

File No. 240025

Committee Item No. 14

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date January 24, 2024

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

#### Cmte Board

- Motion
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- Legislative Digest
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- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
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- Grant Information Form
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#### OTHER (Use back side if additional space is needed)

- Notice of Intent to Enter Into Grant Agreement
- MYR Presentation 1/24/2024
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
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Completed by: Brent Jalipa Date January 18, 2024,

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

1 [Accept and Expend Grant - San Francisco Special Events Committee - APEC-Related  
2 Overtime Costs - Total Amount of Up to \$6,500,000]

3 **Resolution authorizing the Police Department to accept and expend a grant in two**  
4 **payment installments with an initial payment of \$5,000,000 followed by a payment of**  
5 **available funds of up to \$1,500,000 for a total amount of up to \$6,500,000 from the San**  
6 **Francisco Special Events Committee nonprofit to fund overtime costs incurred by the**  
7 **Police Department in support of the City’s hosting of the Asia-Pacific Economic**  
8 **Cooperation (APEC) Summit in November 2023; approving the associated grant**  
9 **agreement; and authorizing the Chief of Police to enter into modifications to the Grant**  
10 **Agreement that do not materially increase the obligations or liabilities to the City and**  
11 **are necessary to effectuate the purposes of the Grant Agreement or this Resolution.**

12  
13 WHEREAS, San Francisco hosted the 30th Asia-Pacific Economic Cooperation  
14 (“APEC”) Leaders’ Summit, from November 11 to 17, 2023; and

15 WHEREAS, APEC was the largest gathering of international leaders in San Francisco  
16 since the signing of the U.N. Charter in 1945 and was attended by President Biden, Vice  
17 President Harris, various U.S. Cabinet members and leaders and officials from APEC’s 21  
18 member economies, including the heads of state of China, Japan, Canada, Australia,  
19 Singapore and Thailand; and

20 WHEREAS, APEC placed San Francisco on the center of the world stage, bringing  
21 together leaders from the Asia-Pacific region to discuss and collaborate on regional  
22 challenges, including sustainability, digitalization, women’s economic empowerment, trade  
23 facilitation, energy security, food security, and health. The APEC meetings also included the  
24 APEC CEO Summit, in which major company CEOs, thought leaders and other stakeholders

1 convened for robust dialogue and engagement on global challenges including climate change,  
2 equitable growth and supply chain resilience; and

3 WHEREAS, APEC showcased San Francisco as a global city and highlighted San  
4 Francisco's long-standing and extensive economic and cultural ties to the Asia-Pacific region;  
5 and

6 WHEREAS, APEC brought thousands of attendees from around the world, including  
7 foreign delegations, business and policy stakeholders, and approximately 2,000 journalists,  
8 who congregated at various locations, including City-owned facilities like the Moscone Center,  
9 stayed in San Francisco hotels, and patronized San Francisco restaurants, shops and cultural  
10 destinations; and

11 WHEREAS, APEC was an unprecedented large-scale event that posed unique security  
12 and logistical challenges. San Francisco met these challenges through the dedication and  
13 extensive preparation of various City departments, including the San Francisco Police  
14 Department (SFPD); SFPD provided planned, full mobilization during the week of APEC to  
15 provide safety, security, event facilitation, traffic management and other logistical support to  
16 assist and protect residents and visitors alike; this was the first planned and longest duration  
17 full mobilization of its kind, which included unprecedented mutual aid support from other  
18 California jurisdictions; and

19 WHEREAS, APEC required coordination between SFPD and other City departments  
20 and various Federal agencies, including the White House, U.S. Secret Service and the State  
21 Department, and State agencies, like the California Highway Patrol (CHP), to implement  
22 robust security and operational plans while minimizing impacts to the public; the U.S.  
23 Department of Homeland Security designated APEC as a National Special Security Event  
24 (NSSE) between November 15 and 18, which allowed the federal government to fully  
25 implement event security and incident management plans to ensure the safety of all event

1 participants and residents, with the assistance of local law enforcement personnel; this was  
2 the first time an NSSE event had ever occurred in the State of California; in addition to  
3 deploying all uniformed SFPD officers for duty during APEC, San Francisco worked with  
4 1,148 CHP officers and 168 mutual aid officers from other regional police departments that  
5 contributed to the security efforts for the event; and

6 WHEREAS, SFPD staff logged approximately \$8,800,000 in overtime hours during the  
7 week of APEC; additional City departments, including the Sheriff's Department, Fire  
8 Department and Department of Emergency Management also logged overtime during the  
9 week of APEC; and

10 WHEREAS, The efforts of SFPD and other City department workers ensured that  
11 APEC was a safe event, largely free of any violent incidents or major disturbances, providing  
12 for a secure environment for gathered world leaders, participants and residents, while also  
13 providing safety in and around large, peaceful protests; and

14 WHEREAS, The San Francisco Special Events Committee (SEC) is a 501(c)(3)  
15 nonprofit dedicated to planning, supporting and implementing San Francisco City and County-  
16 related special events that have civic or cultural importance; consistent with a behested  
17 payments waiver granted by the Board of Supervisors by Resolution No. 294-23, SEC worked  
18 with various City officials in the months leading up to APEC to raise over \$20,000,000 in  
19 donations from philanthropic organizations and private companies in support of APEC; and

20 WHEREAS, SEC used these funds in cooperation with the San Francisco Office of  
21 Protocol and other civic leaders to organize, implement and host various APEC-related  
22 events, including a kick-off reception featuring President Biden and Vice President Harris and  
23 other events attended by APEC foreign delegations, participants and press; and

24 WHEREAS, SEC also provided over \$1,100,000 in funds in hotel rooms for first  
25 responders, including those visiting from other jurisdictions to assist with APEC; SEC also

1 provided administrative support, project management, volunteer coordination and consulting  
2 and communications services to make APEC a success; and

3 WHEREAS, SEC has funds remaining from the over \$20,000,000 it raised and wishes  
4 to grant these funds to the City and County of San Francisco for costs incurred from APEC  
5 and SEC is offering a grant to SFPD of up to \$6,500,000 to cover most of the overtime costs  
6 charged by SFPD during the week of APEC; and

7 WHEREAS, SEC is offering the grant in two payments; the first payment consists of  
8 \$5,000,000 to be delivered at a practicable time following the approval of this Resolution; the  
9 second payment will be made after SEC pays other of its remaining APEC balances and is  
10 anticipated to be up to an additional \$1,500,000 with payment expected later in the first  
11 quarter of 2024; and

12 WHEREAS, SEC and the City are prepared to enter into a Grant Agreement  
13 effectuating the payment of this grant and memorializing certain conditions, such as the  
14 requirement that the funds be used to pay SFPD overtime costs incurred during APEC; now,  
15 therefore be it

16 RESOLVED, That the Board of Supervisors hereby authorizes the Chief of Police or his  
17 designee to enter into the Grant Agreement with SEC, including any amendments thereof,  
18 pursuant to Charter, Section 9.118(a); and, be it

19 FURTHER RESOLVED, That the Board of Supervisors authorizes SFPD to accept and  
20 expend up to \$6,500,000 in grant funds from SEC to pay SFPD overtime costs incurred during  
21 APEC; and, be it

22 FURTHER RESOLVED, That the City agrees to abide by the terms and conditions of  
23 the Grant Agreement with SEC; and, be it

24 FURTHER RESOLVED, That the Board of Supervisors authorizes the Chief of Police  
25 to enter into any modifications and amendments to the Grant Agreement and authorizes the

1 Chief of Police to execute further agreements related to the Grant that the Chief of Police  
2 determines, in consultation with the City Attorney, are in the best interests of the City and do  
3 not materially increase the obligations or liabilities of the City, are necessary or advisable to  
4 effectuate the purposes of the Grant or this Resolution, and are in compliance with all  
5 applicable laws, including the City's Charter; and, be it

6 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully  
7 executed by all parties, the Police Department shall provide the final agreement to the Clerk of  
8 the Board for inclusion into the official file.

9

10 APPROVED:       /s/        
11 Mayor's Office

12

13 APPROVED:       /s/        
14 Ben Rosenfield  
15 Controller

16

17

18 Recommended:  
19       /s/        
20 William Scott  
21 Chief of Police

22

23

24

25



# Asia-Pacific Economic Cooperation

| APEC  
SF23 |



Photo by Sheng L

## What is APEC?

- The Asia-Pacific Economic Cooperation, or APEC, is the leading forum in the Asia-Pacific to facilitate trade and investment, economic growth, and regional cooperation.
- In 2023, the United States government served as chair economy for the Asia-Pacific Economic Cooperation (APEC) forum 2023. San Francisco was the host City.
- The meetings focused on regional economic issues, including sustainability, digitalization, women's economic empowerment, trade facilitation, energy security, food security, and health.

## What is the CEO Summit?

- The APEC CEO Summit 2023 occurred in San Francisco, November 15 – 17, overlapping with the APEC Leaders' Summit.
- The Summit brought 1,200 international CEOs, thought leaders, and other stakeholders together with political leaders from the Asia-Pacific for three days of robust dialogue and engagement on global challenges.



San Francisco Travel team received an email from the State Department requesting San Francisco to apply as the host City of 2023. SF Travel asked State Department to provide details on the opportunity and the other cities they were soliciting bids from. The list of other cities included:

- Chicago, IL
  - Honolulu, HI
  - Albuquerque, NM
  - Seattle, WA
  - Los Angeles, CA
- 
- San Francisco was enthusiastically determined to host APEC 2023, aiming to reignite civic pride and revitalization after the challenges posed by COVID.
  - The goal was not only to host but to lead a narrative change, positioning San Francisco as a global hub of innovation, technology, and entrepreneurship.
  - We aimed to showcase our diverse and vibrant economy, embodying the spirit of the Asia-Pacific region, and to set a new standard for hosting international events.

# The Special Events Committee

- The San Francisco Special Events Committee is a 501(c)(3) nonprofit dedicated to planning, supporting and implementing San Francisco special events of civic or cultural importance. The Committee is funded by private donations and receives no City funding.
- For the past 40 years, the Committee has partnered with the City to organize major iconic events such as Fleet Week and the Giants World Series Parade.
- The Committee works with the Office of Protocol to ensure the success of such events. The Office of Protocol is led by San Francisco Chief of Protocol Maryam Muduroglu. The Chief of Protocol is a volunteer position and was previously held by Charlotte Shultz. The Committee is led by Chair Thomas Horn.
- The Committee worked with various City officials to raise over \$20M in donations from philanthropic organizations and private companies in support of APEC. The Board of Supervisors approved this fundraising in a behested payments waiver, and sponsor donations are publicly reported.
- The Committee held the donations and collaborated with the City on spending the funds to provide event planning, consulting, logistics, and support for APEC participants and first responders.

# APEC Sponsors

<b>Total Fundraised</b>	<b>\$20,460,000</b>	
Apple	Graton	Orrick
Autodesk	Jennifer Fonstad	PG&E
Bank of America	John Pritzker Family Fund	Prologis
Barbro Osher	JP Conte	Ripple
Blue Diamond	Kaiser Permanente	Salesforce
California Chamber of Commerce	Lisa Pritzker	Street Media
Deloitte	Lyft	Sutter
Doordash	Martha Conte	SV Angel
East West Bank	MEBO	SV Angel
Emerson	Meg Whitman	Thomas Steyer
Emerson	META	United
Fisher Family	Mimi and Peter Haas	Visa
Florence Fang Family Foundation	NVIDIA Corporation	
Google	OpenAI	
Gordon Getty	OpenTable	

# Summary of APEC Funds and Costs

<b>Total Fundraised</b>	<b>\$20,460,000</b>
<b>Special Event Committee Costs</b>	
State Department Advance Trip	\$77,689
Hotels for First Responders	\$949,062
Events	\$8,350,112
Consulting	\$785,800
Marketing & Printing	\$1,374,268
Delegate Hospitality	\$743,753
Project Management	\$405,440
Volunteer Support	\$112,133
Administrative Support	\$150,000
CEO Summit Tickets	\$300,000
APEC Community Building Events	\$100,000
Moscone Leaders Summit Meals	\$300,000
Contingency*	\$525,450
<b>Total Special Events Committee Costs</b>	<b>\$14,173,707</b>
<b>Total Confirmed Available for Gift to City</b>	<b>\$6,286,293</b>

\*Up to \$6.5M Could be made available pending final invoices

# Summary of APEC Funds and Costs

<b>Direct City Costs not Absorbed by Departments</b>	
Police Overtime	\$8,784,000
Sheriff Staffing	\$1,940,000
Additional Ambulance Units (DEM)	\$415,000
Other SFPD Costs - Transportation, food per diem, mutual aid per diem, IT equipment, staging areas	\$1,671,000
<b>Total</b>	<b>\$12,810,000</b>

<b>Sources Available to Cover City Costs</b>	
Gift from APEC Special Events Committee (A&E)	\$6,286,293
Release of General Fund on B&F Committee Reserve	\$6,523,707
<b>Total</b>	<b>\$12,810,000</b>

## An important *historic* moment for San Francisco since 1945

- APEC 2023 was the first time this many foreign leaders were in San Francisco at one time since the 1945 signing of the UN Charter.
- APEC had a big impact on the city, not only in economic terms, but in solidifying our position as a global hub for investment and opportunity.
- APEC gave San Francisco the opportunity to promote the city to a global audience and build on this moment to continue to position San Francisco as a world class, innovative, and resilience city that can rise to the occasion when it come to welcoming events of this magnitude.

## Diplomatic and economic outcomes

- **Golden Gate Declaration:** The declaration emphasizes our commitment to a resilient and sustainable future for all member economies. This year, we're focusing on the US theme of 'Creating a Resilient and Sustainable Future for All,' addressing new challenges and exploring innovative responses.
- **CEO Summit** led to many important panel discussions and engagements establishing once again San Francisco as the heart of Innovation and AI Capital of the world.
- **Tourism Boost:** The success of APEC is expected to boost tourism to San Francisco from the Pacific Rim.
- **Economic Benefits for the City and its Businesses.**



Thank You & Questions

File Number: 240025  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Grant of up to \$6.5M to cover overtime incurred during APEC Summit**
2. Department: **San Francisco Police Department**
3. Contact Person: **Diana Aroche** Telephone: **415-818-4904**
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: **Up to \$6.5M cash grant payment from the San Francisco Special Events Committee nonprofit to cover overtime expenses incurred by SFPD during the November 2023 Asia Pacific Economic Cooperation Summit (APEC) held in San Francisco**
6. a. Matching Funds Required: **N/A**  
b. Source(s) of matching funds (if applicable): **N/A**
7. a. Grant Source Agency: **San Francisco Special Events Committee**  
b. Grant Pass-Through Agency (if applicable): **N/A**
8. Proposed Grant Project Summary: **Grant from the San Francisco Special Events Committee nonprofit to cover overtime expenses incurred by SFPD during the November 2023 Asia Pacific Economic Cooperation Summit (APEC) held in San Francisco**
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  

**Start-Date: N/A                      End-Date: N/A**
10. a. Amount budgeted for contractual services: **N/A**  
b. Will contractual services be put out to bid? **N/A**  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **N/A**  
d. Is this likely to be a one-time or ongoing request for contracting out? **N/A**
11. a. Does the budget include indirect costs?     Yes                       No  
b. 1. If yes, how much? **N/A**  
2. How was the amount calculated? **N/A**  
c. 1. If no, why are indirect costs not included?  
 Not allowed by granting agency     To maximize use of grant funds on direct services  
 Other (please explain): **The grant covers overtime already incurred**

2. If no indirect costs are included, what would have been the indirect costs? **Value of the payment is \$6.5M**

12. Any other significant grant requirements or comments: **None**

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Existing Site(s)      | <input type="checkbox"/> Existing Structure(s)      | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)                 |
| <input type="checkbox"/> New Site(s)           | <input type="checkbox"/> New Structure(s)           |   |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Nicole Bohn, Director  
(Name)

Mayor's Office on Disability  
(Title)

Date Reviewed: January 8, 2024   
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

William Scott  
(Name)

Chief of Police  
(Title)

Date Reviewed: 1/8/24   
(Signature Required)

## **GRANT ACCEPTANCE AGREEMENT**

Between San Francisco Special Events Committee  
and the San Francisco Police Department

### **RECITALS**

WHEREAS, San Francisco hosted the 30th Asia-Pacific Economic Cooperation (“APEC”) Leaders’ Summit, from November 11th to 17th, 2023.

WHEREAS, APEC was the largest gathering of international leaders in San Francisco since the signing of the U.N. Charter in 1945 and was attended by President Biden, Vice President Harris, various U.S. Cabinet members and leaders and officials from APEC’s 21 member economies, including the heads of state of China, Japan, Canada, Australia, Singapore and Thailand.

WHEREAS, APEC was an unprecedented large-scale event that posed unique security and logistical challenges. San Francisco met these challenges through the dedication and extensive preparation of various City departments, including the San Francisco Police Department (SFPD or Department). SFPD provided planned, full mobilization during the week of APEC to provide safety, security, event facilitation, traffic management and other logistical support to assist and protect residents and visitors alike. This was the first planned and longest duration full mobilization of its kind, which included unprecedented mutual aid support from other California jurisdictions.

WHEREAS, SFPD staff logged approximately \$8.8M in overtime hours during the week of APEC.

WHEREAS, the San Francisco Special Events Committee (Grantor) is a 501(c)(3) nonprofit dedicated to planning, supporting and implementing San Francisco City and County-related special events that have civic or cultural importance. Grantor worked with various City officials in the months leading up to APEC to raise over \$20M in donations from philanthropic organizations and private companies in support of APEC. Grantor used these funds in cooperation with the San Francisco Office of Protocol and other civic leaders to organize, implement and host various APEC-related events.

WHEREAS, Grantor has funds remaining from the over \$20M it raised and wishes to grant a portion of these funds to the City and County of San Francisco for costs incurred from APEC.

WHEREAS, Grantor has offered SFPD a cash grant of up to \$6,500,000 to cover most of the overtime costs charged by SFPD during the week of APEC.

WHEREAS, On \_\_\_\_\_, the Board of Supervisors adopted Board Resolution No. \_\_\_\_\_, approving this Agreement and authorizing SFPD to accept and expend the Grant;

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties (the “Effective Date”), the Parties agree as follows:

1. **Term.** This Agreement shall become effective upon full execution and delivery hereof by the Parties. This Agreement shall expire once the Grant has been expended.

2. **Grant.** Grantor is offering the Grant in two payments. Grantor shall provide SFPD a first payment of \$5,000,000 upon execution of this Agreement or upon such other date agreed to by the parties. The second payment will be made after SEC pays other of its remaining APEC balances and is anticipated to be up to an additional \$1,500,000, with payment expected later in the first quarter of 2024 or upon such other date agreed to by the parties.

3. **Department Responsibilities.** SFPD shall use the Grant funds solely and exclusively to cover the costs of overtime charged by SFPD staff during the week of APEC. The Grant funds received hereunder shall not be used to supplant other City expenditures.

4. **Indemnification.** Department agrees to defend, indemnify, and save harmless the Grantor, including its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of any person, resulting directly or indirectly from any activity funded by the Grant.

5. **Contacts/Notices**

**Department:** Chief William Scott  
San Francisco Police Department  
1245 3<sup>rd</sup> Street  
San Francisco, CA 94158  
[SFPDchief@sfgov.org](mailto:SFPDchief@sfgov.org)

**Grantor:** Chair Thomas E. Horn  
San Francisco Special Events Committee  
601 Van Ness Ave E240  
San Francisco, CA 94102  
[pagnol@earthlink.net](mailto:pagnol@earthlink.net)

6. **Sunshine Ordinance and Donor Disclosures.** Grantor understands and acknowledges that this Agreement, and any document between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act. In addition, Grantor agrees to disclose information regarding the amounts and sources of funding for this Grant and any financial interest such donors have involving the City as set forth in Administrative Code Section 67.29-6, to provide a copy of all required reports and disclosures to Department, and to provide all information requested by Department to enable Department to comply with its disclosure obligations.

7. **Dispute Resolution.** In the event of a dispute under this Agreement, the Party claiming default shall first provide the other Party a written notice of default and a 30-day opportunity to cure. If the dispute is not resolved within 30 days or if the parties otherwise agree to waive the 30-cure day period, the dispute shall proceed to non-binding mediation. If the dispute is not



resolved within 30 days of the mediation, the complaining Party may declare the other party in default. The Party claiming default shall then be entitled to exercise any right or remedy available at law or in equity which it may have by reason of such default including, but not limited to the right to monetary damages and specific performance to prevent or eliminate such default.

**8. Conflicts of Interest.** By executing this Agreement, Grantor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement. The Parties agree and acknowledge that Grantor's support of Department, or lack thereof, shall have no bearing on and shall not be relevant towards any future contracting, leasing, or permitting decisions by Department.

**9. Miscellaneous.**

a. **Entire Agreement.** This Agreement contains the entire understanding between the Parties as of the date of this Agreement. All prior written or oral negotiations, discussions, understandings and agreements are merged herein. This Agreement may only be amended or modified in writing, signed by the Parties.

b. **Compliance with Applicable Laws.** All actions described herein are subject to and must be conducted and accomplished in accordance with the City's charter, its municipal code, and all applicable state and federal laws, building codes and regulations.

c. **Independent Relations.** Nothing herein contained shall be construed as creating the relationship of employer and employee between the City and Grantor or any of their respective agents or employees. Department has and hereby retains the right to exercise full control and supervision of its duties and full control of employment, direction, compensation and discharge of all persons assisting it in the performance of this Agreement. Nothing set forth in this Agreement shall be deemed to render the City a partner in Grantor's business, or a joint venture or member in any joint enterprise with Grantor.

d. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall create or justify any claim against the City or Grantor by any third person with respect to the performance of any duties or other projects being undertaken by Grantor or the City. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned have indicated their approval effective as of the respective dates set forth to their names.

APPROVED:

\_\_\_\_\_  
Date  
San Francisco Special Events Committee  
Thomas E. Horn  
Chair

\_\_\_\_\_  
Date  
San Francisco Police Department  
William Scott  
Chief of Police

APPROVED AS TO FORM:

David Chiu  
City Attorney of San Francisco

By: \_\_\_\_\_  
Alicia Cabrera  
Deputy City Attorney

**From:** [Thomas Horn](#)  
**To:** [Rob Wexler](#)  
**Cc:** [Heckel, Hank \(MYR\)](#); [Muduroglu, Maryam \(WAR\)](#); [Foster, Meron \(ADM\)](#); [Duning, Anna \(MYR\)](#)  
**Subject:** Re: Grant Agreement  
**Date:** Friday, January 5, 2024 4:40:31 PM

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This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I think it's fine.

Tom

On Jan 5, 2024, at 12:51 PM, Robert A. Wexler <[wexler@adlercolvin.com](mailto:wexler@adlercolvin.com)> wrote:

looks fine to me.

[Robert Wexler](#)  
[Adler & Colvin](#)  
135 Main Street, 20th Floor  
San Francisco, CA 94105  
415/421-7555 (phone)  
415/421-0712 (fax)  
[wexler@adlercolvin.com](mailto:wexler@adlercolvin.com)

The information in this e-mail may be privileged, confidential, and protected from disclosure. If you are not the intended recipient, any dissemination, distribution, or copying is strictly prohibited. If you think that you have received this e-mail in error, please e-mail the sender at [wexler@adlercolvin.com](mailto:wexler@adlercolvin.com), and delete all copies. Thank you.

---

**From:** Heckel, Hank (MYR) <[hank.heckel@sfgov.org](mailto:hank.heckel@sfgov.org)>  
**Sent:** Friday, January 5, 2024 11:19 AM  
**To:** Thomas Horn [REDACTED]; Robert A. Wexler <[wexler@adlercolvin.com](mailto:wexler@adlercolvin.com)>  
**Cc:** Muduroglu, Maryam (WAR) <[maryam.muduroglu@sfgov.org](mailto:maryam.muduroglu@sfgov.org)>; Foster, Meron (ADM) <[meron.foster@sfgov.org](mailto:meron.foster@sfgov.org)>; Duning, Anna (MYR) <[anna.duning@sfgov.org](mailto:anna.duning@sfgov.org)>  
**Subject:** Grant Agreement

**CAUTION:** This email originated from outside of Adler & Colvin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tom, Rob,

Please see the proposed Grant Agreement between the Special Events Committee and the San Francisco Police Department providing for the Committee to provide a grant of up to \$6.5M to SFPD on the condition that it be used to cover overtime expenses incurred during APEC. The payment is to be provided in two installments, with a first of \$5M delivered in a reasonable time following execution of the grant and a second of up to \$1.5M anticipated to be provided later in Q1 of this year.

This is based on discussions with Maryam and my understanding of Special Events' intentions. This has been approved in substance by the Mayor's Office, SFPD, and the City Attorney's Office. We are submitting a resolution to the Board of Supervisors on Tuesday that will allow PD to enter into the agreement and accept the funds.

Please let me know if you have any questions or comments. When the resolution is approved, the agreement can be signed by the parties.

Regards,

Hank Heckel  
Legal Compliance Officer  
Office of the Mayor  
City and County of San Francisco



**LONDON N. BREED**  
MAYOR

CITY AND COUNTY OF SAN FRANCISCO  
**POLICE DEPARTMENT**  
HEADQUARTERS  
1245 3<sup>RD</sup> Street  
San Francisco, California 94158



**WILLIAM SCOTT**  
CHIEF OF POLICE

**TO: Angela Calvillo, Clerk of the Board of Supervisors**  
**FROM: San Francisco Police Department**  
**DATE: January 8, 2023**  
**SUBJECT: Accept and Expend Resolution for Grant**  
**GRANT TITLE: Grant of up to \$6.5M to cover overtime incurred during APEC Summit**

The following documents are attached to this memo:

- X   1. Proposed Accept and Expend Resolution, including Grant Budget
- X   2. Grant Information Form, including Disability Checklist
- X   4. Grant Agreement

**Special Timeline Requirements:** Please review on an expedited basis as overtime costs have already been incurred.

**Departmental representative to receive a copy of the adopted resolution:**

Name: **Diana Aroche** Phone: **415-818-4904**

Interoffice Mail Address: **SFPD Fiscal Division**  
**1245 3<sup>rd</sup> Street, 6<sup>th</sup> Floor, SF, CA 94158**

Certified copy required Yes  No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).