

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

SECOND AMENDMENT

**TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND
SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT CORPORATION**

DOWNTOWN COMMUNITY AMBASSADOR PROGRAM

THIS SECOND AMENDMENT (this “Amendment”) is made as of the **First** day of **March 2022**, in San Francisco, California, by and between **San Francisco Tourism Improvement District Management Corporation, a California Non-Profit Corporation** located at **1 Front Street, Suite 2900, San Francisco, California, 94111**, 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, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through RFP 217, a Request for Proposal (“RFP”) issued on June 8, 2021, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **extend the performance period, increase the contract amount, update the scope, update standard contractual clauses, update invoicing and payment instructions, and update subgrantees**; and

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term “Agreement” shall mean the Agreement dated **July 1, 2021** between Grantee and City, as amended by the:

**First Amendment, dated July 1, 2021, and
This Second Amendment, dated March 1, 2022.**

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

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

and Grantee's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Grantee's proposal, and Grantee's printed terms, respectively.

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

The term of this Agreement shall commence on the later of (a) **JULY 1, 2021** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **DECEMBER 31, 2022**.

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

The term of the Agreement shall commence on the later of (a) **JULY 1, 2021** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **JUNE 30, 2023**.

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

“In no event shall the amount of Grant Funds disbursed hereunder exceed **SIX MILLION FOUR HUNDRED FORTY THOUSAND Dollars (\$6,440,000)**.”

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

“In no event shall the amount of Grant Funds disbursed hereunder exceed **SIX MILLION SIX HUNDRED TWENTY-SEVEN THOUSAND Dollars (\$6,627,000)**.”

(d) **16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

(e) **16.20 Contractor Vaccination Policy.**

Grantee acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. Any

undefined, initially-capitalized term used in this Section has the meaning given to that term in the Contractor Vaccination Policy.

A Contract as defined in the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the contractor or subcontractor work in-person with City employees at a facility owned, leased, or controlled by the City. A Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. A Contract does not include an agreement with a state or federal governmental entity or agreements that does not involve the City paying or receiving funds.

Grantee has read the Contractor Vaccination Policy. In accordance with the Emergency Declaration, if this Lease is (or becomes) a Contract as defined in the Contractor Vaccination Policy, Grantee agrees that:

(1) Grantee shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are fully vaccinated for COVID-19 or obtain an exemption based on medical or religious grounds; and

(2) If Grantee grants Covered Employees an exemption based on medical or religious grounds, Grantee will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

- (f) **Appendix A.** Appendix A, Budget, of the Grant Agreement displays the original total amount of **\$6,440,000**.

Such section is hereby superseded in its entirety by Appendix A-1, Budget, which displays the budget as herein modified.

- (g) **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 displays the services to be provided under this Amendment.

- (h) **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 displays the updated invoicing and payment instructions.

- (i) **Appendix E.** Appendix E, Permitted Subgrantees, of the Grant Agreement and Appendix E-1 of the First Amendment list the permitted subgrantees.

Such section is hereby superseded in its entirety by add Appendix E-2, which lists the subgrantees to be permitted under this Amendment.

- 3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **March 1, 2022**.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY:

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

DocuSigned by:
Kate Sofis
By: _____
F98E00C52682407
Kate Sofis
Executive Director

GRANTEE:

By signing this Amendment, I certify on behalf of
Grantee and not in my individual capacity that
Grantee complies with the requirements of the
Minimum Compensation Ordinance, which entitle
Covered Employees to certain minimum hourly
wages and compensated and uncompensated time
off.

**SAN FRANCISCO TOURISM
IMPROVEMENT DISTRICT
MANAGEMENT CORPORATION,**
a **California** nonprofit public benefit corporation

DocuSigned by:
Stefan Muhle
By: _____
262F4159B4934D2...
Name: Stefan Muhle

Title: Board Chair

Federal Tax ID Number: 26-4814856

City Supplier Number: 0000011177

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
Charles Sullivan
By: _____
C6946796G72F4DE...
Charles Sullivan
Deputy City Attorney

**Appendix A-1
Budget**

Deliverable	Description	Due Date	Amount
Deliverable 1	1.A. Submission of Start-Up Plans (Program Budget, Preliminary Scope and Schedule of Services, and Community Lead Staffing Plan)		\$500,000.00
Deliverable 2	1.B. Submission of Final Scope and Schedule of Services, Training Plans(s), Operations Plan, and Communications Plan		\$500,000.00
Deliverable 3	1.C. Submission of Monthly Report #1 (Month one, July 1 to July 31)	8/14/2021	\$442,000.00
Deliverable 4	1.D. Submission of Monthly Report #2 (Month two, August 1 to August 31)	9/14/2021	\$442,000.00
Deliverable 5	1.E. Submission of Monthly Report #3 due by October 14 (Month three, September 1 to September 30)	10/14/2021	\$441,000.00
Deliverable 6	1.F. Submission of Quarterly Report #1 (Quarter one: July to September 2021)	10/14/2021	\$275,000.00
Deliverable 7	1.G. Submission of Monthly Report #4 (Month four, October 1 to October 31)	11/14/2021	\$275,000.00
Deliverable 8	1.H. Submission of Monthly Report #5 (Month five, November 1 to November 30)	12/14/2021	\$275,000.00
Deliverable 9	1.I. Submission of Monthly Report #6 (Month six, December 1 to December 31)	1/14/2022	\$275,000.00
Deliverable 10	1.J. Submission of Quarterly Report #2 (Quarter two: October to December 2021)	1/14/2022	\$275,000.00
Deliverable 11	1.K. Submission of Semi-Annual Report #1 (Period 1, July to December 2021)	1/14/2022	\$275,000.00
Deliverable 12	1.L. Submission of Monthly Report #7 (Month seven, January 1 to January 31)	2/14/2022	\$275,000.00
Deliverable 13	1.M. Submission of Monthly Report #8 (Month eight, February 1 to February 28)	3/14/2022	\$275,000.00
Deliverable 14	1.N. Submission of Monthly Report #9 (Month nine, March 1 to March 31)	4/14/2022	\$275,000.00
Deliverable 15	1.O. Submission of Quarterly Report #3 (Quarter three: January to March 2022)	4/14/2022	\$275,000.00
Deliverable 16	1.P. Submission of Monthly Report #10 (Month ten, April 1 to April 30)	5/14/2022	\$275,000.00
Deliverable 17	1.Q. Submission of Monthly Report #11 (Month eleven, May 1 to May 31)	6/14/2022	\$275,000.00
Deliverable 18	1.R. Submission of Monthly Report #12 (Month twelve, June 1 to June 30)	7/14/2022	\$275,000.00

Deliverable 19	1.S. Submission of Quarterly Report #4 (Quarter four: April to June 2022)	7/14/2022	\$275,000.00
Deliverable 20	1.T. Submission of Semi-Annual Report #2 (Period 2, January to June 2022)	7/14/2022	\$265,000.00
Deliverable 21	1.U. Submission of Communications Research Plan	4/1/2022	\$187,000.00
	Total Budget Amount		\$6,627,000.00

Appendix B-1 Definition of Grant Plan

The term “Grant Plan” shall mean the following:

I. PROJECT NAME/TITLE

Downtown Community Ambassador Program

II. PROJECT DESCRIPTION

Grantee shall partner with government agencies and community stakeholders to manage the Downtown Community Ambassador Program, a program that focuses on improving conditions in downtown neighborhoods as office workers and tourists are welcomed back to San Francisco. The program shall be run in alignment with the City’s Recovery Plan goals of catalyzing neighborhood recovery and supporting cleanliness, health, and safety in public spaces.

III. PROJECT DEFINITIONS

CBD – Community Benefit District

City – City and County of San Francisco, OEWD | Invest In Neighborhoods

City’s Team – Consists of at least one IIN 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:

Julia Ayeni, Senior Community Development Specialist I
julia.ayeni@sfgov.org

Amy Cohen, Manager I (Director, Public Space Initiatives)
amy.b.cohen@sfgov.org
415-554-6649

Grantee –San Francisco Tourism Improvement District Management Corporation

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

Paul Frentsos

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

IIN – Invest in Neighborhoods, a program of OEWD

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

III. DESCRIPTION OF SERVICES

Grantee shall provide services for the **Downtown Community Ambassador Program** (“Project”), which was awarded RFP 217, published in June 2021.

The goal of the Project is to provide a consistent, welcoming atmosphere for returning office workers, tourists, and storefront businesses — all of which are key drivers to our economic recovery. This funding will help increase the presence of community ambassadors in high-visibility locations whose role includes general

hospitality/wayfinding for commuters and visitors and includes safety, addressing conditions of public space, and referral to social services. Specifically, the role of ambassadors will be, in order of priority:

- Engage with commuters and visitors providing hospitality/wayfinding
- Engage with people in need, address safety issues, and make referrals
- Address conditions of public space by making referrals.

The community ambassadors will serve primarily in dedicated locations, i.e., “fixed posts”, whose sites will be scoped with input from Public Works, SFPD, OEWD, MUNI, BART, and key community stakeholders, including CBDs. The program will complement existing CBD ambassador programs and coordinate with them.

Preliminary locations identified include Downtown Area transit hubs and commuter destinations (e.g., Powell, Montgomery, and Embarcadero stations; ambassadors may also be stationed inside certain stations, if needed and agreed-to by BART and Muni). Key bus, ferry, and shuttle locations will be further identified by Grantee. Tourist destinations such as Fisherman’s Wharf, Chinatown, and the Ferry Plaza.

The grantee will manage the program, ensuring ambassadors are trained and supported, with a particular focus on providing strong hospitality services. They will also maintain flexibility to shift crews according to changing needs, special events, and other considerations (i.e., weekdays v. weekends). All ambassadors will wear similar uniforms/branding and will be trained together by City agencies, including training in de-escalation practices. The community lead will facilitate training, and oversee daily operations with support from City and community partners.

The program is intended as temporary during the reopening of downtown. Funding for the program is proposed at \$6,627,000 in the first year and \$5 million for the fiscal year FY22-23. A Year 2 grant will be awarded pending budget preservation in June 2022. The intention is for a significant initial ambassador presence at the outset that will ramp down over time.

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 covering Year 1 (broken into two, 6-month periods) and Year 2;
- (2) A Community Lead Staffing Plan, including: the resume and job description of the Program Manager and the Program Team, and a reporting structure;
- (3) A Preliminary Scope and Schedule of Services, including: the Ambassador job description; the location, number and schedule for ambassador posts; desired uniform, training and reporting requirements for the vendor; proposed monthly and semi-annual reporting and evaluation metrics
- (4) A Final Scope and Schedule of Services for the selected vendor, including: an overview of the selected vendor; the reporting structure of the selected vendor; the Ambassador job description; the location, number and schedule for ambassador posts; the training requirements for the selected vendor; the uniform design; the reporting requirements for the selected vendor; and a semi-annual survey plan for evaluating the program.
- (5) A Training Plan, including: the schedule and materials for vendors, and a supplementary training plan that includes City agency partners.

(6) An Operations Plan, including: daily communication between community lead and vendor; regular (daily/weekly) coordination with CBDs and key community-based organizations; regular (daily/weekly) coordination with City and key public agencies; and a roll-out schedule.

(7) A Communications Plan with an overview of the community stakeholder engagement plan, including but not limited to: website, social media and press plan to let the general public and business community know about the program and its impacts. Plan should include a Large Employer Advisory Group to provide regular input on behalf of employers.

Task 1.1 Deliverables

- Program Budget, Preliminary Scope and Schedule of Services, and Community Lead Staffing Plan
- Final Scope and Schedule of Services, Training Plans, Operations Plan, and Communications Plan

Task 1.2 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 may include the following outputs, or others (to be approved by OEWD as part of Task 1.1 Preliminary Scope and Schedule of services): Total monthly Practitioner hours logged; number and location of block faces with Practitioner presence; number of positive engagements with neighbors; number of Practitioner de-escalation events; number of Practitioner inviting spaces intervention; number of Practitioner over dose reversals; number of Practitioner requests for 911 help; number of Practitioner 311 requests. Reports to also include scope of services changes; any operations changes; training accomplishments; communications accomplishments and press.

Task 1.2 Deliverables

- **Monthly Report #1 due by August 14** (Month one, July 1 to July 31)
- **Monthly Report #2 due by September 14** (Month two, August 1 to August 31)
- **Monthly Report #3 due by October 14** (Month three, September 1 to September 30)
- **Monthly Report #4 due by November 14** (Month four, October 1 to October 31)
- **Monthly Report #5 due by December 14** (Month five, November 1 to November 30)
- **Monthly Report #6 due by January 14** (Month six, December 1 to December 31)
- **Monthly Report #7 due by February 14** (Month seven, January 1 to January 31)
- **Monthly Report #8 due by March 14** (Month eight, February 1 to February 28)
- **Monthly Report #9 due by April 14** (Month nine, March 1 to March 31)
- **Monthly Report #10 due by May 14** (Month ten, April 1 to April 30)
- **Monthly Report #11 due by June 14** (Month eleven, May 1 to May 31)
- **Monthly Report #12 due by July 14** (Month twelve, June 1 to June 30)

Task 1.3 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 organization and entity; a Profit and Loss Statement (Statement of Activities) for organization and entity; Staff time and funding amounts; Grantee's Organization Budget (for past 3 years) (for first quarterly report only); and, Form 990 (for first quarterly report only).

Task 1.3 Deliverables

- **Quarterly Report #1 due by October 14, 2021** (Quarter one: July to September 2021)
- **Quarterly Report #2 due by January 14, 2022** (Quarter two: October to December 2021)
- **Quarterly Report #3 due by April 14, 2022** (Quarter three: January to March 2022)
- **Quarterly Report #4 due by July 14, 2022** (Quarter four: April to June 2022)

Task 1.4 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, and outcomes (to be approved by OEWD as part of Task 1.1 Preliminary Scope and Schedule of Services). Data will include survey results from community stakeholder engagement plan and evaluation surveys.

Task 1.4 Deliverables

- **Semi-Annual Report #1 due by January 14, 2022** (Period 1, July to December 2021)
- **Semi-Annual Report #2 due by July 14, 2022** (Period 2, January to June 2022)

Task 1.5 Grantee, in conjunction with OEWD and subgrantees, shall plan and implement communications projects that support the reinvigoration of Downtown. The first is a research project that surveys key audiences on messages that will help promote Downtown and the City. Grantee, in conjunction with Miles Partnership and Destination Analysts, shall prepare a Communications Research Plan that includes the research approach, research team profile, and timeline. The second is a stakeholder engagement summit whereby participants develop strategies for economic recovery for the Downtown area and refine key messages that can be used in conjunction with the ambassador program information to promote the area. Grantee, in conjunction with DN&Co, SITELAB, and AdvanceSF, shall prepare and submit a Stakeholder Engagement Summit Plan which includes the summit approach, summit team profile, and timeline.

Task 1.5 Deliverables (due by April 1, 2022)

- **Communications Research Plan**
- **Stakeholder Engagement Summit Plan**

Task 1. Deliverables

- A. Submission of **Start-Up Plans** (Program Budget, Preliminary Scope and Schedule of Services, and Community Lead Staffing Plan)
- B. Submission of **Final Scope and Schedule of Services, Training Plans(s), Operations Plan, and Communications Plan**
- C. Submission of **Monthly Report #1 due by August 14, 2021** (Month one, July 1 to July 31)
- D. Submission of **Monthly Report #2 due by September 14, 2021** (Month two, August 1 to August 31)
- E. Submission of **Monthly Report #3 due by October 14, 2021** (Month three, September 1 to September 30)
- F. Submission of **Quarterly Report #1 due by October 14, 2021** (Quarter one: July to September 2021)
- G. Submission of **Monthly Report #4 due by November 14, 2021** (Month four, October 1 to October 31)
- H. Submission of **Monthly Report #5 due by December 14, 2021** (Month five, November 1 to November 30)
- I. Submission of **Monthly Report #6 due by January 14, 2022** (Month six, December 1 to December 31)

- J. Submission of **Quarterly Report #2 due by January 14, 2022** (Quarter two: October to December 2021)
- K. Submission of **Semi-Annual Report #1 due by January 14, 2022** (Period 1, July to December 2021)
- L. Submission of **Monthly Report #7 due by February 14, 2022** (Month seven, January 1 to January 31)
- M. Submission of **Monthly Report #8 due by March 14, 2022** (Month eight, February 1 to February 28)
- N. Submission of **Monthly Report #9 due by April 14, 2022** (Month nine, March 1 to March 31)
- O. Submission of **Quarterly Report #3 due by April 14, 2022** (Quarter three: January to March 2022)
- P. Submission of **Monthly Report #10 due by May 14, 2022** (Month ten, April 1 to April 30)
- Q. Submission of **Monthly Report #11 due by June 14, 2022** (Month eleven, May 1 to May 31)
- R. Submission of **Monthly Report #12 due by July 14, 2022** (Month twelve, June 1 to June 30)
- S. Submission of **Quarterly Report #4 due by July 14, 2022** (Quarter four: April to June 2022)
- T. Submission of **Semi-Annual Report #2 due by July 14, 2022** (Period 2, January to June 2022).
- U. Submission of **Communications Research Plan and Stakeholder Engagement Summit Plan due by April 1, 2022**

All deliverables must be completed, submitted and approved by the end of the grant term to be eligible for reimbursement.

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
oezd.ap@sfgov.org

Re: **DOWNTOWN COMMUNITY AMBASSADOR PROGRAM – 2nd Amendment**
PO # 0000559868

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **JULY 1, 2021**, between **SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT CORPORATION** 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: **\$ 6,627,000.00**

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.

SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT CORPORATION

Signature: _____

Print Name: _____

Title: _____

SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Budget Line Item	Description	Amount
Deliverable 11	1.K. Submission of Semi-Annual Report #1 (Period 1, July to December 2021)	
Deliverable 14	1.N. Submission of Monthly Report #9 (Month nine, March 1 to March 31)	
Deliverable 15	1.O. Submission of Quarterly Report #3 (Quarter three: January to March 2022)	
Deliverable 16	1.P. Submission of Monthly Report #10 (Month ten, April 1 to April 30)	
Deliverable 17	1.Q. Submission of Monthly Report #11 (Month eleven, May 1 to May 31)	
Deliverable 18	1.R. Submission of Monthly Report #12 (Month twelve, June 1 to June 30)	
Deliverable 19	1.S. Submission of Quarterly Report #4 (Quarter four: April to June 2022)	
Deliverable 20	1.T. Submission of Semi-Annual Report #2 (Period 2, January to June 2022)	
Deliverable 21	1.U. Submission of Communications Research Plan	
	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.**

**Appendix E-2
Permitted Subgrantees**

Block by Block (ambassador contractor)
Urban Place Consulting (program initiation, launch, support)
Destination Analysts (surveying)
San Francisco Travel Association (administrative services)
Baker Tilly (auditing services)
DN&Co (Stakeholder Engagement Summit Plan)
SITELAB (Stakeholder Engagement Summit Plan)
AdvanceSF (Stakeholder Engagement Summit Plan)