## AMENDED IN COMMITTEE 3/8/2023 RESOLUTION NO.

FILE NO. 230043

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

3 Resolution approving Amendment No. 4 to a grant agreement between the Office of

4 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.

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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

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| 1  | WHEREAS, Under the Agreement, the SFTID MC shall partner with government                               |
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| 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                          |

executed by all parties, the Executive Director of OEWD and/or the Director of Office of

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| 1  | Contract Administration/Purchaser shall provide the final contract to the Clerk of the Board for |
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| 2  | inclusion in the official file (File No. 230043).  |
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