

File No. 220394

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 11, 2022

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
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- Exhibit A - Scope of Work
- Exhibit B-1 - Payment Provisions
- Exhibit B-2 - Budget Details
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Completed by: Brent Jalipa Date May 6, 2022

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - Retroactive - California Governor’s Office of Business and
2 Economic Development - SF Live Campaign and API Neighborhood Commercial Recovery
3 Strategy - \$3,500,000]

4 **Resolution retroactively authorizing the Office of Economic and Workforce**
5 **Development to accept and expend a grant in the amount of \$3,500,000 from the**
6 **California Governor’s Office of Business and Economic Development for the SF Live**
7 **music and entertainment sector campaign and the Asian and Pacific Islander (API)**
8 **Neighborhood Commercial Recovery Strategy for a three-year grant period of April 1,**
9 **2022, through April 1, 2025.**

10
11 WHEREAS, The Administrative Code requires City departments to obtain Board of
12 Supervisors’ approval to accept or expend any grant funds (Section 10.170 et seq.); and

13 WHEREAS, In March 2020, the pandemic forced live entertainment venues to
14 temporarily stop hosting in-person performances; while these restrictions were an important
15 element of the San Francisco’s comprehensive strategy to slow the spread of COVID-19, this
16 shutdown had a significant financial impact on performing artists and the venues that host
17 them and venues continue to face significant uncertainty, especially given the Delta and
18 Omicron variants; and

19 WHEREAS, Live performances are a critical economic engine and tourism driver in San
20 Francisco, but live music is not connected to the City’s marketing and tourism efforts and
21 there is presently no coordinated marketing or branding for the local live music and
22 entertainment sector; as San Francisco emerges out of the pandemic, live entertainment can
23 play a major role in our economic recovery, but a robust and coordinated campaign will be
24 critical to drive residents and tourists back to local venues and emphasize San Francisco’s
25 role as a vibrant place to live, work, and visit; and

1 WHEREAS, The SF Live campaign will promote San Francisco’s live music and
2 entertainment sector in order to help catalyze the City’s economic recovery; this campaign will
3 produce a series of live performances that will be presented by entertainment venues in
4 outdoor parks and plazas; and

5 WHEREAS, The program will cover the costs of producing these events and required
6 permitting, and will provide stipends to participating venues, who will curate talent lineups and
7 market the events; and

8 WHEREAS, To further enhance the music sector’s profile, the campaign will fund the
9 development of a San Francisco music brand in coordination with entertainment venues and
10 venue advocates and will fund the development of a “music week” program to encourage
11 residents and visitors to attend local live entertainment events during a promotional period;
12 and

13 WHEREAS, While the COVID-19 pandemic increased the financial fragility of many
14 San Francisco businesses, areas such as San Francisco’s Chinatown that are largely reliant
15 on tourism and visitors are seeing a slower recovery and have been impacted by xenophobic
16 rhetoric and hate crimes against Asian and Pacific Islander businesses and the API
17 community citywide; and

18 WHEREAS, As the City moves towards economic recovery, the recovery efforts must
19 ensure the City is addressing small business challenges and that public investments strongly
20 integrate community efforts by celebrating the cultural diversity of San Francisco; and

21 WHEREAS, The API Neighborhood Commercial Recovery Strategy will build on
22 culturally centered community efforts to support API small business owners and commercial
23 corridors that serve minority populations, including densely populated API commercial districts
24 such as historic Chinatown, Japantown, Little Saigon, SOMA Pilipinas, Sunset and Richmond
25 neighborhoods in San Francisco; and

1 WHEREAS, This strategy will work with community partners to provide in-language and
2 culturally competent small business technical assistance, including entrepreneur technical
3 assistance and ADA small business compliance, and to produce or enhance cultural
4 celebrations and events that attract customers to shop and dine within San Francisco's
5 neighborhood commercial areas; and

6 WHEREAS, The grant does not require an Annual Salary Ordinance amendment; and

7 WHEREAS, The grant does not require matching funds; and

8 WHEREAS, The Office proposes to maximize use of available grant funds on program
9 expenditures by not including indirect costs in the grant budget; now, therefore, be it

10 RESOLVED, That the Board of Supervisors hereby retroactively authorizes the Office
11 of Economic and Workforce Development to accept and expend, on behalf of the City and
12 County of San Francisco, a grant from the California Governor's Office of Business and
13 Economic Development for the SF Live music and entertainment sector campaign and the
14 Asian and Pacific Islander Neighborhood Commercial Recovery Strategy in the amount of
15 \$3,500,000 for a three-year grant period of April 1, 2022, through April 1, 2025; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
17 indirect costs in the grant budget; and, be it

18 FURTHER RESOLVED, That the Director of the Office of Economic and Workforce
19 Development is authorized to enter into the Agreement on behalf of the City.

File Number: 220394
(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: SF Live Campaign and API Neighborhood Commercial Recovery Strategy
2. Department: Office of Economic and Workforce Development
3. Contact Person: Lisa Pagan Telephone/Email: lisa.pagan@sfgov.org
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$3,500,000
6. a. Matching Funds Required: None
b. Source(s) of matching funds (if applicable): N/A
7. a. Grant Source Agency: California Governor's Office of Business and Economic Development
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary:

\$2,500,000 will be used to support SF Live, a new campaign to promote the recovery of San Francisco's live music and entertainment sector through a series of live musical performances in outdoor parks and plazas curated by San Francisco entertainment venues. Funding will be used to cover the costs of producing these events and stipends to participating entertainment venues. Funding will also support marketing the outdoor event series and other efforts to enhance the profile of San Francisco's music and entertainment sector, including the development of a San Francisco music brand and the production of a "music week" campaign to promote attending music events.

\$1,000,000 will be used to support the API Neighborhood Commercial Recovery Strategy, which will build on culturally centered community efforts to support API small business owners and commercial corridors that serve minority populations, including densely populated API commercial districts such as historic Chinatown, Japantown, Little Saigon, SOMA Pilipinas, Sunset and Richmond neighborhoods in San Francisco. This strategy will work with community partners to provide in-language and culturally competent small business technical assistance, including entrepreneur technical assistance and ADA small business compliance, and to produce or enhance cultural celebrations and events that attract customers to shop and dine within San Francisco's neighborhood commercial areas.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: April 1, 2022 End-Date: April 1, 2025

10. a. Amount budgeted for contractual services: \$3,500,000
b. Will contractual services be put out to bid? Yes

- c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? No
- d. Is this likely to be a one-time or ongoing request for contracting out? One-time

11. a. Does the budget include indirect costs?

Yes No

- b. 1. If yes, how much?
- b. 2. How was the amount calculated?
- 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):

- c. 2. If no indirect costs are included, what would have been the indirect costs? Estimated at \$350,000 based on 10% of total grant funds

12. Any other significant grant requirements or comments: N/A

****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 checked="" type="checkbox"/> Existing Site(s) | <input checked="" 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 checked="" 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:

Montana Cruz

(Name)

Senior Management Assistant

(Title)

3/29/2022 | 2:19 PM PDT

Date Reviewed: _____

DocuSigned by:

Montana Cruz

C8B7A8E2F6594CF...

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Kate Sofis

(Name)

Executive Director, Office of Economic and Workforce Development

(Title)

3/29/2022 | 4:20 PM PDT

Date Reviewed: _____

DocuSigned by:

Kate Sofis

F98E00C52682407...

(Signature Required)

SF Live Campaign and API Neighborhood Commercial Recovery Strategy -- Grant Budget

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

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

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

Project Scope & Budget

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

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

SF Live Campaign

Background

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

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

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

Overarching Objective

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

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

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

API Neighborhood Commercial Recovery Strategy**Background**

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

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

Overarching Objective

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

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

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

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

In addition

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

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

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

EXHIBIT B-1 PAYMENT PROVISIONS

Invoicing

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

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

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

ATTN: David Creech

1325 J Street, Suite 1800

Sacramento, CA 95814

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

Payment Provisions

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

Budget Contingency Clause

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

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

Prompt Payment Clause

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

EXHIBIT B-2 BUDGET DETAILS

Program Budget

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

Estimated Spend Plan

SF Live

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

API Neighborhood Commercial Recovery Strategy

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

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21GOB031

PURCHASING AUTHORITY NUMBER (If Applicable)

GO-Biz-0509

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

CONTRACTING AGENCY NAME

Governor's Office of Business and Economic Development

CONTRACTOR NAME

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

2. The term of this Agreement is:

START DATE

April 1, 2022

THROUGH END DATE

April 1, 2025

3. The maximum amount of this Agreement is:

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

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B-1 Exhibit B-2	Payment Provisions Budget Details	1 1
Exhibit C *	General Terms and Conditions	GTC 04/2017
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

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

CONTRACTOR

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

City and County San Francisco Office of Economic and Workforce Development

CONTRACTOR BUSINESS ADDRESS

1 South Van Ness Avenue, 5th Floor

CITY

San Francisco

STATE

CA

ZIP

94103

PRINTED NAME OF PERSON SIGNING

Kate Sofis

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Governor's Office of Business and Economic Development

CONTRACTING AGENCY ADDRESS

1325 J Street, 18th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

James Teahan

TITLE

Administrative Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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City and County San Francisco Office of Economic and Workforce Development

CONTRACTOR BUSINESS ADDRESS

1 South Van Ness Avenue, 5th Floor

CITY

San Francisco

STATE

CA

ZIP

94103

PRINTED NAME OF PERSON SIGNING

Kate Sofis

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

Kate Sofis

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

DATE SIGNED

3/28/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Governor's Office of Business and Economic Development

CONTRACTING AGENCY ADDRESS

1325 J Street, 18th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

James Teahan

TITLE

Administrative Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

James Teahan

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

DATE SIGNED

3/28/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

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

Project Scope & Budget

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

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

SF Live Campaign

Background

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

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

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

Overarching Objective

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

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

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

API Neighborhood Commercial Recovery Strategy

Background

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

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

Overarching Objective

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

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

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

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

In addition

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

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

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

EXHIBIT B-1 PAYMENT PROVISIONS

Invoicing

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

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

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

ATTN: David Creech

1325 J Street, Suite 1800

Sacramento, CA 95814

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

Payment Provisions

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

Budget Contingency Clause

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

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

Prompt Payment Clause

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

EXHIBIT B-2 BUDGET DETAILS

Program Budget

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

Estimated Spend Plan

SF Live

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

API Neighborhood Commercial Recovery Strategy

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

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Lisa Pagan, Director of Policy and Planning,
Office of Economic and Workforce Development

DATE: March 28, 2022

SUBJECT: Accept and Expend Resolution

GRANT TITLE: SF Live Campaign and API Neighborhood Commercial
Recovery Strategy

Attached please find the original* and one copy of each of the following:

Proposed grant resolution; original* signed by Department, Mayor,
Controller

Grant information form, including disability checklist

Grant budget

Grant application (No grant application)

Letter of Intent or grant award letter from funding agency (included in grant
agreement)

Ethics Form 126 (if applicable)

Contracts, Leases/Agreements (if applicable)

Other (Explain):

Special Timeline Requirements:

The SF Live program involves a series of public concerts beginning this summer and substantial time is required to plan and produce successful outdoor events. As a result, please schedule this accept and expend resolution for hearing at the earliest possible meeting.

Departmental representative to receive a copy of the adopted ordinance:

Name: Lisa Pagan

Phone/Email: lisa.pagan@sfgov.org

Interoffice Mail Address: 1 Dr. Carlton B. Goodlett Pl., City Hall, Room 448, San Francisco, CA 94102

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).

From: [Paulino, Tom \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Saini, Nikita \(BOS\)](#); [Barnett, Monica \(BOS\)](#)
Subject: Mayor - Resolution - A&E SF Live
Date: Tuesday, April 12, 2022 4:18:24 PM
Attachments: [A&E SF Live - PACKET.zip](#)

Dear Clerks,

I hope the week is going well!

Please find attached for introduction to the Board of Supervisors a **Resolution retroactively authorizing the Office of Economic and Workforce Development to accept and expend a grant in the amount of \$3,500,000 from the California Governor's Office of Business and Economic Development for the SF Live music and entertainment sector campaign and the Asian and Pacific Islander Neighborhood Commercial Recovery Strategy during the grant period of April 1, 2022, through April 1, 2025.**

Please note that Supervisors Ronen and Haney are cosponsors.

Please let me know if you have any questions.

Cheers,

Tom Paulino

He/Him

Liaison to the Board of Supervisors

Office of the Mayor

City and County of San Francisco