

## **GRANT ACCEPTANCE AGREEMENT**

Between San Francisco Special Events Committee  
and the San Francisco Police Department

### **RECITALS**

WHEREAS, San Francisco hosted the 30th Asia-Pacific Economic Cooperation (“APEC”) Leaders’ Summit, from November 11th to 17th, 2023.

WHEREAS, APEC was the largest gathering of international leaders in San Francisco since the signing of the U.N. Charter in 1945 and was attended by President Biden, Vice President Harris, various U.S. Cabinet members and leaders and officials from APEC’s 21 member economies, including the heads of state of China, Japan, Canada, Australia, Singapore and Thailand.

WHEREAS, APEC was an unprecedented large-scale event that posed unique security and logistical challenges. San Francisco met these challenges through the dedication and extensive preparation of various City departments, including the San Francisco Police Department (SFPD or Department). SFPD provided planned, full mobilization during the week of APEC to provide safety, security, event facilitation, traffic management and other logistical support to assist and protect residents and visitors alike. This was the first planned and longest duration full mobilization of its kind, which included unprecedented mutual aid support from other California jurisdictions.

WHEREAS, SFPD staff logged approximately \$8.8M in overtime hours during the week of APEC.

WHEREAS, the San Francisco Special Events Committee (Grantor) is a 501(c)(3) nonprofit dedicated to planning, supporting and implementing San Francisco City and County-related special events that have civic or cultural importance. Grantor worked with various City officials in the months leading up to APEC to raise over \$20M in donations from philanthropic organizations and private companies in support of APEC. Grantor used these funds in cooperation with the San Francisco Office of Protocol and other civic leaders to organize, implement and host various APEC-related events.

WHEREAS, Grantor has funds remaining from the over \$20M it raised and wishes to grant a portion of these funds to the City and County of San Francisco for costs incurred from APEC.

WHEREAS, Grantor has offered SFPD a cash grant of up to \$6,500,000 to cover most of the overtime costs charged by SFPD during the week of APEC.

WHEREAS, On \_\_\_\_\_, the Board of Supervisors adopted Board Resolution No. \_\_\_\_\_, approving this Agreement and authorizing SFPD to accept and expend the Grant;

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties (the “Effective Date”), the Parties agree as follows:

1. **Term.** This Agreement shall become effective upon full execution and delivery hereof by the Parties. This Agreement shall expire once the Grant has been expended.

2. **Grant.** Grantor is offering the Grant in two payments. Grantor shall provide SFPD a first payment of \$5,000,000 upon execution of this Agreement or upon such other date agreed to by the parties. The second payment will be made after SEC pays other of its remaining APEC balances and is anticipated to be up to an additional \$1,500,000, with payment expected later in the first quarter of 2024 or upon such other date agreed to by the parties.

3. **Department Responsibilities.** SFPD shall use the Grant funds solely and exclusively to cover the costs of overtime charged by SFPD staff during the week of APEC. The Grant funds received hereunder shall not be used to supplant other City expenditures.

4. **Indemnification.** Department agrees to defend, indemnify, and save harmless the Grantor, including its officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of any person, resulting directly or indirectly from any activity funded by the Grant.

5. **Contacts/Notices**

**Department:** Chief William Scott  
San Francisco Police Department  
1245 3<sup>rd</sup> Street  
San Francisco, CA 94158  
[SFPDchief@sfgov.org](mailto:SFPDchief@sfgov.org)

**Grantor:** Chair Thomas E. Horn  
San Francisco Special Events Committee  
601 Van Ness Ave E240  
San Francisco, CA 94102  
[pagnol@earthlink.net](mailto:pagnol@earthlink.net)

6. **Sunshine Ordinance and Donor Disclosures.** Grantor understands and acknowledges that this Agreement, and any document between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act. In addition, Grantor agrees to disclose information regarding the amounts and sources of funding for this Grant and any financial interest such donors have involving the City as set forth in Administrative Code Section 67.29-6, to provide a copy of all required reports and disclosures to Department, and to provide all information requested by Department to enable Department to comply with its disclosure obligations.

7. **Dispute Resolution.** In the event of a dispute under this Agreement, the Party claiming default shall first provide the other Party a written notice of default and a 30-day opportunity to cure. If the dispute is not resolved within 30 days or if the parties otherwise agree to waive the 30-cure day period, the dispute shall proceed to non-binding mediation. If the dispute is not

resolved within 30 days of the mediation, the complaining Party may declare the other party in default. The Party claiming default shall then be entitled to exercise any right or remedy available at law or in equity which it may have by reason of such default including, but not limited to the right to monetary damages and specific performance to prevent or eliminate such default.

**8. Conflicts of Interest.** By executing this Agreement, Grantor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement. The Parties agree and acknowledge that Grantor's support of Department, or lack thereof, shall have no bearing on and shall not be relevant towards any future contracting, leasing, or permitting decisions by Department.

**9. Miscellaneous.**

a. **Entire Agreement.** This Agreement contains the entire understanding between the Parties as of the date of this Agreement. All prior written or oral negotiations, discussions, understandings and agreements are merged herein. This Agreement may only be amended or modified in writing, signed by the Parties.

b. **Compliance with Applicable Laws.** All actions described herein are subject to and must be conducted and accomplished in accordance with the City's charter, its municipal code, and all applicable state and federal laws, building codes and regulations.

c. **Independent Relations.** Nothing herein contained shall be construed as creating the relationship of employer and employee between the City and Grantor or any of their respective agents or employees. Department has and hereby retains the right to exercise full control and supervision of its duties and full control of employment, direction, compensation and discharge of all persons assisting it in the performance of this Agreement. Nothing set forth in this Agreement shall be deemed to render the City a partner in Grantor's business, or a joint venture or member in any joint enterprise with Grantor.

d. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall create or justify any claim against the City or Grantor by any third person with respect to the performance of any duties or other projects being undertaken by Grantor or the City. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely hereon.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned have indicated their approval effective as of the respective dates set forth to their names.

APPROVED:

\_\_\_\_\_  
Date  
San Francisco Special Events Committee  
Thomas E. Horn  
Chair

\_\_\_\_\_  
Date  
San Francisco Police Department  
William Scott  
Chief of Police

APPROVED AS TO FORM:

David Chiu  
City Attorney of San Francisco

By: \_\_\_\_\_  
Alicia Cabrera  
Deputy City Attorney