.4 Deliverables**

- **Quarterly Report July to September** (due by October 14)
- **Quarterly Report October to December** (due by January 14)
- **Quarterly Report January to March** (due by March 31)

**Task 1.5** Grantee shall provide Semi-Annual reports to the City's Team within 14 calendar days after each 6-month period, for the entirety of the grant term, except for the final report, which must be submitted and approved before the end of the grant term. Semi-Annual Reports shall include cumulative outputs based on Monthly Report criteria. Data will also include survey results from semi-annual community stakeholder engagement and evaluation surveys. Survey should be developed and shared with City agencies coordinating program evaluation for Tenderloin initiatives.

**Task 1.5 Deliverables**

- **Semi-Annual Report July to December** (due by January 14)

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 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](mailto: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](mailto: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, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
[oezd.ap@sfgov.org](mailto:oezd.ap@sfgov.org)

Re: **MID MARKET/TENDERLOIN COMMUNITY-BASED SAFETY PROGRAM (RFP 217)**

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of **JULY 1, 2022**, between **MID-MARKET FOUNDATION** ("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: **\$ 9,000,000.00**

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.

**MID-MARKET FOUNDATION**

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 1	Task 1.1. Foundational Program Plan	
Deliverable 2	Task 1.2 Ramp Down Program Plan	
Deliverable 3	Task 1.3 Monthly Report Jul 2022	
Deliverable 4	Task 1.3 Monthly Report Aug 2022	
Deliverable 5	Task 1.3 Monthly Report Sep 2022	
	<b>Total Invoice Amount:</b>	

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.**



**Appendix D--Interests In Other City Contracts**

City Department or Commission	Date of Contract	Amount of Contract

**Appendix E--Permitted Subgrantees**

*Urban Alchemy*  
*Urban Place Consulting Group, Inc.*

## Appendix F – Insurance Waiver

**Re: Fw: Compliance Expired: Mid-Market Foundation/Mid Market Tenderloin Community-Based Safety Program - RFP 217**

Rijal, Jeevan (ECN) <jeevan.rijal@sfgov.org>

Mon 8/8/2022 10:59 AM

To: Stephen Gibson <steve@urbanplaceconsulting.com>

Hello Steve,

Thank you for your letter regarding Workers' Compensation coverage, which we will include in the Appendix F of your Mid-Market Foundation grant agreement as part of your documentation of compliance with the Workers' Comp requirement. After consultation with Risk Management and the City Attorney, we will not be waiving the Workers' Compensation requirement, but rather, documenting your compliance. Because you are an employee of Urban Place Consulting Group, Inc., (and not Mid-Market Foundation, which has no employees), we have accepted submission of Workers' Comp coverage from Urban Place Consulting Group, Inc. as evidence of compliance. Urban Place Consulting Group, Inc., has been named as a subgrantee, and all contractual requirement pass through to them and any other subgrantees, per the terms of the agreement.

Please let me know if you have any questions.

Thank you,  
Jeevan

---

**From:** Steve Gibson <steve@urbanplaceconsulting.com>

**Sent:** Monday, August 8, 2022 10:43 AM

**To:** Rijal, Jeevan (ECN) <jeevan.rijal@sfgov.org>

**Subject:** Re: Fw: Compliance Expired: Mid-Market Foundation/Mid Market Tenderloin Community-Based Safety Program - RFP 217

Jeevan, attached is the workers comp waiver request.



August 1, 2022

Grants & Contracts Team  
Office of Economic and Workforce Development  
City and County of San Francisco  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94103

To Whom It May Concern,

Re: **Mid-Market/Tenderloin Community Based Safety Program Year 2.**

Please consider this to be Our formal request for a waiver of the City's standard contracting requirement regarding Workers Compensation Liability insurance. The Mid-Market Foundation does not have any employees, nor will it have any employees during the term of this contract. The Foundation contracts with Urban Place Consulting Group, Inc. to provide administration and management of operations. Urban Place Consulting Group provides the workers compensation insurance. Urban Place is a registered supplier number 29945 to the City of San Francisco.

Thank you,

A handwritten signature in black ink, appearing to read 'Steve Gibson', is written over a light blue horizontal line.

**Steve Gibson**  
**Executive Director**

32 7th Street San Francisco, CA 94103 midmarketbusinessassociation.com

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

**FIRST AMENDMENT  
TO GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
MID-MARKET FOUNDATION**

**MID-MARKET/TENDERLOIN COMMUNITY-BASED SAFETY PROGRAM**

THIS FIRST AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **Fourteenth** day of **November 2022**, in San Francisco, California, by and between **Mid-Market Foundation, a California Non-Profit Public Benefit Corporation** located at **20 Galli Drive Suite A Novato, CA 94949**, 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 A - Mid-Market /Tenderloin Community-Based Safety Program, a 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 **extend the performance period, 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; and

WHEREAS, the San Francisco Board of Supervisors adopted Resolution No. 468-22 on November 8, 2022, approving this Amendment in accordance with the requirements of San Francisco Charter Section 9.118 (the “**Resolution**”).

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, 2022** between Grantee and City,
- 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:

- (b) Article 3.2. Duration of Term** of the Agreement currently reads as follows:

“The term of this Agreement shall commence on **JULY 1, 2022** and expire on **MARCH 31, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed”.

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

“The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2023**.”

- (c) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

“The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **NINE MILLION** Dollars (**\$9,000,000**) during the Term of the Agreement”.

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

“(a) In no event shall the amount of Grant Funds disbursed hereunder exceed **TWENTY MILLION FOUR HUNDRED NINETY THOUSAND Dollars (\$20,490,000)**.

- (d) **Appendix A.** Appendix A, Budget, of the Grant Agreement displays the original total amount of **\$9,000,000**.

Such section is hereby superseded in its entirety by Appendix A-1, Budget, which is attached hereto and incorporated herein by this reference and displays the budget as herein modified.

- (e) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix B-1, which is attached hereto and incorporated herein by this reference and displays the services to be provided under this Amendment.

- (f) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-1, 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 **November 14, 2022**; provided, however, that this Amendment shall not be effective until the later of (a) the date first written above or (b) the effective date of the Resolution
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:**

**GRANTEE:**

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

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.

DocuSigned by:  
*Kate Sofis*  
By: \_\_\_\_\_  
Kate Sofis F98E00C52682407...  
Executive Director

**MID-MARKET FOUNDATION,**  
a **California** nonprofit public benefit corporation

DocuSigned by:  
*Steve Gibson*  
By: \_\_\_\_\_  
1A4C3A67AC16450...  
Name: Steve Gibson

Title: Executive Director

Federal Tax ID Number: 85-0892059

City Supplier Number: 0000047252

**Approved as to Form:**

David Chiu  
City Attorney

DocuSigned by:  
*Vince Brown*  
By: \_\_\_\_\_  
5D88F562E4274BB...  
Vincent L. Brown  
Deputy City Attorney

**Appendix A-1  
Budget**

<b>Deliverable</b>	<b>Description of Deliverable / Payment Trigger</b>	<b>Due Date</b>	<b>Amount</b>
Deliverable 1	Task 1.1. Foundational Program Plan	7/31/2022	\$4,000,000.00
Deliverable 2	Task 1.2 Ramp Down Program Plan	8/31/2022	\$1,000,000.00
Deliverable 3	Task 1.3 Monthly Report July 2022	8/10/2022	\$1,500,000.00
Deliverable 4	Task 1.3 Monthly Report August 2022	9/10/2022	\$1,500,000.00
Deliverable 5	Task 1.3 Monthly Report September 2022	10/10/2022	\$1,000,000.00
Deliverable 6	Task 1.3 Monthly Report October 2022	11/10/2022	\$1,000,000.00
Deliverable 7	Task 1.4 1st Quarterly Report	10/14/2022	\$2,000,000.00
Deliverable 8	Task 1.3 Monthly Report November 2022	12/10/2022	\$1,000,000.00
Deliverable 9	Task 1.3 Monthly Report December 2022	1/10/2023	\$1,000,000.00
Deliverable 10	Task 1.3 Monthly Report January 2023	2/10/2023	\$1,000,000.00
Deliverable 11	Task 1.4 2nd Quarterly Report	1/14/2023	\$1,000,000.00
Deliverable 12	Task 1.5 Semi-Annual Report 1	1/14/2023	\$500,000.00
Deliverable 13	Task 1.3 Monthly Report February 2023	3/10/2023	\$500,000.00
Deliverable 14	Task 1.3 Monthly Report March 2023	4/10/2023	\$500,000.00
Deliverable 15	Task 1.3 Monthly Report April 2023	5/10/2023	\$500,000.00
Deliverable 16	Task 1.4 3rd Quarterly Report	4/14/2023	\$500,000.00
Deliverable 17	Task 1.3 Monthly Report May 2023	6/10/2023	\$500,000.00
Deliverable 18	Task 1.3 Monthly Report June 2023	6/20/2023	\$500,000.00
Deliverable 19	Task 1.4 4th Quarterly Report	6/20/2023	\$500,000.00
Deliverable 20	Task 1.5 Semi-Annual Report 2	6/20/2023	\$490,000.00
	<b>Total Budget Amount</b>		<b>\$20,490,000.00</b>



## **Appendix B-1 Definition of Grant Plan**

The term “Grant Plan” shall mean

### **I. PROJECT NAME/TITLE**

Mid-Market/Tenderloin Community-Based Safety Program

### **II. PROJECT DESCRIPTION**

Grantee shall partner with government agencies and community stakeholders to manage the Mid-Market/Tenderloin Community-Based Safety Program, a program that focuses on forging a path to a thriving community and save lives through overdose prevention, connecting people to care and service, and increasing the quality of life for workers, residents and businesses.

### **III. PROJECT DEFINITIONS**

**City** – City and County of San Francisco, OEWD | Economic Recovery and Regeneration

**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 Initiatives)  
[amy.b.cohen@sfgov.org](mailto:amy.b.cohen@sfgov.org)  
415-554-6649

**Grantee** – Mid-Market Foundation

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

Steve Gibson

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

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

### **III. DESCRIPTION OF SERVICES**

Grantee shall provide services for the **Mid-Market/Tenderloin Community-Based Safety Program** (“Project”).

The grantee will deploy an average of 225 community ambassadors to an approximately 80 block faces in a contiguous area within the boundaries of the operation, for a one-year period. Ambassadors will be deployed daily from 7am to 7pm, except at grantee’s discretion to support special or community events by request and to support business activity on Market Street and other appropriate areas, where hours may extend beyond 7:00pm, for instance to provide coverage to cultural institution patrons. Grantee’s deployment plan will be approved by OEWD with input from key City partners, including Department of Emergency Management and SF Police Department.

Ambassadors will engage with compassion and respect to support people in need, and improve the conditions of the area. Ambassadors will not provide security services and does not engage with

individuals and groups that are involved in illegal activities, such as drug sales, that are the responsibility of the Police.

Specifically, the grantee will:

- Be responsible for contributing to culture change in the area included in Tenderloin Emergency Initiative by creating a deployment strategy to cover a single contiguous subarea within it
- Coordinate closely with Department of Emergency Management, San Francisco Police Department, including daily coordination with CBDs and City agencies and other ambassador programs, as appropriate.
- Implement ongoing and semi-annual evaluation, including via community surveys
- Plan for program ramp down and transition, beginning with a decrease in funding in FY23
- Plan additional neighborhood improvements that will increase business activity and ultimately reduce the need for safety ambassador services
- Subcontract to one or more vendors who will
  - Take responsibility for a single, contiguous multi-block area, deploying primarily fixed post-style ambassadors
  - Ensure ambassador coverage is efficient across blocks, taking care to deploy the minimum number of ambassadors needed so as to maximize the coverage of the program
  - Coordinate with TLCBD and City-funded ambassador programs working in the same area, including TLCBD park stewards, Tenderloin Merchants ambassadors, and St. Anthony's.
  - Make periodic adjustments to deployment plan based on City and community stakeholder priorities, including extending beyond the initial deployment map to additional community "hot spots", provided the area is safe for ambassadors
  - Hire and train ambassadors who will engage with everyone on the street, with a specific focus on people in need but also generally providing hospitality and a welcoming presence to all residents, workers, visitors, and business owners
  - Hire and train ambassadors who will provide referrals to the Tenderloin Center and other city and nonprofit services for people in need, as well as provide basic information to the public about these services
  - Ensure its team is adequately trained with the most up to date information on weekly coordination goals and service program referrals
  - File 311 requests as issues are identified in any part of the operation's geographic boundary
  - Provide weekly deployment reports and monthly deployment plans which include a fixed monthly cost
  - Maintain an ambassador "hub" in the Tenderloin that will support ambassadors and supervisors in maintaining a safe and healthy presence

#### **IV. TASKS AND DELIVERABLES**

##### **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 Monthly report requirements (see below) and a map of current and future deployment.

**Task 1.1 Deliverable:**

- Foundational Program Plan (due July 31, 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, including detail on minimizing numbers of ambassadors deployed per block; handing off roles to other ambassador groups or City agencies; accessing private funding; facilitating community ownership, i.e. transition roles to community stakeholders through activation; efficiency through partnerships with community groups including CBDs and others; and business development plan that will increase business hours and reduce the need for community ambassadors.

**Task 1.2 Deliverable:**

- Ramp Down Program Plan (due August 31, 2022)

**Task 1.3** Grantee shall provide Monthly reports to the City's Team within 14 calendar days after each month for the entirety of the grant term. Monthly reports shall include: Total monthly Ambassador hours logged; number block faces with Ambassador presence; number of Ambassadors deployed on average daily; and number of Ambassador FTEs deployed. These numbers should be tallied in a table of cumulative monthly numbers each month.

Monthly reports shall also include cost of current monthly deployment; cost of next month deployment; amount invoiced to OEWD; and a table of cumulative monthly deployment costs for each month;

Reports to also include

- Weekly ambassador deployment summaries for each week with detailed block face locations; and a monthly community hub activity summary.
- Number of positive engagements with neighbors; number of Ambassador de-escalation events; number of Ambassador inviting spaces intervention; number of Ambassador over dose reversals; number of needle disposals; number of trash bags used; number of Ambassador requests for 911 help; number of Ambassador 311 requests
- 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**

- **July Monthly Report** (due by August 10)
- **August Monthly Report** (due by September 10)
- **September Monthly Report** (due by October 10)
- **October Monthly Report** (due by November 10)

- **November Monthly Report** (due by December 10)
- **December Monthly Report** (due by January 10)
- **January Monthly Report** (due by February 10)
- **February Monthly Report** (due by March 10)
- **March Monthly Report** (due by April 10)
- **April Monthly Report** (due by May 10)
- **May Monthly Report** (due by June 10)
- **June Monthly Report** (due by June 20)

**Task 1.4** Grantee shall provide Quarterly Financial reports to the City's Team within 14 calendar days after each quarter for the entirety of the grant term. Quarterly 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 first quarterly report only).

**Task 1.4 Deliverables**

- **Quarterly Report July to September** (due by October 14)
- **Quarterly Report October to December** (due by January 14)
- **Quarterly Report January to March** (due by April 14)
- **Quarterly Report April to June** (due by June 20)

**Task 1.5** Grantee shall provide Semi-Annual reports to the City's Team within 14 calendar days after each 6-month period, for the entirety of the grant term. Semi-Annual Reports shall include cumulative outputs based on Monthly Report criteria. Data will also include survey results from semi-annual community stakeholder engagement and evaluation surveys. Survey should be developed and shared with City agencies coordinating program evaluation for Tenderloin initiatives.

**Task 1.5 Deliverables**

- **Semi-Annual Report July to December** (due by January 14)
- **Semi-Annual Report January to June** (due by June 20)

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

## Appendix C-1 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](mailto: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](mailto: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, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
[owd.ap@sfgov.org](mailto:owd.ap@sfgov.org)

Re: **MID-MARKET/TENDERLOIN COMMUNITY-BASED SAFETY PROGRAM –  
FIRST AMENDMENT, PO # 0000648932**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **JULY 1, 2022**, between **MID-MARKET FOUNDATION** (“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: \$ **20,490,000.00**

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.

**MID-MARKET FOUNDATION**

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 2	Task 1.2 Ramp Down Program Plan	
Deliverable 3	Task 1.3 Monthly Report July 2022	
Deliverable 4	Task 1.3 Monthly Report August 2022	
Deliverable 5	Task 1.3 Monthly Report September 2022	
Deliverable 6	Task 1.3 Monthly Report October 2022	
Deliverable 7	Task 1.4 1st Quarterly Report	
Deliverable 8	Task 1.3 Monthly Report November 2022	
Deliverable 9	Task 1.3 Monthly Report December 2022	
Deliverable 10	Task 1.3 Monthly Report January 2023	
Deliverable 11	Task 1.4 2nd Quarterly Report	
Deliverable 12	Task 1.5 Semi-Annual Report 1	
Deliverable 13	Task 1.3 Monthly Report February 2023	
Deliverable 14	Task 1.3 Monthly Report March 2023	
Deliverable 15	Task 1.3 Monthly Report April 2023	
Deliverable 16	Task 1.4 3rd Quarterly Report	
Deliverable 17	Task 1.3 Monthly Report May 2023	
Deliverable 18	Task 1.3 Monthly Report June 2023	
Deliverable 19	Task 1.4 4th Quarterly Report	
Deliverable 20	Task 1.5 Semi-Annual Report 2	
	<b>Total Invoice Amount:</b>	

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.**

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

**SECOND AMENDMENT  
TO GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
MID-MARKET FOUNDATION**

**MID-MARKET/TENDERLOIN COMMUNITY-BASED SAFETY PROGRAM**

THIS SECOND AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **Twenty-first** day of **March 2023**, in San Francisco, California, by and between **Mid-Market Foundation, a California Non-Profit Public Benefit Corporation** located at **20 Galli Drive, Suite A, Novato, California, 94949**, hereinafter referred to as (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Office of Economic and Workforce Development (“OEWD”).

**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 A - Mid-Market/Tenderloin Community-Based Safety Program, a 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, the San Francisco Board of Supervisors adopted Resolution No. 468-22 on November 8, 2022, approving a First Amendment in accordance with the requirements of San Francisco Charter Section 9.118.

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

WHEREAS, the San Francisco Board of Supervisors adopted Resolution No. 110-23 on March 21, 2023, approving this Amendment in accordance with the requirements of San Francisco Charter Section 9.118 (the “**Resolution**”).

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, 2022** between Grantee and City, as amended by the:

**First Amendment, dated November 14, 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 3.2. Duration of Term** of the Agreement currently reads as follows:

The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2023**.

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

The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** and (b) the effective date specified in Section 3.2. Such term shall end on **OCTOBER 15, 2023** unless earlier terminated as provided herein.

**(b) Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

“The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **TWENTY MILLION FOUR HUNDRED NINETY THOUSAND** Dollars **(\$20,490,000)** during the Term of the Agreement”.

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 **THIRTY MILLION NINETY THOUSAND FIVE HUNDRED SEVENTY Dollars (\$30,090,570).**”

**(c) Section 16.20. of the Agreement is amended and restated in its entirety to read as “Reserved”.**

**(d) Section 16.21 Compliance with Applicable Law.** Section 16.21 of the Agreement is hereby amended and restated in its entirety and shall hereinafter read as follows:

**“16.21. Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City’s Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such laws and regulations. Grantee agrees to maintain its good standing as a nonprofit corporation at all times during the term of this Agreement. This agreement to maintain good standing includes, without limitation, Grantee’s continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General’s Registry of Charitable Trusts, and any other applicable agency or entity having jurisdiction over Grantee. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City’s request, Grantee shall provide documentation demonstrating its compliance with all applicable legal requirements. If Grantee will use any subcontractors, subgrantees, or subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with all applicable legal requirements at the time of grant execution and

for the duration of the Agreement. Any failure by Grantee or any subcontractors, subgrantees, or subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.”

- (e) **Appendix A.** Appendix A-1, Budget, of the First Amendment, displays the previously amended total amount of **\$20,490,000**.

Such section is hereby superseded in its entirety by Appendix A-2, Budget, which is attached hereto and incorporated herein by this reference and displays the budget as herein modified.

- (f) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement describes the services to be provided.

Such section is hereby superseded in its entirety by Appendix B-2, which is attached hereto and incorporated herein by this reference and displays the services to be provided under this Amendment.

- (g) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement describes 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 **March 21, 2023**; provided, however, that this Amendment shall not be effective until the later of (a) the date first written above or (b) the effective date of the Resolution.
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: \_\_\_\_\_  
F98E00C52682407...  
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.

**MID-MARKET FOUNDATION,**  
a **California** nonprofit public benefit corporation

DocuSigned by:  
*Steve Gibson*  
By: \_\_\_\_\_  
1A4C3A67AC16450...  
Name: Steve Gibson  
Title: Executive Director  
Federal Tax ID Number: 85-0892059  
City Supplier Number: 0000047252

**Approved as to Form:**

David Chiu  
City Attorney

DocuSigned by:  
*Vincent Brown*  
By: \_\_\_\_\_  
5D88F562E4274BB...  
Vincent L. Brown  
Deputy City Attorney

**Appendix A-2  
Budget**

<b>Budget Line Item</b>	<b>Description</b>	<b>Due Date</b>	<b>Amount</b>
Deliverable 1	Task 1.1. Foundational Program Plan	7/31/2022	\$4,000,000.00
Deliverable 2	Task 1.2 Ramp Down Program Plan	8/31/2022	\$1,000,000.00
Deliverable 3	Task 1.3 Monthly Report July 2022	8/10/2022	\$1,500,000.00
Deliverable 4	Task 1.3 Monthly Report August 2022	9/10/2022	\$1,500,000.00
Deliverable 5	Task 1.3 Monthly Report September 2022	10/10/2022	\$1,000,000.00
Deliverable 6	Task 1.3 Monthly Report October 2022	11/10/2022	\$1,000,000.00
Deliverable 7	Task 1.4 1st Quarterly Report	10/14/2022	\$2,000,000.00
Deliverable 8	Task 1.3 Monthly Report November 2022	12/10/2022	\$1,000,000.00
Deliverable 9	Task 1.3 Monthly Report December 2022	1/10/2023	\$2,000,000.00
Deliverable 10	Task 1.3 Monthly Report January 2023	2/10/2023	\$1,000,000.00
Deliverable 11	Task 1.4 2nd Quarterly Report	1/14/2023	\$2,000,000.00
Deliverable 12	Task 1.5 Semi-Annual Report 1	1/14/2023	\$1,500,000.00
Deliverable 13	Task 1.3 Monthly Report February 2023	3/10/2023	\$100,000.00
Deliverable 14	Task 1.3 Monthly Report March 2023	4/10/2023	\$100,000.00
Deliverable 15	Task 1.3 Monthly Report April 2023	5/10/2023	\$850,000.00
Deliverable 16	Task 1.4 3rd Quarterly Report	4/14/2023	\$900,570.00
Deliverable 17	Task 1.3 Monthly Report May 2023	6/10/2023	\$850,000.00
Deliverable 18	Task 1.3 Monthly Report June 2023	7/10/2023	\$700,000.00
Deliverable 19	Task 1.4 4th Quarterly Report	7/10/2023	\$500,000.00
Deliverable 20	Task 1.5 Semi-Annual Report 2	7/10/2023	\$90,000.00
Deliverable 21	Task 1.3 Monthly Report July 2023	8/10/2023	\$1,000,000.00
Deliverable 22	Task 1.3 Monthly Report August 2023	9/10/2023	\$1,000,000.00
Deliverable 23	Task 1.3 Monthly Report September 2023	10/10/2023	\$1,000,000.00
Deliverable 24	Task 1.4 5th Quarterly Report	10/10/2023	\$1,000,000.00
Deliverable 25	Task 1.5 Semi-Annual Report 3	10/10/2023	\$2,500,000.00
		<b>Total Amount:</b>	<b>\$30,090,570.00</b>

## **Appendix B-2 Definition of Grant Plan**

The term “Grant Plan” shall mean

### **I. PROJECT NAME/TITLE**

Mid-Market/Tenderloin Community-Based Safety Program

### **II. PROJECT DESCRIPTION**

Grantee shall partner with government agencies and community stakeholders to manage the Mid-Market/Tenderloin Community-Based Safety Program, a program that focuses on forging a path to a thriving community and save lives through overdose prevention, connecting people to care and service, and increasing the quality of life for workers, residents and businesses.

### **III. PROJECT DEFINITIONS**

**City** – City and County of San Francisco, OEWD | Economic Recovery and Regeneration

**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:

Patrick Santoro, Senior Community Development Specialist I  
[patrick.santoro@sfgov.org](mailto:patrick.santoro@sfgov.org)

Crezia Tano, Chief Operating Officer  
[crezia.tano@sfgov.org](mailto:crezia.tano@sfgov.org)  
415-554-5185

**Grantee** – Mid-Market Foundation

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

Steve Gibson

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

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

### **IV. DESCRIPTION OF SERVICES**

Grantee shall provide services for the **Mid-Market/Tenderloin Community-Based Safety Program** (“Project”).

The grantee will deploy an average of 225 community ambassadors to an approximately 80 block faces in a contiguous area within the boundaries of the operation, for a one-year period, including approximately 20 additional dedicated ambassadors in and around UN Plaza for a 3-month period beginning in January

2023. Ambassadors will be deployed daily from 7am to 7pm, except at grantee's discretion to support special or community events by request and to support business activity on Market Street and other appropriate areas, where hours may extend beyond 7:00 pm, for instance to provide coverage to cultural institution patrons. Grantee's deployment plan and all additional deliverables will be approved by OEWD once they have been approved by the Department of Emergency Management.

Ambassadors' roles with respect to safety are to provide a physical presence in the neighborhood, engaging with people who may need support (for a variety of health and safety reasons), and coordinating with and providing situationally appropriate referrals to other entities, which may include the police via calls to 911, DPH's Street Response Team, or other appropriate City agencies or nonprofit organizations. Ambassadors are to be *facilitators* of safety services, as opposed to the parties intervening in potentially dangerous situations, more appropriately handled by the police.

Ambassadors will engage with compassion and respect to support people in need, and improve the conditions of the area. Ambassadors will provide safety services as appropriate and delegate and report high risk activities or potentially dangerous situations, such as drug sales or violent activity, to the responsibility of the Police.

Specifically, the grantee will:

- Be responsible for contributing to culture change in the area included in Tenderloin Emergency Initiative by creating a deployment strategy to cover a single contiguous subarea within it
- Coordinate closely with Department of Emergency Management, San Francisco Police Department, including daily coordination with CBDs and City agencies and other ambassador programs, as appropriate.
- Implement ongoing and semi-annual evaluation, including via community surveys
- Plan additional neighborhood improvements that will increase business activity and ultimately reduce the need for safety ambassador services
- Subcontract to one or more vendors who will
  - Take responsibility for a single, contiguous multi-block area, deploying primarily fixed post-style ambassadors
  - Ensure ambassador coverage is efficient across blocks, taking care to deploy the minimum number of ambassadors needed so as to maximize the coverage of the program
  - Coordinate with TLCBD and City-funded ambassador programs working in the same area, including TLCBD park stewards, Tenderloin Merchants ambassadors, and St. Anthony's.
  - Make periodic adjustments to deployment plan based on City and community stakeholder priorities, including extending beyond the initial deployment map to additional community "hot spots", provided the area is safe for ambassadors
  - Provide training to its employees on their interaction with members of the public exercising constitutional rights of freedom of speech, assembly, and the practice of religion, and/or the right to peacefully remain, as applicable, in public forums."



- Hire and train ambassadors who will engage with everyone on the street, with a specific focus on people in need but also generally providing hospitality and a welcoming presence to all residents, workers, visitors, and business owners
- Hire and train ambassadors who will provide referrals to city and nonprofit services for people in need, as well as provide basic information to the public about these services
- Ensure its team is adequately trained with the most up to date information on weekly coordination goals and service program referrals
- File 311 requests as issues are identified in any part of the operation's geographic boundary
- Provide weekly deployment reports and monthly deployment plans which include a fixed monthly cost
- Maintain an ambassador "hub" in the Tenderloin that will support ambassadors and supervisors in maintaining a safe and healthy presence

Grantee shall provide training to its employees on their interaction with members of the public exercising constitutional rights of freedom of speech, assembly, and the practice of religion, and/or the right to peacefully remain, as applicable, in public forums.

**Prevailing Wages.** Grantee agrees to comply with, and require its contractors to pay, prevailing wages for any labor in connection with a "public work" as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction or maintenance work if paid for in whole or in part out of public funds). Grantee agrees to provide evidence to City of the payment of prevailing wages upon request, and to cooperate with the City in any investigation relating to this requirement.

#### **IV. TASKS AND DELIVERABLES**

##### **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 Monthly report requirements (see below) and a map of current and future deployment.

##### **Task 1.1 Deliverable:**

- Foundational Program Plan (due July 31, 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, including detail on minimizing numbers of ambassadors deployed per block; handing off roles to other ambassador

groups or City agencies; accessing private funding; facilitating community ownership, i.e. transition roles to community stakeholders through activation; efficiency through partnerships with community groups including CBDs and others; and business development plan that will increase business hours and reduce the need for community ambassadors.

**Task 1.2 Deliverable:**

- Ramp Down Program Plan (due August 31, 2022)

**Task 1.3** Grantee shall provide Monthly reports to the City's Team within 14 calendar days after each month for the entirety of the grant term. Monthly reports shall include: Total monthly Ambassador hours logged; number block faces with Ambassador presence; number of Ambassadors deployed on average daily; and number of Ambassador FTEs deployed. These numbers should be tallied in a table of cumulative monthly numbers each month.

Monthly reports shall also include cost of current monthly deployment; cost of next month deployment; amount invoiced to OEWD; and a table of cumulative monthly deployment costs for each month;

Reports to also include

- Weekly ambassador deployment summaries for each week with detailed block face locations; and a monthly community hub activity summary.
- Number of positive engagements with neighbors; number of Ambassador de-escalation events; number of Ambassador inviting spaces intervention; number of Ambassador over dose reversals; number of needle disposals; number of trash bags used; number of Ambassador requests for 911 help; number of Ambassador 311 requests
- 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**

- **July 2022 Monthly Report** (due by August 10, 2022)
- **August 2022 Monthly Report** (due by September 10, 2022)
- **September 2022 Monthly Report** (due by October 10, 2022)
- **October 2022 Monthly Report** (due by November 10, 2022)
- **November 2022 Monthly Report** (due by December 10, 2022)
- **December 2022 Monthly Report** (due by January 10, 2023)
- **January 2023 Monthly Report** (due by February 10, 2023)
- **February 2023 Monthly Report** (due by March 10, 2023)
- **March 2023 Monthly Report** (due by April 10, 2023)
- **April 2023 Monthly Report** (due by May 10, 2023)
- **May 2023 Monthly Report** (due by June 10, 2023)
- **June 2023 Monthly Report** (due by June 20, 2023)
- **July 2023 Monthly Report** (due by August 10, 2023)
- **August 2023 Monthly Report** (due by September 10, 2023)
- **September 2023 Monthly Report** (due by October 10, 2023)

**Task 1.4** Grantee shall provide Quarterly Financial reports to the City's Team within 14 calendar days after each quarter for the entirety of the grant term. Quarterly 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 first quarterly report only).

**Task 1.4 Deliverables**

- **Quarterly Report July to September 2022** (due by October 14, 2022)
- **Quarterly Report October to December 2022** (due by January 14, 2023)
- **Quarterly Report January to March 2023** (due by April 14, 2023)
- **Quarterly Report April to June 2023** (due by June 20, 2023)
- **Quarterly Report July to September 2023** (due by October 10, 2023)

**Task 1.5** Grantee shall provide Semi-Annual reports to the City's Team within 14 calendar days after each 6-month period, for the entirety of the grant term. Semi-Annual Reports shall include cumulative outputs based on Monthly Report criteria. Data will also include survey results from semi-annual community stakeholder engagement and evaluation surveys. Survey should be developed and shared with City agencies coordinating program evaluation for Tenderloin initiatives.

**Task 1.5 Deliverables**

- **Semi-Annual Report 1 July to December 2022** (due by January 14, 2023)
- **Semi-Annual Report 2 January to June 2023** (due by June 20, 2023)
- **Semi-Annual Report 3 July to October 2023** (due by October 10, 2023)

Grantee will be paid based on deliverables which must be completed, submitted, and approved by the Department of Emergency Management and the Project Manager 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](mailto: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, 5<sup>th</sup> Floor  
San Francisco, CA 94103  
[oezd.ap@sfgov.org](mailto:oezd.ap@sfgov.org)

Re: **MID-MARKET/TENDERLOIN COMMUNITY-BASED SAFETY PROGRAM –  
2nd AMENDMENT**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **JULY 1, 2022**, between **MID-MARKET FOUNDATION** (“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: \$ **30,090,570.00**

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.

**MID-MARKET FOUNDATION, a California Non-Profit Public Benefit 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 12	Task 1.5 Semi-Annual Report 1	
Deliverable 13	Task 1.3 Monthly Report February 2023	
Deliverable 14	Task 1.3 Monthly Report March 2023	
Deliverable 15	Task 1.3 Monthly Report April 2023	
Deliverable 16	Task 1.4 3rd Quarterly Report	
Deliverable 17	Task 1.3 Monthly Report May 2023	
Deliverable 18	Task 1.3 Monthly Report June 2023	
Deliverable 19	Task 1.4 4th Quarterly Report	
Deliverable 20	Task 1.5 Semi-Annual Report 2	
Deliverable 21	Task 1.3 Monthly Report July 2023	
Deliverable 22	Task 1.3 Monthly Report August 2023	
Deliverable 23	Task 1.3 Monthly Report September 2023	
Deliverable 24	Task 1.4 5th Quarterly Report	
Deliverable 25	Task 1.5 Semi-Annual Report 3	
	<b>Total Invoice Amount:</b>	

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.**



OFFICE OF THE MAYOR  
SAN FRANCISCO



RECEIVED  
LONDON N. BREED  
SAN FRANCISCO MAYOR  
2023 MAY 31 9:05 AM  
BY *[Signature]*

To: Angela Calvillo, Clerk of the Board of Supervisors  
From: Anna Duning, Mayor's Budget Director  
Date: June 1, 2023  
Re: Mayor's FY 2023-24 and FY 2024-25 Budget Submission

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Madam Clerk,

In accordance with City and County of San Francisco Charter, Article IX, Section 9.100, the Mayor's Office hereby submits the Mayor's proposed budget by June 1<sup>st</sup>, corresponding legislation, and related materials for Fiscal Year (FY) 2023-24 and FY 2024-25.

In addition to the Mayor's Proposed FY 2023-24 and FY 2024-25 Budget Book, the following items are included in the Mayor's submission:

- The Annual Appropriation Ordinance and Annual Salary Ordinance, along with Administrative Provisions
- The proposed budget for the Office of Community Investment and Infrastructure for FY 2023-24
- The Airport Annual Salary Ordinance Supplemental for FY 2023-24
- The Port of San Francisco Annual Salary Ordinance Supplemental for FY 2023-24 and Annual Appropriation Ordinance Supplemental for FY 2023-24
- The Public Utilities Commission Capital Budget for FY 2023-24 and Annual Appropriation Ordinance Supplemental for FY 2023-24
- 34 separate pieces of trailing legislation (see list attached)
- A Transfer of Function letter detailing the transfer of positions from one City department to another
- An Interim Exception letter
- A letter addressing funding levels for nonprofit corporations or public entities for the coming two fiscal years
- Memo to the Board President requesting for 30-day rule waivers on ordinances

Please note the following:

- Technical adjustments to the June 1 budget are being prepared, but are not submitted with this set of materials.

Sincerely,

*[Signature]*  
Anna Duning  
Mayor's Budget Director

cc: Members of the Board of Supervisors  
Budget & Legislative Analyst's Office  
Controller

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2023 JUN -1 PM 2:34  
BY *[Signature]*

<b>DEPT</b>	<b>Item</b>	<b>Description</b>	<b>Type of Legislation</b>	<b>File #</b>
ADM	Code Amendment	Amending the Administrative Code to eliminate the Annual Joint Fundraising Drive	Ordinance	230648
ADM	Code Amendment	Amending the Administrative and Environment Codes to reduce reporting burdens, so as to update insurance manuals when requested or necessary, instead of on an annual basis, and eliminating some scheduled reports	Ordinance	230647
ADM	Code Amendment	Amending the Administrative Code relating to Technology Commodities and Services Procurements, to eliminate the Tech Marketplace fee	Ordinance	230649
ADM	Continuing Prop J	City Administrator's Office convention facility management services, Real Estate custodial services, and Fleet and Real Estate security services	Resolution	230672
BOS	Continuing Prop J	Board of Supervisors Budget and Legislative Analyst Services for FY 2023-24	Resolution	230672
CON	Access Line Tax (ALT) Tax Rates	Sets Access Line Tax in line with 2023 Consumer Price Index. Revenues assumed in budget.	Ordinance	230676
CON	Neighborhood Beautification Fund	Neighborhood Beautification and Graffiti Clean-Up Fund Option (now known as the Community Challenge Grant Program)	Ordinance	230668
DBI	Department of Building Inspection Fee Changes	Changing the fee structure for DBI fees that are charged for permitting and inspection	Ordinance	230658
DEC	Early Care and Education Commercial Rents Tax Baseline	Amending the baseline funding requirements for early care and education programs to enable the City to use Early Care and Education Commercial Rents Tax revenues for those programs	Ordinance	230661
DEC	Early Care and Education, Commercial Rents Tax Deductions	Amending the Business and Tax Regulations Code relating to the Early Care and Education Commercial Rents Tax Sublessor Deduction	Ordinance	230660
DEM	EMSA Fee Changes	Updating medical services fees due to annual adjustments for the purposes of funding trauma and pediatric centers. Fees also required for certain additional services.	Ordinance	230659

DPH	Patient Rates	Amending the Health Code to set patient rates and rates for other services provided by the Department of Public Health.	Ordinance	230662
DPH	Recurring State Grants	Accept and expend for annual, recurring state grant funds.	Resolution	230677
DPH	Managed Care Rates	Amending the Health Code to set managed care rates provided by the Department of Public Health.	Ordinance	230650
DPH	Public Health Foundation MOU	MOU between DPH and San Francisco Public Health Foundation to establish roles and responsibilities for purposes of fundraising and capital projects	Resolution	230673
DPH	Hospital Foundation MOU	MOU between DPH and San Francisco General Hospital Foundation to establish roles and responsibilities for purposes of fundraising and capital projects	Resolution	230674
DPH	Mobile Crisis Grant	Grant agreement between DPH and Advocates for Human Potential Inc. for anticipated revenue that support behavioral health mobile crisis and non-mobile crisis services	Resolution	230679
DPH	Continuing Prop J	Department of Public Health Security Services	Resolution	230672
DPW	Continuing Prop J	Department of Public Works Security Services for FY 2023-24	Resolution	230672
ECN	Contract Amendment - MidMarket Foundation	Contract amendment to reflect budgeted funding levels for the Mid-Market Foundation - Mid-Market/Tenderloin Community-Based Safety Program	Resolution	230681
ECN	Contract Amendment – San Francisco Tourism Improvement District Management Corporation	Contract amendment to reflect budgeted funding levels for the San Francisco Tourism Improvement District Management Corporation – Downtown Welcome Ambassador Program	Resolution	230680
ECN	Film Commission Fee Changes	Increase of filming fees for the SF Film Commission	Ordinance	230651
HOM	CAAP Legislation	Annual legislation for CAAP housing, required if appropriations for HSH fund exceed \$11.9 million, including expenditure details and explanation of benefits provided	Resolution	230675
HOM	Continuing Prop J	Homelessness and Supportive Housing security services	Resolution	230672

HSA	Continuing Prop J	Human Services Agency Security Services for FY 2023-24	Resolution	230672
HSH/ DPH	Funding Reallocation - Our City, Our Home Homelessness Gross Receipts Tax	Ordinance reallocating approximately \$60,000,000 in unencumbered revenues from the Our City, Our Home Fund to allow the City to use revenues from the Homelessness Gross Receipts Tax to provide services to prevent homelessness.	Ordinance	230657
LIB	Friends of the Library A&E	Annual Accept & Expend legislation for the SFPL's Friends of the Library Fund	Resolution	230678
MOHCD	Continuing Prop J	Mayor's Office of Housing and Community Development security services for undeveloped real property	Resolution	230672
OCII	OCII Interim Budget Resolution	OCII Interim Budget Resolution	Resolution	230670
	Citywide Tax Changes	Gross Receipts Tax Rate Increase Postponement and Credits for Opening City Location	Ordinance (Introduced)	File No. 230155
REG	Continuing Prop J	Department of Elections Envelope Assembly Services for FY 2023-24	Resolution	230672
REG	Ballot Arguments Opt-Out	Legislation for CCSF opt out of arguments on ballots required in AB 1416	Ordinance	230663
SHF	Continuing Prop J	Sheriff's Department County Jails Food Services for FY 2023-24	Resolution	230672
TTX	First Year Free	Continues waiving certain small business first-year permit, license, and business registration fees	Ordinance	230664



## San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 230681

Bid/RFP #:

### Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

#### 1. FILING INFORMATION

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Crezia Tano	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
021 Economic & workforce Development	crezia.tano@sfgov.org



5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> Mid-Market Foundation	<b>TELEPHONE NUMBER</b> 562-243-3389
<b>STREET ADDRESS (including City, State and Zip Code)</b> 20 Galli Drive, Suite A, Novato, CA 94949	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 230681
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> \$61,090,570		
<b>NATURE OF THE CONTRACT (Please describe)</b> Third Amendment to the grant agreement ("Contract") between the City and County of San Francisco and Mid-Market Foundation ("Contractor") for Ambassador Services for a total not to exceed amount of \$61,090,570 for the period of July 1, 2022, through June 30, 2025.		

7. COMMENTS
The second amendment to this contract was approved by the Board of Supervisors on March 21, 2023 for \$33,590,570.

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Slance	Kelly	Board of Directors
2	Tyree	Hilary	Board of Directors
3	Vartanian	Ani	Board of Directors
4	Bailard	Rhiannon	Board of Directors
5	Young	Max	Board of Directors
6	Robinson	Kate	Board of Directors
7	Hull	Amy	Board of Directors
8	Gibson	Steve	Other Principal Officer
9	Pujals	Fernando	Other Principal Officer
10	Urban Alchemy		Subcontractor
11	Urban Place Consulting		Subcontractor
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

**I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
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OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Tom Paulino, Liaison to the Board of Supervisors  
RE: Grant Agreement Amendment - Mid-Market Foundation - Mid  
-Market/Tenderloin Community-Based Safety Program – Not to Exceed  
\$61,090,570  
DATE: June 1, 2023

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**Resolution Approving Amendment No. 3 to a grant agreement between the Office of Economic and Workforce Development and Mid-Market Foundation, for management of the Mid-Market /Tenderloin Community-Based Safety Program; to increase the grant amount by \$31,000,000 for a total not to exceed amount of \$61,090,570 for the period of July 1, 2022, through June 30, 2025; to commence following approval by the Board of Supervisors; and to authorize the Director of the Office of Economic and Workforce Development to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract.**

Should you have any questions, please contact Tom Paulino at 415-554-6153.