

File No. 230043

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Appropriations Committee Date March 15, 2023

Board of Supervisors Meeting Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Grant Agreement 7/1/2021</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 1 7/21/2021</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 2 3/1/2022</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 3 10/1/2022</u>
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Completed by: Brent Jalipa Date March 9, 2023

Completed by: Brent Jalipa Date _____

[Grant Agreement Amendment - San Francisco Tourism Improvement District Management Corporation Downtown Welcome Ambassador Program Not to Exceed \$16,227,000]

Resolution approving Amendment No. 4 to a grant agreement between the Office of Economic and Workforce Development and the San Francisco Tourism Improvement District Management Corporation, for management of the Downtown Welcome Ambassador Program; to increase the grant amount by \$6,300,000 for a total not to exceed amount of \$16,227,000 for the period of July 1, 2021, through December 31, 2023; to commence following approval by the Board of Supervisors ; and to authorize the Director of the Office of Economic and Workforce Development to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract.

WHEREAS, The Office of Economic and Workforce Development (OEWD) selected the San Francisco Tourism Improvement District Management Corporation (SFTID MC) through a Request for Proposals to provide as needed project-based support services under that certain Grant Agreement by between the City and SFTID MC, dated as of July 1, 2021 (Original Agreement), having an initial term of one year, as amended by that certain First Amendment to Grant Agreement, dated as of July 1, 2021 (Amendment No. 1), as further amended by that certain Second Amendment to Grant Agreement, dated as of March 1, 2022 (Amendment No. 2), and as further amended by that certain Third Amendment to Grant Agreement, dated as of October 1, 2022 (Amendment No. 3). The Original Agreement together with, Amendment No. 1, Amendment No. 2 and Amendment No. 3 are collectively referred to as, the "Agreement"; and

1 WHEREAS, Under the Agreement, the SFTID MC shall partner with government
2 agencies and community stakeholders to manage the Downtown Community Ambassador
3 Program, a program that focuses on improving conditions in downtown neighborhoods as
4 office workers and tourists are welcomed back to San Francisco. The Program shall be run in
5 alignment with the City's Recovery Plan goals of catalyzing neighborhood recover and
6 supporting cleanliness, health, and safety in public space; and

7 WHEREAS, Through Amendment No. 4, OEWD seeks to increase the amount of the
8 Agreement by \$6,300,000 for a total not to exceed amount of \$16,227,000, and to increase
9 the term, for a term commencing on July 1, 2021, through December 31, 2023; and

10 WHEREAS, San Francisco Charter Section 9.118 requires Board of Supervisors'
11 approval of Amendment No. 4 because it will cause anticipated expenditures under the
12 Agreement to exceed \$10 million dollars; now, therefore, be it

13 RESOLVED, That in accordance with San Francisco Charter Section 9.118, the Board
14 of Supervisors hereby authorizes the Executive Director of OEWD, on behalf of the City and
15 County of San Francisco, to amend the Agreement to increase the contract amount by
16 \$6,300,000 for a total not to exceed amount of \$16,227,000 for a term commencing on July 1,
17 2021, through December 31, 2023; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes OEWD to enter into
19 any amendments or modifications to Amendment No. 4, prior to its final execution by all
20 parties, that the Department determines, in consultation with the City Attorney, are in the best
21 interest of the City, do not otherwise materially increase the obligations or liabilities of the City,
22 are necessary or advisable to effectuate the purposes of the contract and are in compliance
23 with all applicable laws; and, be it

24 FURTHER RESOLVED, That within thirty (30) days of Amendment No. 4 being fully
25 executed by all parties, the Executive Director of OEWD and/or the Director of Office of

Contract Administration/Purchaser shall provide the final contract to the Clerk of the Board for inclusion in the official file (File No. 230043).

Item 2 File 23-0043	Department: Office of Economic & Workforce Development (OEWD)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve the fourth amendment to the Office of Economic and Workforce Development's (OEWD's) grant agreement with the San Francisco Tourism Improvement District Management Corporation to increase the not to exceed amount from \$9,927,000 to \$13,227,000, an increase of \$3,300,000, with no change to the existing term of July 2021 to June 2023. 	
<p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> OEWD oversees two recovery-related community ambassador programs, including the Mid-Market/Tenderloin Community-Based Safety Program and Downtown Ambassadors. The Downtown program is focused on welcoming tourists and office workers. The proposed amended agreement does not make changes to the services provided or permitted subgrantees. 	
<p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The existing grant provides funding for deliverables due through March 2023. The proposed increase of \$3.3 million funds deliverables due to the City between April and June 2023, which were not previously funded. In addition, OEWD intends to amend the proposed resolution to add funds to extend the program through December 2023. Separately, OEWD is proposing to increase the contract amount for the Mid-Market/Tenderloin (File 23-0041). 	
<p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> The original request for proposals (RFP) in June 2021 had strict requirements and was only open for two weeks, which may have led to the City only receiving one response. The proposed grant agreement includes administrative and non-personnel items totaling \$1.4 million, or 10.7 percent of the grant budget, and do not provide direct services. These costs appear high given that the Block by Block budget includes salaries and benefits for two Operations Managers and one General Manager, as well as amounts for administrative support, uniforms, and equipment. The Department of Emergency Management (DEM) will be coordinating with OEWD as well as the Department of Public Health (DPH) to determine where a continued ambassador presence is needed in the City. This coordination will inform decisions related to ongoing staffing, contracting, and service levels in the Mayor's FY 2023-24 proposed budget. 	
<p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> Amend the proposed resolution to clarify that the contract term begins on July 1, 2021, not July 1, 2022. Request that staff from DEM, OEWD, and DPH report on how needs for ambassadors and deployment across the City will be determined in future years during the FY 2023-24 budget process. Approval of the proposed resolution is a policy matter for the Board of Supervisors. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND**Community Ambassador Programs**

The Office of Economic and Workforce Development (OEWD) oversees two recovery-related community ambassador programs, including the Mid-Market/Tenderloin Community-Based Safety Program and Downtown Ambassadors. The Downtown program is focused on welcoming tourists and office workers whereas the Mid-Market/Tenderloin program is focused on quality-of-life issues. Exhibit 1 below provides details on the two grant agreements for the programs. On October 24, 2022, the Mayor announced an increase in the City's community ambassador programs to enhance public safety services. According to OEWD staff, this enhancement included an increase of \$1,600,000 in funding for OEWD ambassador programming to increase the coverage area and number of Ambassadors in the case of the Welcome Ambassadors as well as expanding hours during the holiday season to support shopping and holiday activities. Funding to support these enhancements to ambassador programming was from OEWD budget savings from mayoral enhancements for economic recovery and downtown initiatives.

Exhibit 1: Community Ambassador Programs Funded by the General Fund

Program	Grantee	Term	Existing Amount	Proposed Amount	Change	Percent Change
Mid-Market/Tenderloin Community-Based Safety Program	Mid-Market Foundation	July 2022 to June 2023 (One Year)	\$20,490,000	\$23,590,570	\$3,100,570	15%
Downtown Ambassadors	SF Travel	July 2021 to June 2023 (Two Years)	9,927,000	13,227,000	3,300,000	33%
Total			\$30,417,000	\$36,817,570	\$6,400,570	21%

Source: Grant Agreements

Note: The table does not include community ambassador programs funded by community benefit districts.

OEWD is proposing to increase the contract amount for the Downtown Ambassadors program to continue current service levels through the end of FY 2022-23 and intends to amend the proposed resolution to further increase the contract amount to continue programming through December 2023 without disruption. Separately, OEWD is proposing to increase the contract amount for the Mid-Market/Tenderloin (File 23-0041).

Downtown Community Ambassador Program

In June 2021, OEWD published a Request for Proposals (RFP) to solicit bids from non-profit organizations to provide community ambassador staffing for (a) the Mid-Market/Tenderloin

Community-Based Safety Program and (b) the Downtown Community Ambassador Program. The RFP provided for a maximum \$7.5 million and one-year term for the Downtown scope of work, but also stated that the City may renew or extend programming through FY 2024-25.

San Francisco Tourism Improvement District Management Corporation, a California non-profit benefit organization that allocates funding¹ to San Francisco Travel² programs that draw business and leisure travelers to the City, submitted the only the response for the Downtown Community Ambassador Program scope of work. OEWD scored the proposal 138.50 out of a possible 150 points³ and entered into a \$6.44 million contract with the San Francisco Tourism Improvement District Management Corporation for a term from July 2021 to June 2022.

In July 2021, OEWD adopted the First Amendment to the Agreement, which extended the term from June 2022 to December 2022 for a total term of 18 months and added Appendix E detailing four permitted subgrantees.

In March 2022, OEWD adopted the Second Amendment to the Agreement, extending the term from December 2022 to June 2023 for a total term of two years and increasing the not to exceed from \$6,440,000 to \$6,627,000. The Second Amendment also updated the scope to reflect the additional funding and make changes to the schedule of deliverables and added four additional permitted subgrantees for a total of eight subgrantees.

In October 2022, OEWD adopted the Third Amendment to the Agreement, increasing the not to exceed amount from \$6,627,000 to \$9,927,000 and updating the scope to specify ambassador staffing levels and require regular deployment summaries, among other changes.

Because the original agreement and subsequent amendments were less than \$10 million and less than 10 years, they did not require Board of Supervisors' approval.

As detailed below, the proposed resolution would approve the fourth amendment to OEWD's grant agreement with the San Francisco Tourism Improvement District Management Corporation to increase the not to exceed amount from \$9,927,000 to \$13,227,000 with no change to the existing term of July 2021 to June 2023.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the fourth amendment to OEWD's grant agreement with the San Francisco Tourism Improvement District Management Corporation to increase the not to exceed amount from \$9,927,000 to \$13,227,000, an increase of \$3,300,000, with no change to

¹ As of January 2009, an assessment of 1%-1.5% is levied on gross hotel room revenue to support San Francisco Travel programs.

² The San Francisco Travel Association is a marketing organization founded in 1909, following the 1906 earthquake, to attract tourism to the City.

³ The proposal was evaluated by staff from OEWD and DPW.

the existing term of July 2021 to June 2023. Note, the proposed resolution incorrectly states that the grant period is July 2022 to June 2023.

Service Provided

The proposed amended agreement does not make changes to the services provided or permitted subgrantees. The San Francisco Tourism Improvement District Management Corporation will continue to deploy an average of 40 to 45 ambassadors daily between 8am and 8pm and place ambassadors near transit hubs and tourist destinations in the downtown area, such as Ferry Plaza, Chinatown, and Fisherman's Wharf, with a focus on conventions and special events. Appendix 1 to this report shows the coverage area. The grantee may alter staffing and the deployment area to support special or community events at the grantee's discretion. The grantee is also responsible for training and supporting the ambassadors.

Existing subgrantees include:

- **Block by Block**, which provides ambassador staffing;
- **San Francisco Travel Association**, which provides oversight of the grant and finances;
- **Urban Place Consulting**, which helped San Francisco Travel Association launch the program and provides assistance to maintain the program;
- **Destination Analysts**, which conducts the required community survey;
- **Baker and Tilly**, which provides auditing services;
- **DN&Co**, **SITELAB**, and **AdvanceSF** which provide stakeholder input, facilitation, and coordination services.

Ambassador Activities

The role of the ambassadors is to: (a) provide hospitality and wayfinding to commuters and visitors; (b) engage with people in need and make referrals; and (c) address safety and cleanliness issues by making referrals, such as to 311. Exhibit 2 below shows ambassador activities for 2022, as reported by the San Francisco Tourism Improvement District Management Corporation.

Exhibit 2: Downtown Ambassadors Activities, 2022

Task	2022 Monthly Average	2022 Annual Total
211 Call	2	28
311 Call	42	499
911 Call	6	72
Attraction/Museum Info Provided	8,785	105,422
Business Contact	997	11,962
Business Information Provided	4,970	59,640
CBD Calls	7	78
Collateral Provided	1,344	16,125
Directions Provided	23,144	277,733
Event Information Provided	466	5,586
Hospitality Escort	2,046	24,555
Photo Assistance Provided	5,003	60,035
Positive Neighbor Engagement	1,871	22,452
Program Info Provided	340	4,080
Public Greeting	404,125	4,849,497
Restaurant Recommendation	1,312	15,747
Translation Provided	67	802
Umbrella Escort	5	57
Welfare Check	354	4,252
Average Daily Deployments	42*	

Source: 2022 Full Year Stats, San Francisco Tourism Improvement District Management Corporation

*Average Daily Deployments over three-month period between October and December 2022

Performance Monitoring/Program Evaluation

The grant agreement requires annual program evaluation, including through community surveys. In addition, the grantee provides OEWD with periodic deployment reports, which are summarized in Exhibit 2 above.

The most recent community survey was completed in April 2022. The 407 respondents included San Francisco residents and visitors. According to the survey, due to the presence of welcome ambassadors:

- 80 percent of respondents felt welcomed in the City;
- 56 percent of respondents felt safer in the City;
- 46 percent of respondents felt more informed or confident enjoying the City; and
- 35 percent of respondents were more likely to recommend the City as a place to visit.

Results from the 2023 community survey will be included in a Final Program Evaluation Report due to the City by June 20, 2023.

FISCAL IMPACT

The proposed grant agreement provides for milestone payments, payable upon receipt of foundational and ramp-down program plans and monthly or quarterly activity reports. The programmatic budget is shown in Exhibit 3 below. The existing grant provides funding for deliverables due through March 2023. The proposed increase of \$3.3 million funds deliverables due to the City between April and June 2023, which were not previously funded by the existing grant. According to OEWD, the proposed increase adds \$3.3 million in approved funds in OEWD's FY 2022-23 budget for the program. In addition, OEWD intends to amend the proposed resolution to add additional funds (not shown in Exhibit 3 below) to extend the program through December 2023 and continue service without disruption for that period.

Exhibit 3: Grant Agreement Budget

	FY 2021-22	FY 2022-23	Total	Percent of Total
SFTIDMC				
Salary and Benefits	\$182,250	\$145,125	\$327,375	
Accounting, Auditing, and Payroll Processing Fee	8,500	2,250	10,750	
Insurance & Taxes	3,000	2,475	5,475	
Telecommunications	5,600	2,565	8,165	
Management Information System	22,900	6,300	29,200	
Staff Development	3,000	4,500	7,500	
Hosted Function ⁴	22,400	9,000	31,400	
Food/Meals	10,500	4,500	15,000	
Uniforms	30,755	0	30,755	
Equipment (Radio)	29,985	1,800	31,785	
Marketing Costs ⁵	75,000	13,500	88,500	
Other Support Costs	5,980	5,670	11,650	
Subtotal, SFTIDMC	399,870	197,685	597,555	4.5%
Subgrant: SF Travel				
Rent & Office/Equipment Maintenance	17,880	14,081	31,961	
SF Travel Staff Administrative Services	172,500	144,000	316,500	
Subtotal, SF Travel	190,380	158,081	348,461	2.6%
Subgrant: Destination Analysis	30,000	34,235	64,235	0.5%
Subgrant: Downtown Recovery Project ⁶	187,000	0	187,000	1.4%
Subgrant: Baker Tilly (Audit Services)		5,000	5,000	0.0%
Subgrant: Urban Place Consulting	168,000	110,000	278,000	2.1%
Subgrant: Block by Block	5,651,750	6,095,000	11,746,750	88.8%
Total	\$6,627,000	\$6,600,000	\$13,227,000	100.0%

Source: OEWD

Costs are funded by the General Fund. As of February 2023, \$9,507,000 of the \$9,927,000 grant agreement (96 percent) had been spent. The proposed \$3.3 million increase will be funded by OEWD's FY 2022-23 budget for the grant, including carryforwards from FY 2021-22. OEWD's FY 2021-22 budget included \$6,627,000, and the FY 2022-23 budget included an additional \$5,000,000, for a total of \$11,627,000. The remaining \$1,600,000 would be funded by budget

⁴ According to OEWD staff, this line item is budgeted for stakeholder meetings and employee appreciations.

⁵ According to OEWD staff, this program meant to support the return of the City's tourism industry and the marketing budget is used to promote it to meeting planners, conventions, and other industry stakeholders.

⁶ According to OEWD staff, the Downtown Recovery Project was a facilitated community stakeholder process intended to identify strategies for economic recovery and increasing the presence of employees and tourists in the Downtown area.

savings from mayoral economic recovery programming at OEWD, which is sufficient to fund the two-year grant of \$13,227,000.

POLICY CONSIDERATION

The Downtown Ambassadors Program appears to be an innovative intervention to improve the quality of life and experience for the area's visitors, residents, and businesses. OEWD has designed the program to include ongoing input from area residents and visitors and includes funding for those efforts in the proposed grant agreement.

We note issues related to the procurement and budget for this contract below.

Restrictive Proposal Timeline & Requirements

Minimum qualifications for proposers to the 2021 RFP included: (a) being a non-profit eligible to do business with the City; (b) having an organizational mission with geographic reach that is citywide and/or includes downtown neighborhoods and key tourist destinations, including Fisherman's Wharf and Chinatown; (c) including area businesses as part of its membership and governance; (d) demonstrating support from two to three community benefit districts; and (e) other requirements related to demonstrating experience in the desired service areas, working with City agencies, and managing budgets in excess of \$10 million. According to OEWD staff, although the purpose of the RFP was to identify community ambassador staffing providers, the above qualifications were included in the RFP so that grantees would be able to provide community relationships and perspectives necessary for the successful deployment and success of the program.

In addition, the 2021 RFP was only open for two weeks. According to OEWD staff, the short timeline was due to the urgency to start the program. We note however that this timeline, combined with the minimum qualifications, may have limited the pool of proposers.

Administrative and Non-Personnel Costs

As shown in Exhibit 3 above, the proposed grant agreement includes \$597,555 for the San Francisco Tourism Improvement Management Corporation's management of the program, \$348,461 for the San Francisco Travel Association's administrative support to the program, \$278,000 for Urban Place Consulting to assist in the launch and on-going operation of the program, and \$187,000⁷ for Downtown Recovery Project to get community input and ideas to develop strategies for increasing the number of people returning to San Francisco's Downtown. These items total \$1.4 million, or 10.7 percent of the grant budget, and do not provide direct services. These costs appear high given that the Block by Block budget (according to the organization's budget proposal) includes salaries and benefits for two Operations Managers and one General Manager, as well as amounts for administrative support, uniforms, and equipment.

⁷ According to OEWD staff, this budget amount came from a different source of funds from the budget allocation for ambassadors.

According to OEWD staff, these expenditures are related to the management and administration of the grant and design of the program.

Future of City Ambassador Programs

The Downtown Ambassadors program was designed to promote economic recovery in the downtown area, which was impacted by the COVID-19 pandemic and the onset of widespread remote work. According to the existing agreement, the intent of the program is to ramp down ambassador presence over time. However, the proposed amended grant agreement does not indicate any reduction to ambassador deployment during FY 2022-23.⁸

According to OEWD staff, the Department of Emergency Management (DEM) will be coordinating with OEWD as well as the Department of Public Health (DPH) to determine where a continued ambassador presence is needed in the City. This coordination will inform decisions related to ongoing staffing, contracting, and service levels in the Mayor's FY 2023-24 proposed budget according to Anna Duning, the Mayor's Budget Director. The Board of Supervisors could request that staff from DEM, OEWD, and DPH report on how future needs for ambassadors and deployment across the City will be determined in future years during the FY 2023-24 budget process.

Downtown Ambassadors Ramp Down Plan

The existing agreement required that the grantee prepare a ramp down plan detailing how ambassador presence could be reduced over time, a FY 2023-24 budget proposal, and alternative sources of funding for sustaining the initiative after the grant. The ramp down plan prepared by the grantee did not detail how to reduce ambassador deployment over time or provide a FY 2023-24 budget proposal but did identify alternative funding sources if the City could no longer fund the program, including:

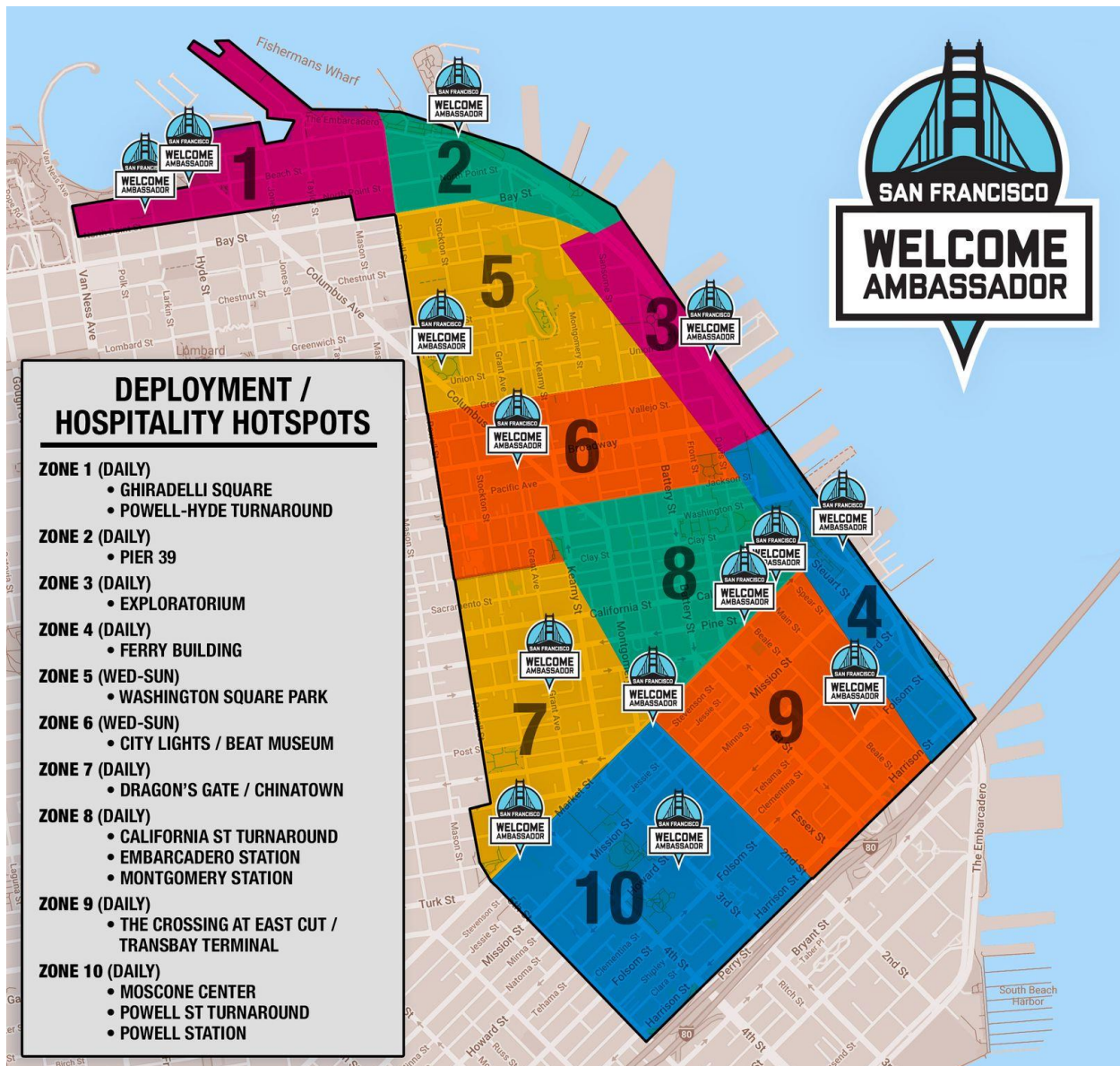
- An allocation of 1.25% of City hotel tax revenue;
- An overall City-managed Ambassador Grant Pool which would allocate funding to all City ambassador programs based on current needs;
- Donations from major corporations;
- Funding from the Moscone Center to fund ambassadors during events; and
- Funding from the San Francisco Tourism Improvement District, which would require approval from a majority of the Tourism Improvement District Board of Directors.

⁸ According to OEWD staff, there is not a current plan to reduce the deployment beyond attrition that is expected to bring the current staffing levels down to a level that is reflective of the FY 2023-24 baseline budget amount. OEWD staff plan to work with DEM and ADM to determine where a continued ambassador presence is needed.

RECOMMENDATIONS

1. Amend the proposed resolution to clarify that the contract term begins on July 1, 2021, not July 1, 2022.
2. Request that staff from DEM, OEWD, and DPH report on how needs for ambassadors and deployment across the City will be determined in future years during the FY 2023-24 budget process.
3. Approval of the proposed resolution is a policy matter for the Board of Supervisors.

Appendix 1: Downtown Ambassadors Coverage Area



Source: San Francisco Tourism Improvement District website

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

FOURTH AMENDMENT
TO GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT
CORPORATION

DOWNTOWN COMMUNITY AMBASSADOR PROGRAM

THIS FOURTH AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **February 2023**, in San Francisco, California, by and between **San Francisco Tourism Improvement District Management Corporation, a California Non-Profit Mutual Benefit 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, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals (“RFP”) RFP 217, Program Area B, Downtown Community Ambassador Program, issued on June 8, 2021, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the San Francisco Board of Supervisors adopted Resolution No. [REDACTED] on [REDACTED], approving this Fourth Amendment in accordance with the requirements of San Francisco Charter Section 9.118.

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

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, 2021** between Grantee and City, as amended by the:

First Amendment,	dated July 1, 2021 , and further amended by the
Second Amendment,	dated March 1, 2022
Third Amendment,	dated October 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) **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 **NINE MILLION NINE HUNDRED TWENTY-SEVEN THOUSAND Dollars (\$9,927,000).**”

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

“In no event shall the amount of Grant Funds disbursed hereunder exceed **THIRTEEN MILLION TWO HUNDRED TWENTY-SEVEN THOUSAND Dollars (\$13,227,000).**”

(f) **Appendix A.** Appendix A, Budget, of the Grant Agreement, Appendix A-1 of the Second Amendment, and Appendix A-2 of the Third Amendment display the total amount of **\$9,927,000.**

Such section is hereby amended to add Appendix A-3, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

(h) **Appendix C.** Appendix C-2, Invoicing and Payment Instructions, of the Third Amendment, describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-3, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **March 1, 2023.**

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: \s3\

\n3\

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 mutual benefit corporation

By: \s1\

\n1\

Name: John Anderson

Title: Chief Executive Officer

Federal Tax ID Number: 26-4814856

City Supplier Number: 0000011177

Approved as to Form:

David Chiu
City Attorney

By: \s2\

\n2\

Vincent L. Brown
Deputy City Attorney

**Appendix A-3
Budget**

Deliverable	Description of Deliverable	Due Date	Amount
Deliverable 30	Task 1.3 Program and Budget Report March 2023	4/14/2023	\$425,000.00
Deliverable 31	Task 1.4 Financial Report 2 April 2023	4/14/2023	\$425,000.00
Deliverable 32	Task 1.3 Program and Budget Report April 2023	5/14/2023	\$425,000.00
Deliverable 33	Task 1.3 Program and Budget Report May 2023	6/14/2023	\$425,000.00
Deliverable 34	Task 1.3 Program and Budget Report June 2023	6/20/2023	\$425,000.00
Deliverable 35	Task 1.4 Financial Report 3 June 2023	6/20/2023	\$395,000.00
Deliverable 36	Task 1.5 Final Program Evaluation Report June 2023	6/20/2023	\$395,000.00
Deliverable 37	Task 1.6 FY24 Budget Proposal June 2023	6/20/2023	\$385,000.00
	Total Budget Amount:		\$3,300,000.00

Appendix C-3 Invoicing and Payment Instructions

Instructions:

- I. Grantee will submit a “**Funding Request**” and “**Schedule 1 To Request for Funding**” (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: owd.ap@sfgov.org. Please reference “Invoice Submission,” your organization or agency name, grant project title, Purchase Order number, and the month and year for which funds are being requested, and OEWD Programmatic contact (see Article 15) in the subject line of the email.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the Funding Request may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the Funding Request and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final Funding Request which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final Funding Request. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. **NOTE: Note that all deliverables must be approved by the PM and submitted with written approval to owd.ap@sfgov.org on or before the term end date.**
- V. OEWD may change the Funding Request submission method at its discretion by notifying Grantee.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee's delivery of the property to City. Grantee may not alienate, transfer or encumber such property without City's prior written consent. At the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.
 - B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.

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

FUNDING REQUEST

_____, 20__ (Date of invoice submission)

Office of Economic and Workforce Development (OEWD)
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
oe wd.ap@sfgov.org

Re: **DOWNTOWN COMMUNITY AMBASSADOR PROGRAM - 4TH AMENDMENT**

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** (“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: \$ **13,227,000.00**

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,
a **California** nonprofit mutual benefit corporation

Signature: _____

Print Name: _____

Title: _____

SCHEDULE 1 TO REQUEST FOR FUNDING

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

Budget Line Item	Description	Amount
Deliverable 26	Task 1.3 Program and Budget Report December 2022	
Deliverable 27	Task 1.4 Financial Report 1 January 2023	
Deliverable 28	Task 1.3 Program and Budget Report January 2023	
Deliverable 29	Task 1.3 Program and Budget Report February 2023	
Deliverable 30	Task 1.3 Program and Budget Report March 2023	
Deliverable 31	Task 1.4 Financial Report 2 April 2023	
Deliverable 32	Task 1.3 Program and Budget Report April 2023	
Deliverable 33	Task 1.3 Program and Budget Report May 2023	
Deliverable 34	Task 1.3 Program and Budget Report June 2023	
Deliverable 35	Task 1.4 Financial Report 3 June 2023	
Deliverable 36	Task 1.5 Final Program Evaluation Report June 2023	
Deliverable 37	Task 1.6 FY24 Budget Proposal June 2023	
	Total Amount Invoiced:	

The following are attached as part of this Schedule 1:

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

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

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT CORPORATION

THIS GRANT AGREEMENT (“Agreement”) is made as of **JULY 1, 2021**, in the City and County of San Francisco, State of California, by and between **SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT CORPORATION**, a California nonprofit public benefit corporation (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **THE OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT** (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department for a **Downtown Community Ambassadors** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

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; and

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

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

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

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

- (b) **“Application Documents”** shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) **“Budget”** shall mean the budget attached hereto as part of Appendix B.
- (d) **“Charter”** shall mean the Charter of City.
- (e) **“Contractor”** shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) **“Controller”** shall mean the Controller of City.
- (g) **“Eligible Expenses”** shall have the meaning set forth in Appendix A.
- (h) **“Event of Default”** shall have the meaning set forth in Section 11.1.
- (i) **“Fiscal Quarter”** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) **“Fiscal Year”** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) **“Funding Request”** shall have the meaning set forth in Section 5.3(a).
- (l) **“Grant”** shall mean this Agreement.
- (m) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) **“Grant Plan”** shall have the meaning set forth in Appendix B.
- (o) **“Indemnified Parties”** shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) **“Publication”** shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment

of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

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

ARTICLE 2

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

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

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

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

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

2.5 Maximum Costs. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the

maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

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

3.2 Duration of Term. The term of this Agreement shall commence on **JULY 1, 2021** and expire on **JUNE 30, 2022**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

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

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

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

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

4.5 Publications and Work Product.

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

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

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

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

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

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the

Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

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

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

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

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

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

5.5 Construction.

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

(b) For any construction project costing \$200,000 or more, Grantee shall competitively bid the work. For any project costing more than \$5,000 but less than \$200,000, Grantee shall informally or formally solicit at least 3 proposals or bids from eligible contractors. Grantee may seek a waiver of these requirements from the City with justification, but any such waiver may be given or withheld in the City's sole discretion. For construction and rehabilitation projects that require building permits, Grantee shall

consult with the Mayor's Office on Disability before applying for such permit to ensure that any disability accommodation issues are appropriately addressed.

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

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

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

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

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

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

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

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

6.7 Submitting False Claims Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

ARTICLE 7 TAXES

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

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

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

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

thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

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

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

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

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

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(6) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

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

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

8.4 Conflict of Interest.

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

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection,

“immediate family” shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

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

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

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

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

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

settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

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

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

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

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

(b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

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

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

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

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

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

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

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

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

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

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

ARTICLE 14

INDEPENDENT CONTRACTOR STATUS

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

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

14.3 Consequences of Recharacterization.

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

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

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

ARTICLE 15

NOTICES AND OTHER COMMUNICATIONS

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

If to the Department or City: **CITY & COUNTY OF SAN FRANCISCO**
OFFICE OF ECONOMIC AND WORKFORCE
DEVELOPMENT
1 SOUTH VAN NESS AVE., 5TH FLOOR
 San Francisco, CA **94103**

Attn: **JULIA AYENI (JULIA.AYENI@SFGOV.ORG)**

If to Grantee:

SAN FRANCISCO TOURISM IMPROVEMENT
DISTRICT MANAGEMENT CORPORATION
ONE FRONT STREET, SUITE 2900
San Francisco, CA **94111**
Attn: **PAUL FRENTSOS**
Email: **PAUL@SFTRAVEL.COM**

Any notice of default must be sent by registered mail.

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

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

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

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

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

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

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

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

16.3 Reserved.

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

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

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

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

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

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which

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

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

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

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

“saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Reserved. (Working with Minors)

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

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

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this

Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.18 Reserved. (Slavery Era Disclosure)

16.19 Distribution of Beverages and Water.

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

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

16.20 Reserved.

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

ARTICLE 17 MISCELLANEOUS

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

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

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

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue

for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

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

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

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

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

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

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

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

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

Section 14.3 Consequences of
Recharacterization.

This Article 17 Miscellaneous

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


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

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

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

CITY

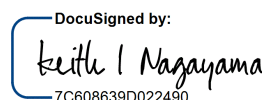
**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

By: 

Kate Solis
Director

Approved as to Form:


Dennis J. Herrera
City Attorney

By: 

Keith Nagayama
Deputy City Attorney

GRANTEE:

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

By: 

262F4159B4934D2...

Print Name: Stefan Muhle

Title: Board Chair

Federal Tax ID #: 26-4814856

City Supplier Number: 0000011177

Appendix A--Definition of Eligible Expenses

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

All Eligible Expenses *must* be:

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

Eligible Expenses shall *include*:

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

Eligible Expenses shall specifically *exclude*:

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

Budget

B. DELIVERABLE-BASED ACTIVITIES				
		Description of Deliverable / Payment Trigger		
Deliverables	Deliverable 1	1.A. Submission of Start-Up Plans (Program Budget, Preliminary Scope and Schedule of Services, and Community Lead Staffing Plan) due August 31	\$	500,000.00
Deliverables	Deliverable 2	1.B. Submission of Final Scope and Schedule of Services, Training Plans(s), Operations Plan, and Communications Plan due August 31	\$	500,000.00
Deliverables	Deliverable 3	1.C. Submission of Monthly Report #1 due by August 14 (Month one, July 1 to July 31)	\$	442,000.00
Deliverables	Deliverable 4	1.D. Submission of Monthly Report #2 due by September 14 (Month two, August 1 to August 31)	\$	442,000.00
Deliverables	Deliverable 5	1.E. Submission of Monthly Report #3 due by October 14 (Month three, September 1 to September 30)	\$	441,000.00
Deliverables	Deliverable 6	1.F. Submission of Quarterly Report #1 due by October 14 (Quarter one: July to September 2021)	\$	275,000.00
Deliverables	Deliverable 7	1.G. Submission of Monthly Report #4 due by November 14 (Month four, October 1 to October 31)	\$	275,000.00
Deliverables	Deliverable 8	1.H. Submission of Monthly Report #5 due by December 14 (Month five, November 1 to November 30)	\$	275,000.00
Deliverables	Deliverable 9	1.I. Submission of Monthly Report #6 due by January 14 (Month six, December 1 to December 31)	\$	275,000.00
Deliverables	Deliverable 10	1.J. Submission of Quarterly Report #2 due by January 14 (Quarter two: October to December 2021)	\$	275,000.00
Deliverables	Deliverable 11	1.K. Submission of Semi-Annual Report #1 due by January 14 (Period 1, July to December 2021)	\$	275,000.00
Deliverables	Deliverable 12	1.L. Submission of Monthly Report #7 due by February 14 (Month seven, January 1 to January 31)	\$	275,000.00
Deliverables	Deliverable 13	1.M. Submission of Monthly Report #8 due by March 14 (Month eight, February 1 to February 28)	\$	275,000.00
Deliverables	Deliverable 14	1.N. Submission of Monthly Report #9 due by April 14 (Month nine, March 1 to March 31)	\$	275,000.00
Deliverables	Deliverable 15	1.O. Submission of Quarterly Report #3 due by April 14 (Quarter three: January to March 2022)	\$	275,000.00
Deliverables	Deliverable 16	1.P. Submission of Monthly Report #10 due by May 14 (Month ten, April 1 to April 30)	\$	275,000.00
Deliverables	Deliverable 17	1.Q. Submission of Monthly Report #11 due by June 14 (Month eleven, May 1 to May 31)	\$	275,000.00
Deliverables	Deliverable 18	1.R. Submission of Monthly Report #12 due by June 30 (Month twelve, June 1 to June 30)	\$	275,000.00
Deliverables	Deliverable 19	1.S. Submission of Quarterly Report #4 due by June 30 (Quarter four: April to June 2022)	\$	275,000.00
Deliverables	Deliverable 20	1.T. Submission of Semi-Annual Report #2 due by June 30 (Period 2, January to June 2022)	\$	265,000.00
Subtotal Deliverables				\$ 6,440,000.00

Appendix B--Definition of Grant Plan

The term “Grant Plan” shall mean

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 term of the grant shall be from **July 1, 2021 to June 30, 2022**.

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 \$6.44 million 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.

Grantee shall implement all deliverables described in Task 1.1 (Program Budget, Preliminary Scope and Schedule of Services, Community Lead Staffing Plan, Final Scope and Schedule of Services, Training Plans, Operations Plan, and Communications Plan) and report outcomes in monthly and quarterly reports. Reimbursement for deliverables is contingent on approval of reports and documents submitted in a format acceptable to OEWD.

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 June 30** (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** (Quarter one: July to September 2021)
- **Quarterly Report #2 due by January 14** (Quarter two: October to December 2021)
- **Quarterly Report #3 due by April 14** (Quarter three: January to March 2022)
- **Quarterly Report #4 due by June 30** (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** (Period 1, July to December 2021)
- **Semi-Annual Report #2 due by June 30** (Period 2, January to June 2022)

Task 1. Deliverables

- Submission of **Start-Up Plans** (Program Budget, Preliminary Scope and Schedule of Services, and Community Lead Staffing Plan) **due by August 31, 2021**
- Submission of **Final Scope and Schedule of Services, Training Plans(s), Operations Plan, and Communications Plan due by August 31, 2021**
- Submission of **Monthly Report #1 due by August 14** (Month one, July 1 to July 31)
- Submission of **Monthly Report #2 due by September 14** (Month two, August 1 to August 31)
- Submission of **Monthly Report #3 due by October 14** (Month three, September 1 to September 30)
- Submission of **Quarterly Report #1 due by October 14** (Quarter one: July to September 2021)
- Submission of **Monthly Report #4 due by November 14** (Month four, October 1 to October 31)

- H. Submission of **Monthly Report #5 due by December 14** (Month five, November 1 to November 30)
- I. Submission of **Monthly Report #6 due by January 14** (Month six, December 1 to December 31)
- J. Submission of **Quarterly Report #2 due by January 14** (Quarter two: October to December 2021)
- K. Submission of **Semi-Annual Report #1 due by January 14** (Period 1, July to December 2021)
- L. Submission of **Monthly Report #7 due by February 14** (Month seven, January 1 to January 31)
- M. Submission of **Monthly Report #8 due by March 14** (Month eight, February 1 to February 28)
- N. Submission of **Monthly Report #9 due by April 14** (Month nine, March 1 to March 31)
- O. Submission of **Quarterly Report #3 due by April 14** (Quarter three: January to March 2022)
- P. Submission of **Monthly Report #10 due by May 14** (Month ten, April 1 to April 30)
- Q. Submission of **Monthly Report #11 due by June 14** (Month eleven, May 1 to May 31)
- R. Submission of **Monthly Report #12 due by June 30** (Month twelve, June 1 to June 30)
- S. Submission of **Quarterly Report #4 due by June 30** (Quarter four: April to June 2022)
- T. Submission of **Semi-Annual Report #2 due by June 30** (Period 2, January to June 2022).

Budget Line Item	Description	Total Budget
Deliverable 1	1.A. Submission of Start-Up Plans (Program Budget, Preliminary Scope and Schedule of Services, and Community Lead Staffing Plan) due by August 31, 2021	\$500,000
Deliverable 2	1.B. Submission of Final Scope and Schedule of Services, Training Plans(s), Operations Plan, and Communications Plan due by August 31, 2021	\$500,000
Deliverable 3	1.C. Submission of Monthly Report #1 due by August 14 (Month one, July 1 to July 31)	\$442,000
Deliverable 4	1.D. Submission of Monthly Report #2 due by September 14 (Month two, August 1 to August 31)	\$442,000
Deliverable 5	1.E. Submission of Monthly Report #3 due by October 14 (Month three, September 1 to September 30)	\$441,000
Deliverable 6	1.F. Submission of Quarterly Report #1 due by October 14 (Quarter one: July to September 2021)	\$275,000
Deliverable 7	1.G. Submission of Monthly Report #4 due by November 14 (Month four, October 1 to October 31)	\$275,000
Deliverable 8	1.H. Submission of Monthly Report #5 due by December 14 (Month five, November 1 to November 30)	\$275,000
Deliverable 9	1.I. Submission of Monthly Report #6 due by January 14 (Month six, December 1 to December 31)	\$275,000
Deliverable 10	1.J. Submission of Quarterly Report #2 due by January 14 (Quarter two: October to December 2021)	\$275,000
Deliverable 11	1.K. Submission of Semi-Annual Report #1 due by January 14 (Period 1, July to December 2021)	\$275,000
Deliverable 12	1.L. Submission of Monthly Report #7 due by February 14 (Month seven, January 1 to January 31)	\$275,000

Deliverable 13	1.M. Submission of Monthly Report #8 due by March 14 (Month eight, February 1 to February 28)	\$275,000
Deliverable 14	1.N. Submission of Monthly Report #9 due by April 14 (Month nine, March 1 to March 31)	\$275,000
Deliverable 15	1.O. Submission of Quarterly Report #3 due by April 14 (Quarter three: January to March 2022)	\$275,000
Deliverable 16	1.P. Submission of Monthly Report #10 due by May 14 (Month ten, April 1 to April 30)	\$275,000
Deliverable 17	1.Q. Submission of Monthly Report #11 due by June 14 (Month eleven, May 1 to May 31)	\$275,000
Deliverable 18	1.R. Submission of Monthly Report #12 due by June 30 (Month twelve, June 1 to June 30)	\$275,000
Deliverable 19	1.S. Submission of Quarterly Report #4 due by June 30 (Quarter four: April to June 2022)	\$275,000
Deliverable 20	1.T. Submission of Semi-Annual Report #2 due by June 30 (Period 2, January to June 2022)	\$265,000
Total Amount		\$6,440,000

Appendix C—Invoicing and Payment Instructions

Instructions:

I. Grantee will submit a “**Funding Request**” and “**Schedule 1 To Request for Funding**” (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: **oewd.ap@sfgov.org**. 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 AMBASSADOR PROGRAM**

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** ("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: \$ **\$6,440,000**

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

The following are attached as part of this Schedule 1:

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

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

Appendix E--Permitted Subgrantees

None.

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

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT
CORPORATION**

**FIRST AMENDMENT
DOWNTOWN COMMUNITY AMBASSADOR PROGRAM**

This AMENDMENT of the **JULY 1, 2021 Grant Agreement** (the "Agreement") is dated as of **JULY 1, 2021** and is made in the City and County of San Francisco, State of California, by and between **SAN FRANCISCO TOURISM IMPROVEMENT DISTRICT MANAGEMENT CORPORATION** ("Grantee"), a California non-profit public benefit corporation; and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through the **OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT** ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through Request for Proposals **217** issued **JUNE 8, 2021** and this modification is consistent therewith; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, the original grant is being amended to **EXTEND THE PERFORMANCE PERIOD AND UPDATE SUBGRANTEES** of the Grant Agreement; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
- 2. Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:
 - (a) Article 3.2. Duration of Term**, of the Grant 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 **JUNE 30, 2022**.

*Such section is hereby deleted and replaced in its entirety to read as follows (**new text in bold**)*

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**.

(b) Appendix E. Appendix E, Permitted Subgrantees, of the Grant Agreement lists the permitted subgrantees.

Such section is hereby amended to add Appendix E-1, which lists the additional 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 the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

Appendix E-1
Permitted Subgrantees

Block by Block (ambassador contractor)
Urban Place Consulting (program initiation, launch, support)
Destination Analysts (surveying)
San Francisco Travel Association (administrative services)

**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: E98F00C52682407
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:
By: Stefan Muhle
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
oewd.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)

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

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

DOWNTOWN COMMUNITY AMBASSADOR PROGRAM

THIS THIRD AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **October 2022**, in San Francisco, California, by and between **San Francisco Tourism Improvement District Management Corporation, a California Non-Profit Mutual Benefit 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, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through RFP 217, Program Area B, Downtown Community Ambassador Program, through 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 **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.

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, 2021** between Grantee and City, as amended by the:

First Amendment, dated **July 1, 2021**, and further amended by the
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)

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 SIX HUNDRED TWENTY-SEVEN THOUSAND Dollars (\$6,627,000).**”

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

“In no event shall the amount of Grant Funds disbursed hereunder exceed **NINE MILLION NINE HUNDRED TWENTY-SEVEN THOUSAND Dollars (\$9,927,000).**”

(b) **Section 16.20. of the Second Amendment is hereby amended in its entirety to read as follows:**

“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 Agreement 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).”

(c) **Appendix A.** Appendix A, Budget, of the Grant Agreement, and Appendix A-1, Budget, of the Second Amendment display the total amount **\$6,627,000.**

Such section is hereby amended to add Appendix A-2, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

- (d) **Appendix B.** Appendix B, Definition of Grant Plan, of the Grant Agreement, and Appendix B-1, Definition of Grant Plan, of the Second Amendment describe the services to be provided.

Such section is hereby amended to add Appendix B-2, which is attached hereto and incorporated herein by this reference and displays the additional services to be provided under this Amendment.

- (e) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement, and Appendix C-1, Invoicing and Payment Instructions, of the Second Amendment describe the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-2, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **October 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.

[Signatures appear on following page]

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

CITY:

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

DocuSigned by:
Kate Sofis
By: F98F00C52682407
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 mutual benefit corporation

DocuSigned by:
John Anderson
By: F80C90E2AF0444D...

Name: John Anderson

Title: Board Chair

Federal Tax ID Number: 26-4814856

City Supplier Number: 0000011177

Approved as to Form:

David Chiu
City Attorney

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

**Appendix A-2
Budget**

Deliverable	Description of Deliverable / Payment Trigger	Due Date	Amount
Deliverable 22	Task 1.1. Foundational Program Plan	10/15/2022	\$1,000,000.00
Deliverable 23	Task 1.2 Ramp Down Program Plan	11/15/2022	\$560,000.00
Deliverable 24	Task 1.3 Program and Budget Report October 2022	11/14/2022	\$330,000.00
Deliverable 25	Task 1.3 Program and Budget Report November 2022	12/14/2022	\$330,000.00
Deliverable 26	Task 1.3 Program and Budget Report December 2022	1/14/2023	\$330,000.00
Deliverable 27	Task 1.4 Financial Report 1 January 2023	1/14/2023	\$250,000.00
Deliverable 28	Task 1.3 Program and Budget Report January 2023	2/14/2023	\$250,000.00
Deliverable 29	Task 1.3 Program and Budget Report February 2023	3/14/2023	\$250,000.00
Deliverable 30	Task 1.3 Program and Budget Report March 2023	4/14/2023	\$0.00
Deliverable 31	Task 1.4 Financial Report 2 April 2023	4/14/2023	\$0.00
Deliverable 32	Task 1.3 Program and Budget Report April 2023	5/14/2023	\$0.00
Deliverable 33	Task 1.3 Program and Budget Report May 2023	6/14/2023	\$0.00
Deliverable 34	Task 1.3 Program and Budget Report June 2023	6/20/2023	\$0.00
Deliverable 35	Task 1.4 Financial Report 3 June 2023	6/20/2023	\$0.00
Deliverable 36	Task 1.5 Final Program Evaluation Report June 2023	6/20/2023	\$0.00
Deliverable 37	Task 1.6 FY24 Budget Proposal June 2023	6/20/2023	\$0.00
	Total Budget Amount:		\$3,300,000.00

Appendix B-2 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 supports the City’s Recovery Plan goals of catalyzing neighborhood recovery and cleanliness, health, and safety in public spaces.

III. PROJECT DEFINITIONS

CBD – Community Benefit District

City – City and County of San Francisco, OEWD

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 Regeneration)
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 administer the **Downtown Community Ambassador Program** (“Project”), which was awarded via RFP 217, published in June 2021.

The goal of the Project is to provide a consistent, welcoming atmosphere for convention visitors, other tourists, returning office workers, and storefront businesses — all of which are key drivers to our economic recovery. The program will place ambassadors in high visibility locations around transit hubs as well as downtown area tourist destinations such as Fisherman’s Wharf, Chinatown and the Ferry Plaza,

but the deployment will be managed flexibly in order to send support to the geographic locations with the most foot traffic, with a particular emphasis on special events and conventions. Deployment locations will thus shift regularly among days and weeks. The program will complement existing CBD and SFPD ambassador programs and coordinate with them. 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, i.e. to 311

The grantee will deploy an average of 40-45 ambassadors from 8am to 8pm daily, with exceptions at the grantee's discretion to support special or community events. The grantee will manage the program, ensuring ambassadors are trained and supported, with a particular focus on providing strong hospitality services. All ambassadors will be trained together, including training in de-escalation practices. The community lead will facilitate training and oversee daily operations with support from City and community partners.

The intention is for a significant initial ambassador presence at the outset that will ramp down.

Grantee's deployment plan will be approved by OEWD with input from key City partners, as well as with input from key external stakeholders via the Large Employer Advisory Group.

Additional priorities will be for the program to:

- Provide monthly budget reports which include a past and future monthly cost for the purpose of consistent budgeting
- Provide weekly deployment summaries each month
- Implement an annual program evaluation, including via community surveys
- Plan for program ramp down and transition, beginning with a decrease in funding in FY23

IV. TASKS AND DELIVERABLES

Program tasks and deliverables refer to FY23 activities.

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 Program and Budget Report requirements (see below) and a map of current and future deployment.

Task 1.1 Deliverable:

- Foundational Program Plan (due October 15, 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.

Task 1.2 Deliverable:

- Ramp Down Program Plan (due November 15, 2022)

Task 1.3 Grantee shall provide Program and Budget Reports to the City's Team within 14 calendar days after each month (or the final day of the grant term) for the entirety of the grant term. All requested metrics should be tallied in a table of cumulative monthly metrics. Program and Budget Reports shall include:

- Total monthly Ambassador hours logged
- Number of Ambassadors deployed on average daily
- Number of Ambassador FTEs deployed
- Number of positive engagements with neighbors
- Number of welfare checks
- Number of requests for 911 help
- Number of 311 requests
- Cost of current monthly deployment
- Cost of next month deployment
- Amount to be invoiced to OEWD

Reports to also include

- Weekly ambassador deployment summaries for each week with detailed zone locations.
- 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

- **October Program and Budget Report** (due by November 14)
- **November Program and Budget Report** (due by December 14)
- **December Program and Budget Report** (due by January 14)
- **January Program and Budget Report** (due by February 14)
- **February Program and Budget Report** (due by March 14)
- **March Program and Budget Report** (due by April 14)
- **April Program and Budget Report** (due by May 14)
- **May Program and Budget Report** (due by June 14)
- **June Program and Budget Report** (due by June 20)

Task 1.4 Grantee shall provide three financial reports to the City's Team within 14 calendar days after each quarter (or the end of the grant term) for the entirety of the grant term. 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 Financial Report 1 only).

Task 1.4 Deliverables

- **Quarterly Financial Report October to December** (due by January 14)

- **Quarterly Financial Report January to March** (due by April 14)
- **Quarterly Financial Report April to June** (due by June 20)

Task 1.5 Grantee shall provide a Final Program Evaluation Report to the City's Team by June 30, 2023. The Final Report shall include cumulative outputs based on Program and Budget Report criteria. Report should also include survey results from community stakeholder engagement and evaluation surveys. Survey should be developed and shared with City agencies.

Task 1.5 Deliverables

- **Final Program Evaluation Report due by June 20, 2023**

Task 1.6 Grantee shall provide a FY24 Budget Proposal to the City's Team on June 30, 2023. 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.

Task 1.6 Deliverables

- **FY24 Budget Proposal due by June 20, 2023**

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

Appendix C-2 Invoicing and Payment Instructions

Instructions:

- I. Grantee will submit a **“Funding Request”** and **“Schedule 1 To Request for Funding”** (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: **oewd.ap@sfgov.org**. 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
oe wd.ap@sfgov.org

Re: **DOWNTOWN COMMUNITY AMBASSADOR PROGRAM**
PO # 0000559868, 0000611467

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** (“Grantee”) and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Month and Year for which
funds are being requested: _____

Total Amount Requested
in this Request: \$ _____

Maximum Amount of
Grant Funds Specified in
Section 5.1 of the Grant
Agreement: \$ **9,927,000.00**

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 20	1.T. Submission of Semi-Annual Report #2	
Deliverable 22	Task 1.1. Foundational Program Plan	
Deliverable 23	Task 1.2 Ramp Down Program Plan	
Deliverable 24	Task 1.3 Program and Budget Report October 2022	
Deliverable 25	Task 1.3 Program and Budget Report November 2022	
Deliverable 26	Task 1.3 Program and Budget Report December 2022	
Deliverable 27	Task 1.4 Financial Report 1 January 2023	
Deliverable 28	Task 1.3 Program and Budget Report January 2023	
Deliverable 29	Task 1.3 Program and Budget Report February 2023	
	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.**

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as Managing Director at the Red and White Fleet, I have personal experience of the benefits of this program.

The Welcome Ambassadors stationed around the crab wheel at Fisherman's Wharf are a welcome sight for both tourists and the local business community. They offer a wealth of information and services, answering questions and providing information.

Their mere presence seems to make visitors and locals more at ease, in spite of the negative media coverage on the street conditions in San Francisco. We held orientation sessions with many of the ambassadors, to give them useful knowledge about the neighborhood and our business, and welcome and thank them for their work.

I understand through my involvement with SF Travel and the San Francisco Tenant Improvement District Management Corporation that the SF Ambassador Program is the envy of other large metropolitan areas in the US, and that many will try and follow the lead of San Francisco in making our streets and attractions more welcoming to visitors and locals alike.

Thank you for supporting the SF Welcome Ambassador Program.

A handwritten signature in black ink, appearing to read 'Tyler Foster', with a stylized, flowing script.

Tyler Foster
Managing Director and Partner
Red and White Fleet



Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan and members of the Budget and Finance Committee:

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program. The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as a small business owner in San Francisco's famous Chinatown at China Live I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services. We need Ambassadors, especially in Chinatown.

My favorite interaction with a Welcome Ambassador is sharing a great enthusiastic was getting great enthusiastic stories. They are always welcome and stop by at China Live.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community. Thank you for supporting the SF Welcome Ambassador Program.

Best regards,

A handwritten signature in black ink, appearing to read 'Cindy Wong-Chen'.

Cindy Wong-Chen

From: Kate Connally <kate.connally@gmail.com>
Sent: Monday, January 30, 2023 6:02:33 PM
To: Cassandra Costello <cassandra@sftravel.com>
Subject: In support of Ambassador Program.

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome . The positive feedback then encourages more people to come downtownwhich helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

From: sarah mcbride <sarahgmcbride@yahoo.com>
Sent: Monday, January 30, 2023 8:30 PM
To: Cassandra Costello <cassandra@sftravel.com>
Subject: SF Ambassadors-- letter of support

Dear Supervisors,

Please vote to continue funding for the SF Ambassadors program. I think it is working. Or at least, downtown would be more empty without it.

Also, please send some ambassadors to Alamo Square. It is a major tourist destination, and gangs break into tourist cars there every single day. Nobody is there to help these theft victims, who could have returned home and encouraged others to come here. Instead they likely head home rattled and angry, spreading the word about how dangerous and unfriendly San Francisco is. It is in your power to change this situation. Please act.

Best wishes,

Sarah McBride

Supervisor Connie Chan, Chair

Budget and Finance Committee

1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan,

My name is Markus Treppenhauer, General Manager at The Fairmont San Francisco. I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing continuous directions and creating a safe and engaging environment for all. It is outstanding to know that these individuals have helped over 24,000 visitors and locals by providing directions and escorts to hotels in the area, such as our very own Fairmont San Francisco.

On behalf of myself and staff at The Fairmont San Francisco, we are thankful to see Welcome Ambassadors in the neighborhood, helping our guests, visitors and locals. This helps everyone feel safe when exploring the area and creates positive experiences that they will remember. Another significant benefit to the Welcome Ambassador Program is that the ambassadors play a key role in ensuring street cleanliness and have even helped the most vulnerable population by completing welfare checks and referring people to supportive services.

As one who was once new to the area, I believe the Welcome Ambassador program has made visitors feel safe and welcome, allowing them to return and support our local businesses. The benefits and positive feedback my staff and I have seen, makes way for people to visit downtown and helps bring back much needed jobs to the hospitality industry and our small business community so we can continue to provide seamless experiences for our guests.

Thank you for supporting the SF Welcome Ambassador Program.

A handwritten signature in black ink, appearing to read 'Markus' followed by a stylized surname.

Markus Treppenhauer
General Manager – Fairmont San Francisco

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689
chanstaff@sfgov.org

Dear Chair Supervisor Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program. It will remain a key tool in regaining our competitive edge in both tourism and convention actualization.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as General Manager of the Grand Hyatt I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

My favorite interaction with a Welcome Ambassador was on Market Street during Dreamforce. In the process of greeting our visitors, an ambassador recognized a repeat offender and was able to get SFPD involved to prevent an incident.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Sincerely,



General Manager

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan and members of the Budget and Finance Committee,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

This program has also made me feel safer. I live in Bernal Heights where I am raising 3 native San Franciscans and I work downtown 3x a week. I see the Welcome Ambassadors downtown and they help both visitors and locals like myself. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

My favorite interaction with a Welcome Ambassador was when they helped an unhoused person off the street near the Embarcadero and got them on their way to a shelter.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Jenny Thomassian



**International Alliance of Theatrical Stage Employees
Moving Picture Technicians, Artists and Allied Crafts
of the United States, Its Territories and Canada**

Local No. 16

240 Second Street
San Francisco, California 94105



**Affiliated With The
AFL-CIO**

California Labor Federation, AFL-CIO
San Mateo Central Labor Council, AFL-CIO
San Francisco Labor Council, AFL-CIO
North Bay Labor Council, AFL-CIO

James Beaumonte
Business Agent - Secretary

Phone: (415) 441-6400
Fax: (415) 243-0179
www.local16.org

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

Since its start, the Welcome Ambassador Program has welcomed more than 5 million guests and given suggestions to nearby eateries, shops, and attractions 176,313 times.

As IATSE Local 16's Business Agent, I have firsthand knowledge of this program's advantages. Whenever I run into an ambassador, I make it a point to introduce myself and share any information about forthcoming events and performances at theaters and places nearby that I can. Along with providing useful information and promoting events, ambassadors are a great way to make fellow San Francisco residents and visitors feel safe and at home.

Every day I see Welcome Ambassadors assisting both tourists and locals in my area. They provide a wide range of products and services. The ambassadors are a crucial city partner in reporting issues with street cleaning and supporting our most vulnerable populations by directing them to organizations that can offer supportive services, in addition to responding to inquiries and spreading information.

I always give a Welcome Ambassador my sincere appreciation for all their effort. They do an excellent job of projecting an attitude of openness and readiness to assist you.

I think the Welcome Ambassador initiative has improved tourists and returning commuters feelings of security. As a result of the favorable feedback, more visitors visit downtown, supporting local businesses and creating much-needed jobs for the hospitality and entertainment industry.

Thank you for taking the time to support the SF Welcome Ambassador Program.

In Solidarity,

Jim Beaumonte

Business Agent-Secretary

From: Leif Abram <labram@beacongrand.com>
Sent: Tuesday, February 21, 2023 1:53 PM
To: Mandy Hall <mandy@sftid.com>
Subject: Support Welcome Ambassador Program

In my role as Guest Relations Manager, Beacon Grand Hotel, I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

My favorite interaction with a Welcome Ambassador was seeing them in the neighborhood greeting guests and my guests have said they feel safer on our streets with them being present.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Leif Abram

Guest Relations Manager/ Social Host

BEACON GRAND, A UNION SQUARE HOTEL
450 POWELL ST | SAN FRANCISCO, CA 94102
(415) 271-5343
[BEACONGRAND.COM](https://beacongrand.com)

From: Melissa Buckminster <melissa@downtownsf.org>
Sent: Tuesday, January 3, 2023 10:23 AM
To: Mandy Hall <mandy@sftid.com>
Subject: Re: Let's Glow SF Support

Hello Mandy!

Your Welcome Ambassador team provided such an improved experience for Let's Glow SF attendees this year. They were engaging, knowledgeable, and provided an overall sense of security for all who came to the event. I was absolutely blown away by their interactions with those watching the shows as they offered up information about the event itself as well as information about transportation and businesses in the area. The SF Travel Welcome Ambassadors were a phenomenal addition to downtown SF this holiday season.

Please let me know if there is anything more I can do to help.
Cheers,
Melissa



Melissa Buckminster

Marketing & Communications Manager

415-634-2251 Ext. 405

she / her



[Dispatch: 415-829-3878](tel:415-829-3878)



melissa@DowntownSF.org



DowntownSF.org



235 Montgomery Street, Suite 948, San Francisco, CA 94104

Good afternoon,

My name is Chris Hoffman. I was born and raised - in the city, and I have been a San Francisco Welcome Ambassador for ten months.

I graduated high school from St Ignatius in the sunset, attended NYU, and worked in the film industry in New York and LA for thirteen years before returning to San Francisco to care for my father who had a life changing stroke.

I have always expressed how grateful I feel to have been born in and grown up in such a beautiful, diverse, and compassionate city, so despite the circumstances returning home to San Francisco presented the wonderful opportunity to reacquaint myself with the city I love, now as an adult.

During my time away from San Francisco I would always stay up to date on the state of the city reading articles on SFGATE.com. The tectonic shifts in cost of living, the rise of visible tent encampments, mental illness, addiction, and the devastation of small business and commercial real estate during the pandemic were no secret to me - but I have always held faith that the city's soul and local identity will persist. Whenever I would come back to San Francisco, the city would still resonate with my heart - taking walks along Lands End, enjoying Mitchell's egg nog at Christmas time, discovering new music at Amoeba Records, watching a classic movie at the Castro theater, and enjoying hot dogs and garlic fries at the Giants ballpark with my dad.

I learned of the Welcome Ambassador program from a poster on the community board in the Castro Philz Coffee while waiting for my dad's doctor's appointment to finish. I was looking to begin working full time again and the prospect of getting paid to help people AND share my love of the city sounded like a perfect fit. Maybe I could make a small impact of positivity during a time period when San Francisco's reputation, especially in the media, was hurting.

After ten months as a Welcome Ambassador I can tell you that this wonderful opportunity has its up and downs (like any public facing work). Today I want to share with you an interaction with a guest of our city that I feel particularly proud of.

Last month while working on Yerba Buena Lane, I met Thejesh Bandi, who was in town for the photonics conference at Moscone West. He told me he was staying at the Yotel Hotel and was concerned about his safety in the city.

If you're not from San Francisco and plan to walk to the Yotel Hotel or through 7th and Market to the Orpheum Theater, Golden Gate Theater, Asian Art Museum, and City Hall, as a Welcome Ambassador, I can tell you that you will likely witness a large group of folks at 7th and Market suffering from drug addiction and mental illness and that you should not be scared, but to keep walking confidently to your destination with purpose and that those folks have no ill intent to passersby.

I assured Tejesh that he would be safe and that the particular corner where his hotel was happened to be one of the most challenging corners for the city since I could remember having grown up in San Francisco. I encouraged Tejesh to take the F street car to the Ferry Building where he could enjoy some food and drink with views of the bay and have a beautiful walk along the Embarcadero toward Pier 39. I wrote notes on a city map with directions to Lombard street and how to take the cable cars using the muni mobile app and the the 28 muni bus to the Golden Gate Bridge. I told Tejesh if he had any extra time he should consider making the effort to experience the ancient sacred redwood trees in Muir Woods, which my mom would take me to when I was a kid. He didnt have a car, so I showed him that Big Bus tours had a package with Muir Woods included.

Before he left I told Tejesh that I hoped he would have experiences in San Francisco that brought him joy and light and that his initial negative perception of the city had only gotten started on the wrong foot and that there was so much light this city has to offer - especially if you know where to look.

Chris Hoffman
m 415-710-3499
rchfilms@gmail.com



UNITE HERE!

March 1, 2023

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as President of UNITE HERE Local 2, I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Sincerely,

Anand Singh
President

opeiu-29-afl-cio(51)mds

Anand Singh
President

Tina Chen
Secretary-Treasurer

Yulisa Elenes
Vice-President

Chito Cuellar
Vice-President



Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as Complex Hotel Manager for the San Francisco Hilton Parc 55 and Hilton Union Square, I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

We consistently receive positive feedback and comments from group, business and leisure guests regarding the Welcome Ambassadors. One of my favorite interactions occurred recently on the corner of Powell and O'Farrell streets. It was a busy afternoon and I witnessed three younger visitors separated from the rest of their group. They asked an Ambassador how to get back to the SOMA hotel where they were staying. The ambassador didn't just point them in the right direction, but personally walked them across Market Street. The relief on the visitor's faces was clear. As they walked away, I heard the ambassador sharing some favorite attractions by the Embarcadero.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Peter Hart
Complex Hotel Manager
Representing Hilton San Francisco Union Square and Hilton Parc 55 San Francisco

SAN FRANCISCO
PROPER
HOTEL

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

February 24th, 2023

Dear Chair Supervisor Chan and members of the Budget and Finance Committee,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as General Manager of San Francisco Proper, located at Market and 7th, I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

My favorite interaction with a Welcome Ambassador was just last week when seeing an interaction with someone in need of physical assistance on the sidewalk of Charles J. Brenham Place. Their kind and effective approach really works and has been of great support in our community. They are also constantly engaged in keeping the sidewalks clean, collecting garbage and keeping an eye on our guests walking out of our door.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.



Mario Bevilacqua von Gunderode
General Manager
San Francisco Proper
1100 Market Street
94102 San Francisco

From: Sandra Fletcher <sandra@simcorerestaurants.com>

Sent: Thursday, February 23, 2023 5:31 PM

To: Mandy Hall <mandy@sftid.com>

Cc: bob@simcorerestaurants.com

Subject: Re: SF Welcome Ambassador Program

Hi Mandy,

I have had nothing, but great experiences with the Ambassadors. Just yesterday when I was walking on to the Pier an ambassador greeted me and welcomed me to San Francisco. I have encountered the ambassadors on several occasions and they are always pleasant and welcoming. They have offered help with directions and information about things to do in San Francisco. The city of San Francisco needs programs like the SF Welcome Ambassadors to show our visitors that we are still a welcoming beautiful city.

Best,

Sandra L. Fletcher

President

Simco Restaurants Group

415-982-5872



235 Montgomery St., Ste. 760, San Francisco, CA 94104
tel: 415.392.4520 • fax: 415.392.0485
sfchamber.com • twitter: @sf_chamber

February 3, 2023

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan,

On behalf of the San Francisco Chamber of Commerce, I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception. Our membership has shared many positive experiences with the Ambassadors, and the power that having more eyes on the street has had in making their employees, visitors, and customers feel safer as well as welcomed.

They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback that the Ambassadors generate then encourages more people to come downtown, which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Respectfully,

A handwritten signature in black ink, appearing to read "Rodney Fong".

Rodney Fong
President & CEO
The San Francisco Chamber of Commerce



Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as President and CEO of the Hotel Council of San Francisco, I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

My favorite interaction with a Welcome Ambassador has been seeing them assist tourists in Union Square. They are incredibly friendly, engaged, and helpful to travelers from all over the world.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Best regards,
Alex Bastian

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as Executive Director, I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome . The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.



Donna Hilliard
Executive Director, Code Tenderloin

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as Marketing Director for Francis Coppola's San Francisco HQ businesses (Café Zoetrope and Zoetrope All Story magazine) I have personal experience of the benefits of this program including in our beloved HQ office neighborhood of North Beach.

I see Welcome Ambassadors in my North Beach daily, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.



Christine Gaudenzi
Dir of Marketing
Francis Ford Coppola Presents

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as a member of the Board of Directors for SF Travel and as an Alamo Square resident for over 45 years, I have personal experience of the benefits of this program. Also, My company, Key Meetings and Events routinely appreciates the work they do for convention goers in the downtown sector.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

My favorite interaction with a Welcome Ambassador was the help they helped mitigate an uncomfortable situation with a woman who was trying to walk to her meeting at Moscone.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome . The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.
Heather Keenan
Key Meetings and Events

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as member of the SF Travel board of directors, as well as owner of Pure Luxury Transportation, I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

My favorite interaction with a Welcome Ambassador was when I was showing a group of luxury travel operators downtown last March, and I was pointing out the points of interest. A wonderful woman in the icon vest approached our group and assisted me to share many more of our assets and what we have to offer to the luxury traveler.

I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Jennifer Buffo
Pure Luxury Transportation
SF Travel board member

February 6, 2023

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses, and attractions on 176,313 occasions since their inception.

In my role as Area General Manager for the San Francisco Marriott Hotels, I have personal experience of the benefits of this program.

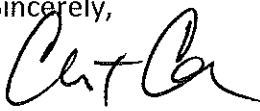
I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

The SF Welcome Ambassadors were very helpful with the Morgan Stanley Conference at the Palace in March 2022. They had a very welcoming presence and made the attendees feel appreciated and safe.

I believe the Welcome Ambassador program have made all returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clif Clark', with a stylized, cursive script.

Clif Clark
Area General Manager
Marriott SF Managed Hotels

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Chan,

I would like to offer my support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as VP, Regional Managing Director, I have personal experience of the benefits of this program.

I see Welcome Ambassadors in my neighborhood each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

One of my favorite memories perfectly depicting our Welcome Ambassadors' spirit, came during Fleet Week, when I walked through Fisherman's Wharf to check on the Argonaut Hotel and Hotel Zoe and overheard a very friendly gentleman provide guidance to visitors in a foreign language. It immediately caught my attention, and I captured the moment on camera:



I believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Stefan Mühle

VP, Regional Managing Director

NOBLE HOUSE
HOTELS & RESORTS

[Argonaut Hotel](#)

[Hotel Zoe Fisherman's Wharf](#)

495 Jefferson Street, San Francisco, CA 94109

(o) 415-407-3592

smuhle@noblehousehotels.com

From: Kent Rochford <KentR@spie.org>
Sent: Monday, January 30, 2023 11:02 AM
To: Mandy Hall <mandy@sftid.com>
Subject: Welcome Ambassadors

■ Hi Mandy –

SPIE Photonics West is back in town, and it looks like we will be back to pre-pandemic numbers. We're projecting a peak of 20,000 attendees this week.

I wanted to thank you for the quality of the Welcome Ambassador program. Since arriving Saturday, I have stopped and chatted with a number of the Ambassadors, and to a person, each has been friendly, helpful, and enthusiastic.

The program is a great help for us. We do get complaints about San Francisco, and requests to relocate Photonics West, because of safety concerns, cleanliness, etc. We've been highly successful in SF, and really want to continue to return. In addition to the kind assistance, the Ambassador program demonstrates that the city is making a commitment improve the experience of our attendees, and working to address these issues.

I really appreciate the Welcome Ambassador program. It's important for our event. But best of all, the staff are terrific people!!

Thank you!
Kent

Kent Rochford
Chief Executive Officer
SPIE - the international society for optics and photonics
kentr@spie.org
1 360 685 5400
[SPIE provided over \\$5 million in community support in 2022](#)

SPIE.

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Supervisor Chan,

I would like to offer The Golden Gate Restaurant Association's support in the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses and attractions on 176,313 occasions since their inception.

In my role as Director of the Golden Gate Restaurant Association and as a small business owner I have personal experience of the benefits of this program. Our members see Welcome Ambassadors in their neighborhoods each day, helping both visitors and locals. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key city partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

Our members believe the Welcome Ambassador program has made returning commuters and visitors feel safe and welcome. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community.

Thank you for supporting the SF Welcome Ambassador Program.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Thomas".

Laurie Thomas, Executive Director
Golden Gate Restaurant Association



Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Dear Chair Chan,

The Union Square Alliance supports the continuation of the San Francisco Welcome Ambassador Program.

The Welcome Ambassador Program has greeted more than 5 million visitors and convention attendees, providing recommendations to local restaurants, businesses, and attractions on almost 200,000 occasions since their inception.

In my role as CEO of the Union Square Alliance, I have seen the benefits of this program in and around Union Square. The SF Welcome ambassadors further enhance the overall visitor experience during these challenging times.

I believe the Welcome Ambassador program has made convention attendees, returning commuters and visitors alike feel safer and more welcomed. The positive feedback then encourages more people to come downtown which helps support our local businesses and brings back much needed jobs to the hospitality industry and our small business community. As the Alliance continues to work with city partners on the downtown revitalization, it is vital to enhance the economic core of our City with programs that further promote safety Union Square.

With the great work the Welcome Ambassadors have provided this past year, the Alliance recommends not only continuing the program, but developing it even further. Equipping the ambassadors with



additional training and knowledge so that they can add further support to the community would take this important program to the next level.

Ambassadors are fully maximized when they can share the local amenities, landmarks, tourism destinations, and transportation options, to provide the most up to date information to our visitors. The Ambassadors can also be utilized as eyes and ears for the community. Providing Welcome Ambassadors with additional training when to contact SFPD, reach out to 911 or 311 when applicable, or the Street Crisis Response Team to provide other City services, will help SF in so many ways.

We support this program and want to see it continue and grow. With the recommended additions, we believe the ambassador program will no doubt create a high quality and complete neighborhood experience for San Francisco. Thank you for supporting the SF Welcome Ambassador Program.

A handwritten signature in black ink, appearing to read "Marisa Rodriguez".

Marisa Rodriguez, CEO
Union Square Alliance

San Francisco Filipino American Chamber of Commerce

www.sffilamchamber.org



March 1, 2023

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689

Re: Welcome Ambassador Program

Dear Chair Supervisor Chan,

On behalf of the San Francisco Filipino American Chamber of Commerce, I'd like to express our unbridled support for the continuation of the San Francisco Welcome Ambassador Program.

Having the Welcome Ambassadors throughout our neighborhoods helps both visitors and locals with a purposeful awareness of support in all its various forms. The infectious authenticity of Ambassadors wanting to help is wonderful to see. In addition to answering questions and providing information, the ambassadors are also key city partners in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services.

The Welcome Ambassador Program has greeted more than 5 million visitors, providing recommendations to local restaurants, businesses, and attractions on 176,313 occasions since its inception.

The Welcome Ambassador program has made returning commuters and visitors feel safer in our beloved city and speaks well of the intent and execution of the program.

Please count on SFFACC to continue to do our part to make our city better for all.

Thank you for supporting the SF Welcome Ambassador Program.

Sincerely,

Jose Pecho, Chairman
San Francisco Filipino American Chamber of Commerce
<https://sffilamchamber.org>
jose@sffilamchamber.org

233 Sansome Street, Suite 1008
San Francisco, CA 94104
<https://sffilamchamber.org>
(925) 286-6607

Supervisor Connie Chan, Chair
Budget and Finance Committee
1 Dr. Carlton B. Goodlett Place, City Hall
San Francisco, CA 94102-4689



Dear Chair Chan,

The Yerba Buena Community Benefit District (YBCBD) has been grateful for the presence and partnership of San Francisco Welcome Ambassadors in our neighborhood over the last year, and supports continuation of this program.

The Yerba Buena neighborhood is exceptionally diverse. At our center is the Moscone Convention Center, which draws thousands of conventioners into our neighborhood every year. In addition to beautiful green space, awarded restaurants, shopping, and office buildings, we boast the largest number of cultural institutions in all of San Francisco, attracting tourists and locals alike. We are also home to thousands of San Francisco residents. The ecosystem of our neighborhood's economic vitality is heavily reliant upon visitors feeling safe and welcome.

Welcome Ambassadors are in our neighborhood every day, helping visitors, locals and conventioners. They offer a wealth of information and services. In addition to answering questions and providing information, the ambassadors are also a key partner in calling in street cleanliness issues and supporting our most vulnerable populations by referring them to agencies that can provide supportive services. Their work complements the work of our YBCBD clean and safe ambassadors, who are also out on our streets every single day making Yerba Buena a better neighborhood for all. Their partnership has been extremely valuable to our community.

The pride for San Francisco that the Welcome Ambassadors exuberate is palpable to all who interact with them. The program has made returning commuters and visitors feel safe and welcome. It is those positive experiences that encourage more people to come downtown, supporting the recovery of our local businesses and bringing back much-needed jobs to the hospitality industry and our small business community.

Thank you for supporting the San Francisco Welcome Ambassador Program.

Sincerely,

A handwritten signature in black ink that reads "Scott Rowitz". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Scott Rowitz
Executive Director
Yerba Buena Community Benefit District

The mission of the YBCBD is to advance the quality of life for residents and visitors in the Yerba Buena neighborhood and San Francisco on an ongoing basis by fostering a safer and more secure community, enhancing environmental quality and beauty, and reinforcing the viability of our economic base.

Sent: Thursday, May 19, 2022 5:31 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

I am an SFPD Ambassador and would like to take a moment to commend Johnathon Rhone for his assistance today at Union Square. He dealt with an individual who was drunk and abusive, but kept it professional and dignified until the police showed up. Very impressed with his patience and attitude. He is a great addition to your staff.

Jerry Darcy

Sent: Friday, May 20, 2022 3:31 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Excellent people offering a great service.. thank you

Paul Matheson
Newfoundland Canada

Sent: Sunday, May 22, 2022 11:38 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hello,

It was great to talk with Moran in Union Square when we first arrived in San Francisco. Great idea! We should do this in London - she helped us to get our bearings and feel at home with plenty of idea for what to do and where to go.

Thank you

Karen and Graeme

Sent: Thursday, March 3, 2022 3:47 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Terrance was AMAZING! I am a solo traveler on a long layover in San Fran. Terrance helped me choose the best route on the cable cars to maximize my 7 hours in town. Advised the stops to get off on, the sites to see, and how to be safe (not leaving visible items in my car).

Once I told him about the remainder of my trip he gave me a better route to still see the bridge, get food, and not be late to the airport for my flight.

Several friends advised me NOT to go to San Fran alone because it wasn't safe.

Terrance AND Joel helped to debunk that theory. Joel gave me sights to see after getting off o the train and helped me maximize my time as well. I enjoyed my quick visit because of these two. Advice from locals was WAY better than what I found on Google!

Brittney C, Hawaii

Sent: Monday, March 21, 2022 11:30 AM

To: Mandy Hall <mandy@sftid.com>

Subject: What a great change

Good afternoon,

I wanted to express my surprise when visiting San Francisco today. I travel for a living, and frequently visit San Francisco. Last September I went for a walk to mail a letter, and determined the city was doomed. I had no desire to leave my hotel room again. Today I went for a walk to grab a bite to eat, and quite frankly was shocked at the change. A great change. The energy is coming back to this gorgeous city.

I met Sue, one of your ambassadors. She is an awesome representative for anyone visiting the city. She is vibrant, upbeat, and informative- San Francisco needs more of that!

Keep up the good work!

Donna Barker

I've been traveling through San Francisco for 30 years, this is the most drastic change for the better I have seen.

Donna B

Sent: Friday, March 18, 2022 1:40 PM

To: Mandy Hall <mandy@sftid.com>

Subject: SF Travel Ambassador Feedback

I could not be more excited about the SF welcome ambassador mission that has launched in SF. I lived Here for 7 years and moved away during COVID. I came back in October and was glad I made The decision. Being back today and meeting Terrence I was So thrilled at how amazing he was and this cool new thing you've brought to the city. Thank you!!!!

Cheers,

Kylee Piper | Sr. Manager, L&D, DEIB | [Canvas.com](https://www.canvas.com)

Sent: Saturday, February 5, 2022 3:01 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

It was very nice to meet & chat with Evan in Sat 2/5/22 corner of spear n Market streets.
Just the fact that his being here in San Francisco today to greet me made a big difference in my visit to the Ferry Building.
Feeling safer is very important to me.
Thanks,
Hollie Palabay
SF Resident born & raised

Sent: Friday, February 4, 2022 11:13 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hello,
I recently had a trip to San Francisco with my 6 year old son. We are from Utah and he was so excited to see the Golden Gate Bridge and enjoy the sights of the city. We stayed in Daly City and came into San Francisco each day. As we needed help to know where attractions etc. were I came across of few of your Ambassadors in the city who had on a distinct jacket. They were MOST helpful. THANK YOU SO MUCH for providing this service. A couple of former police officers where the first ones we encountered next to the ferry building. They were AWESOME. They gave me guidance on sights to visit and were so very kind and helpful. They made use feel much at home visiting the city. Another ambassador was named Chris and he was the BEST. When I asked him where I was looking to go he gave me directions and was extremely nice and helpful. Another was named O and he as well was so great to help me with questions. They both went out of their way to help me as I had questions of where I was looking to go which was the Cable Car location. After we finished our trolley ride we were looking for guidance where to go and again another City Ambassador was there for help. It is so nice to had these Ambassadors throughout the city who are their to help and serve. It was so GREAT to visit San Francisco with such wonderful people. Thanks again, Sincerely, Jeff Sackolwitz

Sent: Tuesday, April 19, 2022 1:10 PM
To: Mandy Hall <mandy@sftid.com>
Subject: Positive Experience / Feedback

Hello,
Albeit delayed, I just wanted to quickly brag on two of your ambassadors. My friends and I were in SF St. Patrick's day weekend. On Saturday, we hit the streets to sightsee and hop on the trolley. In true tourist form, we got turned around and were a little stressed trying to regain our bearings to find our desired trolley location.

Thankfully Zack (seen pictured below) came to our rescue and was VERY helpful directing us in the proper direction. He also offered us helpful tips on where to jump off so we could see alllll the sights. He was extremely pleasant, helpful, and knowledgeable about the area.

And at the end of the line, at Ghirardelli Square, we next ran into Evan who was also very helpful and patient as he put up with our request to take severalllllll photos, ha!

I manage a small Block by Block group here in Macon, GA so I am quite appreciative that you all have invested in your tourism in such an intentional way. Truly, it makes a difference. Again, a huge dose of gratitude to Zack and Evan for making our day great!

Best,
Erin Keller

Erin P. Keller

Chief of Staff + Vice President for Development



NEWTOWN MACON

“San Francisco hosted RISKWORLD 2022 in April. It was a fantastic experience for our organization and for our attendees. San Francisco Travel worked with our team to deliver our convention to nearly 8,500 guests. The welcome ambassador program was a shining star for us, and the partnerships we built in San Francisco provided us with a smooth experience. Attendees found San Francisco to be diverse, offering incredible art and culinary scenes. The City looked great and the hospitality community showcased their enthusiasm and genuine appreciation for RIMS.”

stuart ruff-lyon, cmp, des | vp, events & exhibitions | **O** [+1.212.655.6051](tel:+12126556051) | **M** [+1-317-914-3161](tel:+13179143161) | rims.org

**he/him/his*

Sent: Wednesday, June 1, 2022 3:56 PM

To: Mandy Hall <mandy@sftid.com>

Subject: SF Travel Ambassador Feedback

To whom it may concern,

I'm writing to let you know Brittany is an extraordinary human who was the highlight of my trip to San Francisco! Brittany went above and beyond to make me feel welcome at Ghirardelli Square. Her warm personality and big heart made me feel so much happier during my visit. Brittany also took a bunch of special photos for my mom as well. You are lucky to have Brittany on your team! What a wonderful ambassador for this beautiful city.

Warmly,
Hilary Barr

Thomas Amaral [00:07:39] You know, one of the really great things about San Francisco is the willingness of the community and the travel and tourism community to come together to throw an event. And the welcome ambassadors that have been out and about are welcoming our guests here to San Francisco has just been incredible. All of the programs to really make the city beautiful and what's in place and how much care comes from the city to make those experiences wonderful as you're going about the city and experiencing the unique vibe and culture that San Francisco has really wowed us and our attendees. [41.7s]

Thomas Amaral
Senior Director &
Head of Global Event Operations
Informa Tech
Email: thomas.amaral@informa.com
85 Second Street Suite 500
San Francisco, CA 94105

From: Anna Noetzel <anna@corelight.com>
Sent: Thursday, June 9, 2022 4:35 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Marvelous was extremely helpful! He saw me struggling with my cart outside Moscone after the show and he assisted me all the way to my car 2 blocks away. He is a great SF Travel Ambassador!

Thanks,
Anna

From: Gary Wilens <garyw92688@gmail.com>
Sent: Sunday, June 12, 2022 11:48 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Ms. Moran helped us, she was incredibly helpful for helping us download the app, and purchase tickets, and offer tips on how to utilize the program the best for our entertainment.

These ambassadors really help, please keep Keep them in the service.

Gary

Sent: Monday, June 13, 2022 3:17 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Robert Diaz was at Washington Square Park. Very helpful and had a friendly approach. He spoke in Spanish with my family and English towards us for us to understand. Gave us helpful tips to make our visit much more comfortable and easier to maneuver

Jessie C

Sent: Monday, June 13, 2022 12:18 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Quentin is amazing!! I live at mission and 3rd and our neighborhood needs more help from ambassadors like him!

Christina Williams

Sent: Friday, June 24, 2022 12:12 PM
To: Mandy Hall <mandy@sftid.com>
Subject: feedback for Tomeka Atkins

Hello. I'm a first-time traveler in San Francisco.

Yesterday, I arrived at Powell station, and was looking for my hotel.

Then, Tomeka Atkins kindly approached me and escorted me to the hotel.

She also introduced the city to me, and had friendly conversations with me.

Thanks to her, I had a very nice first impression of the city.

For this regard, I would like to send this email to say thank you both to her and to the city's block-on-block helpers service.

Thanks.

-- Sung Min Cho

Sent: Friday, July 8, 2022 1:56 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback Haida

I just wanted to let you know how pleased we were with the information provided by Haida. She was very helpful and knowledgeable. She took the time to provide us with all the information we needed to enjoy our visit to San Francisco.

Gus Rios
Florida

Sent: Sunday, July 10, 2022 12:54 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Thank you for setting up this great program! I am visiting from NYC and I had the pleasure of meeting Vidal! He is really nice and enthusiastic about the city! He is truly a San Francisco treasure!!!!
Cecuyana M

Sent: Friday, July 15, 2022 4:31 PM
To: Mandy Hall <mandy@sftid.com>
Subject: Positive feedback

I'd love to give positive feedback about Tomeka Atkins. I'm at Ghirardelli's square area waiting for a friend. I live in the Mission and haven't been to Ghirardelli's square in years. Tomeka walked by, we said hello and started chatting. She is lovely and excellent at her job as welcome ambassador. Keep up the good work!

Warmly
Jennifer McGaugh

Hi Mandy,

I wanted to drop a line to tell you what an absolute asset you and your team are to the downtown businesses, and especially the conventions. Coming back from COVID + all of the negative news around coming to SF (due to crime, homelessness, drug use, etc), visitors have been reassured and welcomed by you and your team the **San Francisco is the place to be**. At my time at the Park Central Hotel (now the Hyatt Highgate San Francisco Downtown SoMa), I saw how much help your team provided hotel guests and convention goers. You all really are a huge asset, and I appreciate all of the help and hard work!

Keep it up! We're all counting on you! No pressure! 😊

Best regards,

Dustin Durham
Marketing Manager

Chalet Restaurant Group
Office: 833-424-2538 ext 711
Cell: 415-314-6160

Sent: Thursday, August 11, 2022 2:43 PM
To: Mandy Hall <mandy@sftid.com>
Subject: RE: Great to See You

Hi Mandy,

It's nice to see visitors returning to SF once again, the ambassador program in Union Square is a comforting addition for out of town, as well as local pedestrians to the area. I hope the City continues this program over the fall and especially the Holiday Season. Having an authoritative presence will ease the public's fears. I think I speak for my Asian community when I commend the Visitor's Bureau for being responsive to the challenging environment over the past couple of years.

Hope to see you again soon.

Be well,

marianne wong • chef concierge
member, les clefs d'or usa

cavallopoint – the lodge at the golden gate
601 murray circle • sausalito, ca 94965
tel 415 339 4719

www.cavallopoint.com

Sent: Friday, August 19, 2022 4:57 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Moran has been so helpful in making our travel in SFO easy and pleasant. She approached us because we looked like we needed help. Thank you so much to whoever started this program. Kudos SFO!
Pascal M

Sent: Friday, August 19, 2022 8:51 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hi,

I'm writing to let you know about the wonderful experience I had with ambassador Love this morning at the Ferry Building.

Even though I'm a San Franciscan, I had a question and her friendly demeanor made it easy for me to approach her with it. Once we started talking, she exuded warmth and knowledge about my question. We shared some laughs and as I was about to leave she shared a wise, caring gem with me—that I matter.

What Love didn't know was that this morning I was having immense anxiety (unrelated to my question) and feeling ill as a result of it. Because she took a moment to smile and welcome me to approach her, I felt safe and comfortable enough to talk to her, which in turn helped me to settle down. My morning switched from being ill-at-ease to feeling I'm ok.

I'm very grateful I met Love this morning and I truly appreciate her for being here. Please acknowledge and thank her (as well as the other ambassadors) for being an excellent representative of our beautiful city.

With gratitude,
Senta

Hi!

Yesterday I was being helped in an very friendly way by this young man who brought me to the busstop to go back to my hotel after I was 'lost' in the city.
What a good initiative these ambassadors and what a friendly and very polite employee.
Keep up the good work!

Astrid Bielfeldt (The Netherlands)

Sent: Saturday, September 3, 2022 1:55 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hi there

My husband and I are visiting San Francisco for 4 days from Australia. We've found the Welcome Ambassador program to be incredibly helpful. One of your kind employees, Moran, gave us excellent advice on what to see and do in San Francisco and provided an informative map that has helped us navigate our travels.

This is a great program that we have yet to see in our travels through New York City and Las Vegas. For people who are new to the area, such as ourselves being tourists who have never visited the USA, a program such as the Welcome Ambassdors is invaluable!

Thanks and Kind Regards

Imma and George Thomolaris

Sent: Sunday, September 4, 2022 9:12 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Good morning

I wanted to let you know what a positive experience we had with one of your ambassadors. Ambassador Moran took our picture and we chatted with her afterwards. She was very helpful and informative. What a great program! It would be nice if other cities followed your lead and adopted this program.
Sincerely
Kathleen

Sent: Thursday, September 8, 2022 2:34 PM
To: Mandy Hall <mandy@sftid.com>
Subject: Hadia is an Ambassador ROCKSTAR!

I cannot even google enough nice things to say about Hadia!
I have watched Hadia work as an ambassador at Washington Square.
She is A GIFT TO CITY VISITORS and A DELIGHT TO NORTH BEACH RESIDENTS!

Can we keep her?

I have seen Hadia engage people offering a welcome smile and a pleasant word.
She is often pointing this way and that when giving directions.
She has been savvy enough to pull out her phone to get accurate information from the Internet when assisting people who are on their own, couples, families, anyone receiving her help.
I cannot help but imagine that tourists from all over the world go home with favourable stories about the City thanks to Hadia's work.
Even with the North Beach residents (such as myself), Hadia has shared enjoyable moments and chat.
I do not know where she finds all her energy to constantly be so cheerful.

Hadia has set the bar VERY HIGH for SFTID ambassadors.
Good luck finding more like her.

Paul Seauvan

Sent: Tuesday, September 20, 2022 4:06 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hello my name is Blessin Nauer,
I worked at Salesforce Convention for Victory Agency. I was working by Robert Diaz today and he was such a great help to me. He was very supportive and he was such a great leader.

Sent: Tuesday, September 20, 2022 5:50 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Robert Diaz was the BEST!! He asked me if I was okay because I was crying. When I told him that I had been waiting since 4:30 for Ifyt he walked me to 5th and Howard, flagged down my Ifyt ride and waited till I got in.

I have never had such wonderful service. Please do something nice for him.

Stacy Edmonds
Freeman Company

Sent: Wednesday, September 21, 2022 5:50 PM

To: Mandy Hall <mandy@sftid.com>

Subject: Thank you!

Hello!

I'm visiting San Francisco from West Palm Beach, Florida. Here for the Dream Force conference. I'm very impressed with and grateful for your ambassadors. They have proactively helped me out already a few times, starting from when I first got off the BART on arrival. Today, Roderick in particular was super helpful, helping me figure out the cable car deal, suggesting alternative plans for the evening, and even escorting me to my bus stop. I have Google maps on my phone, but you really can't beat a nice, friendly human! It's making a big difference to my experience here.

Thank you so much for this great service!

Tara Moreno

Sent: Monday, October 3, 2022 2:17 PM

To: Mandy Hall <mandy@sftid.com>

Subject: Re: SF Travel Ambassador Feedback

This was an extremely valuable service to us and to anyone else who is visiting the city.
Wendy D

Sent: Tuesday, October 4, 2022 1:50 PM

To: Mandy Hall <mandy@sftid.com>

Subject: Special thanks to Robert Diaz in SF

Hello,

I'm writing to express my special thanks to Robert Diaz for his kindness in helping out my parents when they had trouble reaching me

My parents were visiting SF last week and while touring the Fisherman's Wharf area, something urgent came up, which they had to reach me. However, their phones didn't work and Robert, who happened to be closeby, recognized the situation and kindly offered to lend his phone for my parents to call me. Thanks to Robert's kindness, my parents were able to reach me and resolve the urgent situation

As a long-time resident of SF myself, I'm grateful for people like Robert that help us elevate our city's reputation as a warm and welcoming place. Please give a special shout out to Robert if you can

Thanks!
John Chung

Sent: Wednesday, October 5, 2022 1:36 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Ambassador Luciano Adorable

We are from Singapore. We would like to thank Luciano for his very friendly service. We met him on 2 different occasions during our weeklong stay in San Francisco:

1. At Union Square where he showed us the way to Chinatown Dragon Gate ; and again 2. At Fisherman's Wharf where he introduced us to the place and answered all our enquiries!

Thank you Luciano for his friendly and patient guidance!

Warmest Regards
Lily, Grace, Katherine and Sylvia Choo
Singapore
Sent: Friday, October 7, 2022 1:57 PM
To: Mandy Hall <mandy@sftid.com>
Subject: Fantastic Help

Hey there,
We where visiting San Fran after a trip to Napa. Headed into the city early to enjoy some food and drinks. We parked around 3:15 - went to the Buena Vista (been going there for 20 years!) then headed straight back to our rental car. As my husband was approaching it - so we're a car of thieves dressed in all black. They smashed in two windows and stole a bag - it all happened so fast! Luckily, one of your people wasn't far away - and ran to our assistance. He called (several times) the police and helped us find the station where we had to go to make a police report. He was extremely helpful and kind. He helped make a terrible experience a bit more manageable. His name was Chris Hoffman (I believe). Please praise him!
Thank you again
Amber & Scott Hersh

Sent: Monday, October 17, 2022 4:54 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hello there!

You know when you go to a new city for very first time, the way you remember that place stays with you forever. On our trip to San Francisco, we met one of your amazing people guided us through the journey and that was one of a kind experiences we ever had.

Chris H is the most amazing person for your organization and we didn't know how to say thank you to him. Please let him know that we will always remember San Francisco by his name. We asked him to take a picture with us and send it to you in case you wanted to use it.

Roya & Neda



Sent: Saturday, October 22, 2022 2:45 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Chris h assisted with taxi....amazing, kind. This program should be kept up... Absolutely amazing service kind informative can't say enough. We will definitely come back to San Francisco based on our experience!

Samantha B

Sent: Saturday, October 22, 2022 11:17 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Met Love she was so informative. I'm from New York and if she wasn't here I would never have known what and where to go.

Thank You for providing this service.

Love was great

Penny D

Sent: Friday, November 4, 2022 1:19 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

We love the ambassador program. Moanna walked up to us at exactly the right time. She's amazing - so friendly and answered all our questions and then some!

We're visiting from Stockholm, Sweden.
We left our hearts in San Francisco- we'll be back.
Thank you Moanna and thank you San Francisco.
From The Hammarlund- Sheppard Family

Sent: Wednesday, November 9, 2022 1:23 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hi everyone,
We love your San Fran Ambassador program! LATISHA was so friendly & helpful. Keep the program going & keep visitors happy. Thank you!
Lynne & Robert
Victoria BC Canada

Sent: Sunday, November 13, 2022 6:01 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hello there, We have been speaking to Harry Lloyd and have had a fantastic experience gathering information from him. He is a wonderful Ambassador for your City. Here's to more Harry Lloyds.

Cheers
Leon and Helen Carroll

Sent: Monday, November 21, 2022 5:42 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hello there,

I just wanted to personally commend the kindness and professionalism of your ambassadors. Being a tourist, it was so wonderful for me to know whom I could go to with my questions.

DJ Paul was extremely helpful in finding a store I couldn't locate, along with giving me insight to a local feature I didn't know was in the area - the yoda fountain! (Which I visited after his recommendation.)

The ambassador program, from a tourist point of view, is so vital. Besides assisting with information, they are welcoming and make you feel safe.

Thank you for having this wonderful program.

Karin Williams

Sent: Monday, November 21, 2022 10:39 AM

To: Mandy Hall <mandy@sftid.com>

Subject: SF Travel Ambassador Feedback

Love helped us out when we were getting on the cable cars in San Francisco. She patiently explained the best ticket options for us, and walked us through using the SF muni app. She was very nice and so helpful. We were so glad she was there to help us out!

Thank you,
Wade Albright

Sent: Wednesday, December 14, 2022 1:28 PM

To: Mandy Hall <mandy@sftid.com>

Subject: Help

First trip to San Francisco, meet ambassador Rita, she was very helpful and gave good info on how to get around and see the sites.


Keep up the good work...

Brian B

Sent: Thursday, December 15, 2022 3:06 PM

To: Mandy Hall <mandy@sftid.com>

Subject: SF Travel Ambassador Feedback

 We are visiting from Maryland. Antron was AMAZING! He gave us a ton of information on how to get around. He recommended the cable car, helped us get to their payment app and provided detailed information on where to go and how to get there.

We are so thankful and blessed that he approached us to take our photo.

He was polite and it was pleasure to talk to him since he patiently answered all our questions.

Best regards,
Lynn Thompson

Sent: Saturday, December 17, 2022 11:47 AM

To: Mandy Hall <mandy@sftid.com>

Subject: SF Travel Ambassador Feedback

To whom it may concern:

We had such a wonderful experience with Love, a great SF ambassador! She was so helpful to us at the end of the Powell & Hyde line today. We are long time SF residents and this new job seems great for the city!

Warmly,
Lindsey-McDonald

Sent: Monday, December 26, 2022 11:09 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

A short note to say a big thank you to DJ Paul for providing such a wonderful welcome to us Aussie first timers to San Francisco. What a top guy!
Tina H

Sent: Tuesday, December 27, 2022 6:18 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

John zimmer was so kind to assist assist me with my groceries and my bags to my location. Very polite, very polite.
Isabel K

Sent: Friday, December 30, 2022 9:40 AM
To: Mandy Hall <mandy@sftid.com>
Subject:

Orita has been super helpful She helped us buy the right tickets for the trolley and she was so nice and knowledgeable and she got us the best deal. We love San Francisco and she made the impression of the city super positive.
Shireen V

From: Melissa Buckminster <melissa@downtownsf.org>
Sent: Tuesday, January 3, 2023 10:23 AM
To: Mandy Hall <mandy@sftid.com>
Subject: Re: Let's Glow SF Support

Hello Mandy!

Your Welcome Ambassador team provided such an improved experience for Let's Glow SF attendees this year. They were engaging, knowledgeable, and provided an overall sense of security for all who came to the event. I was absolutely blown away by their interactions with those watching the shows as they offered up information about the event itself as well as

information about transportation and businesses in the area. The SF Travel Welcome Ambassadors were a phenomenal addition to downtown SF this holiday season.

Please let me know if there is anything more I can do to help.

Cheers,

Melissa



Melissa Buckminster

Marketing & Communications Manager

415-634-2251 Ext. 405

she / her



[Dispatch: 415-829-3878](tel:415-829-3878)



melissa@DowntownSF.org



DowntownSF.org



235 Montgomery Street, Suite 948, San Francisco, CA 94104

Sent: Thursday, January 5, 2023 6:07 PM

To: Mandy Hall <mandy@sftid.com>

Subject: SF Travel Ambassador Feedback

Chris H made my day. It was getting dark and I couldn't find my way back to my hotel. He gave me directions and then offered to walk with me so I wouldn't get lost again. Along the way he told me about buildings we passed and gave me details about a bookstore since I need a book. What a great welcome to your city.

Thanks

Anne

Sent: Saturday, January 7, 2023 2:53 PM

To: Mandy Hall <mandy@sftid.com>

Subject: SF Travel Ambassador Feedback

Ambassador Love is awesome ❤️ she helped us to get to our destination and made several wonderful suggestions ❤️ professional, courteous and very informative ❤️ She is a great asset to San Francisco! Thank You! Russ Smith, Eugene, OR

Sent: Thursday, January 26, 2023 12:10 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hi,

Thank goodness for Robert Diaz!! This morning I was at the Embarcadero entrance of Muni's underground & I couldn't access my muni ticket on Muni's app because there was no Wi-Fi. I had no cash or credit cards on me because I made an impromptu trip to the Embarcadero & was very nervous because of this. Robert patiently showed me a trick to help access the app, & thought if I give it a few moments, it might come up, & it did! Thank God, now I can make it home!! Please thank him for his excellent service & care!!

Senta Tsantilis

Sent: Thursday, January 26, 2023 12:25 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Leel provided homeless shelter info to me to further explore medical resources for my homeless son who rejects any help from the family
Narisa C

Sent: Wednesday, January 25, 2023 3:47 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Was in town for Salesforce training and Chris H is freaken amazing and a life AND \$\$\$ saver. He gave me affordable methods to navigate through the city because it is super expensive!!!

Definition of an ambassador!!! Keep this man and hook him up!!!

Thanks,
Art from Carson City, Nevada

Sent: Saturday, January 28, 2023 11:00 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Just wanted to say that Rita was Amazing! We're visiting from Seattle and she Greeted us when we got off of BART in downtown. Then we saw her yesterday on the Wharf. She gave us another map.

Yes! Rita is truly a treasure and asset for San Francisco.

Dennis and Joan Berg
Seattle, WA

Sent: Saturday, January 28, 2023 1:20 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

I don't know what we would have done without Love. So informational & helpful Thank you Need more of these people
R Baker

Sent: Saturday, January 28, 2023 7:43 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Chalu is delightful. Thanks for putting him and people like him on the streets. It's a great idea. It's not just PR, it gives confidence to locals, visitors and tourists too. I hope it gives a level of protection for the street people too.

Cheers, Alan Madsen

Sent: Saturday, January 28, 2023 9:38 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Dear sirs.

Today I had the pleasure to connect with Chalu. They were very engaging, friendly and helpful. Chalu explained how the program works and I am positively impressed by the quality of your employee.

Thank you.

Regards.

Davide Sahner 94102

Sent: Saturday, January 28, 2023 10:06 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hello, I'm writing this email to thank you for great service of your member.

I was going around the city on January 22nd for a city trip to San Francisco. And I was looking for a bus route and how to get to Golden Gate Park.

Then, looking around for information on the street, VIDAL RODRIGUEZ approached me and asked me what I needed and talked to me to help.

I treated him carefully at first because I was afraid of strangers, but I felt so grateful for him who approached me in a friendly way to help me willingly.

He told me how to use the CLIPPER card, how to get on the bus, and stories about San Francisco, and I wanted to thank him for helping me get out of trouble.

Thank you for helping to leave beautiful memories of San Francisco. I hope that you'll be together 🍷

Regards,
Huisu

Sent: Wednesday, February 1, 2023 10:00 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

DJ Paul
Met @ Fisherman's wharf
He was very helpful in guiding me to the destinations I wanted to see in San Francisco.
He also helped me save money but offering me the option of the day bus pass which I made good use of.
I'm a female traveler & it was such a relief to have a helping hand and a kind smile.
Thanks Paul.

Regards
Cate

From: Kent Rochford <KentR@spie.org>
Sent: Monday, January 30, 2023 11:02 AM
To: Mandy Hall <mandy@sftid.com>
Subject: Welcome Ambassadors

■ Hi Mandy –

SPIE Photonics West is back in town, and it looks like we will be back to pre-pandemic numbers. We're projecting a peak of 20,000 attendees this week.

I wanted to thank you for the quality of the Welcome Ambassador program. Since arriving Saturday, I have stopped and chatted with a number of the Ambassadors, and to a person, each has been friendly, helpful, and enthusiastic.

The program is a great help for us. We do get complaints about San Francisco, and requests to relocate Photonics West, because of safety concerns, cleanliness, etc. We've been highly successful in SF, and really want to continue to return. In addition to the kind assistance, the Ambassador program demonstrates that the city is making a commitment improve the experience of our attendees, and working to address these issues.

I really appreciate the Welcome Ambassador program. It's important for our event. But best of all, the staff are terrific people!!

Thank you!
Kent

Kent Rochford

Chief Executive Officer
SPIE - the international society for optics and photonics
kentr@spie.org
1 360 685 5400
[SPIE provided over \\$5 million in community support in 2022](#)



Sent: Thursday, February 2, 2023 4:01 PM
To: Mandy Hall <mandy@sftid.com>
Subject: Thank you

Back in SF after quite a few years and was pleasantly surprised to see Ambassadors standing in the street at Powell and Market willing to help direct us and give us information. And we had M'liss who was so pleasant and helpful. Also spoke with Katrina and we mentioned the streets looked much nicer and cleaner. We are so pleasantly surprised about San Francisco's upgrade....wow!...we can't wait to tell all our friends when we get back to Nashville!!!!

Thank you!
Sally R

Sent: Sunday, February 5, 2023 11:30 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hi,

I just wanted to send a note commending Chestnut on her work.

I was part of the KTVU crew covering the Chinese New Year Parade at Union Square on February 4th.

Chestnut was able to answer many of the passerby's questions regarding the barricades and activities at the square as well as the parade, but she was also very adept at assisting in directing people away from areas that were being closed off to the public in the kindest ways possible.

Her positive attitude and friendly demeanor were on full display at this event.

Doug Michelsen
KTVU Broadcast Technician

Sent: Monday, February 6, 2023 9:31 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Dear all,

We sent this email to deeply thank you and encourage your work.

Thanks to the kindness and support we received from Mr. Vidal Rodríguez, our days in San Francisco were kindly guided and tips recommended.

We get a very good feeling from our vista y in San Francisco.

Our warmest regards from these 3 Barcelona citizens.
Oriol, Ju & Mònica

Sent: Saturday, February 11, 2023 11:28 PM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Rita and Diaz were AWESOME!! Great workers super informative and just straight up nice!! We are new in the city from Texas and they treated us like locals. THEY DESERVE PROMOTIONS!

Best regards,

Adrian

Sent: Friday, February 17, 2023 2:17 PM
To: Mandy Hall <mandy@sftid.com>
Subject: Review of Ambassador named Love

[You don't often get email from martin@alumni.ucdavis.edu. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

I just made a trip on the California St. Cable Car. While waiting I met an “ambassador” named Love. She made not only this visit more enjoyable, but gave me advice that will make future visits better as well. She helped me download the MuniMobile app and assisted me in its use.

Her demeanor was more than pleasant. She initiated conversation with me when she saw that I was unsure of the procedure for buying a my ticket.

When I returned, she remembered me and asked about my trip, and we chatted a bit about my day.

It's people like Love that help give San Francisco and Muni a good name.

Well done!

Sincerely,

David Martin



November 7, 2022

To whom it may concern,

The San Francisco Hilton at Union Square hosted the American Society of Travel Advisors' Global Convention on August 24 - 26, 2022. Prior to the event, in response to media reports, several ASTA members expressed concern regarding safety and choice of venue. In response, I personally visited the hotel several times in the months leading up to our event. Each time, I'd walk the streets of the hotel's surrounding neighborhood. On each successive visit, I was impressed by the progress and general 'feeling' in the surrounding area. I was especially impressed with the coordinated efforts of the hotel and local authorities to create and maintain a feeling of safety with the city's ambassador programs and police presence.

ASTA members are primarily women entrepreneurs, aged 45 - 65. Our members sell travel experiences for a living, it's natural for them to explore the surrounding area of our host hotel. ASTA also organized functions outside the hotel, including a black-tie gala dinner at the nearby Palace Hotel, and two nights at the Curran Theater for the live Harry Potter show (one of which I suffered through.) ASTA members experienced the hotel and surrounding area without incident. And our post-convention attendee survey results gave the host city high marks. Frankly, I found the media-driven perceptions of San Francisco to be inaccurate and exaggerated. We'd happily consider the SF Hilton at Union Square for a future event.

Feel free to contact me if I can be of further assistance.

Sincerely,

Zane Kerby
President & CEO
American Society of Travel Advisors
703-739-6804

From: Michelsen, Douglas <Doug.Michelsen@FOX.COM>
Sent: Sunday, February 5, 2023 11:30 AM
To: Mandy Hall <mandy@sftid.com>
Subject: SF Travel Ambassador Feedback

Hi,

I just wanted to send a note commending Chestnut on her work.

I was part of the KTVU crew covering the Chinese New Year Parade at Union Square on February 4th.

Chestnut was able to answer many of the passerby's questions regarding the barricades and activities at the square as well as the parade, but she was also very adept at assisting in directing people away from areas that were being closed off to the public in the kindest ways possible.

Her positive attitude and friendly demeanor were on full display at this event.

Doug Michelsen
KTVU Broadcast Technician

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San Francisco Ethics Commission

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

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 230043

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Crezia Tano	415-554-5185
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
021 Economic & Workforce Development	Crezia.Tano@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR SF Tourism Improvement District Mgmt. Corp.	TELEPHONE NUMBER 415-227-2655
STREET ADDRESS (including City, State and Zip Code) One Front Street SF CA 94111	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 230043
DESCRIPTION OF AMOUNT OF CONTRACT \$13,227,000		
NATURE OF THE CONTRACT (Please describe) Fourth Amendment to Grant Agreement between the Office of Economic and Workforce Development and SF Tourism Improvement District Management Corporation, to add \$3,300,000 for Downtown Community Ambassador services up for a total Not to Exceed of \$13,227,000 for the period of July 1, 2021 through June 30, 2023		

7. COMMENTS

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

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Anderson	John	Board of Directors
2	Arbuckle	Amy	Board of Directors
3	Baier	Michael	Board of Directors
4	Beck	Brittney	Board of Directors
5	Bukowski	Ken	Board of Directors
6	Clark	Clif	Board of Directors
7	Foster	Tyler	Board of Directors
8	Hart	Peter	Board of Directors
9	Kwon	Ike	Board of Directors
10	Costello	Marianne	Board of Directors
11	Tang	Carol	Board of Directors
12	Bastian	Alex	Board of Directors
13	Seder	Mike	Board of Directors
14	SF Travel		Subcontractor
15	Block by Block		Subcontractor
16	Urban Place Consulting		Subcontractor
17	Destinations Analyst		Subcontractor
18	Baker Tilly		Subcontractor
19			

9. AFFILIATES AND SUBCONTRACTORS

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

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

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

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

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

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK

DATE SIGNED

BOS Clerk of the Board



DATE: January 13, 2023
TO: Angela Cavillo, Clerk of the Board
FROM: Crezia Tano, Chief Operating Officer *CT*
SUBJECT: Resolution to Approve Fourth Amendment to SF Tourism Improvement District Management Corporation Grant

Enclosed please find a resolution authorizing an amendment to FSP Contract 1000022657 for the SF Tourism Improvement District Management Corporation ("SFTID MC") Downtown Welcome Ambassador Program, which focuses on improving conditions in downtown neighborhoods as office workers and tourists are welcomed back to San Francisco.

The proposed amendment is to increase the Not to Exceed Amount increase contract amount by \$3,300,000, from \$9,927,000 to \$13,227,000. This amendment requires Board of Supervisors approval under San Francisco Charter 9.118.

Enclosures:

- SFTID MC Original Grant Agreement (FSP Contract 1000022657)
- SFTID MC Executed First Amendment
- SFTID MC Executed Second Amendment
- SFTID MC Executed Third Amendment
- SFTID MC Draft Fourth Amendment
- Draft BOS Resolution
- SFEC Form 126

CONTACT