

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 _____ 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. ____ on _____, 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 3.3 is hereby added to the Agreement to read as follows:

“Article 3.3 Option to Extend. The term of this Agreement may be extended by mutual agreement of the parties for one (1) additional year, from July 1, 2023, through June 30, 2024, so long as Grantee has met the obligations of the Grant Plan, as amended.

- (d) **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)**.

(b) Should City and Grantee elect to extend the term of this Agreement for the period of July 1, 2023, through June 30, 2024, as permitted under Section 3.3 above, City may increase the amount of Grant Funds by an amount not to exceed **TWELVE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$12,400,000)**.

- (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 __, 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:

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

By: _____
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]

By: _____

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: _____
Vincent L. Brown
Deputy City Attorney

**Appendix A-1
Budget**

Deliverable	Description of Deliverable / Payment Trigger	Due Date	Amount
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
	Total Budget Amount		\$20,490,000.00

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

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

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

FUNDING REQUEST

_____, 20__ (Date of invoice submission)

Office of Economic and Workforce Development (OEWD)
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
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	
	Total Invoice Amount:	

The following are attached as part of this Schedule 1:

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