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

SECOND AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SF NEW DEAL
FSP CONTRACT NUMBER: 1000028500

SMALL BUSINESS GRANT PAYMENT SUPPORT

This AMENDMENT (the "Amendment") **of the April 1, 2023 Grant Agreement** (the "Agreement") is dated as of **May 1, 2024** and is made in the City and County of San Francisco, State of California, by and between **SF NEW DEAL, 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 ("OEWD").

RECITALS

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals ("RFP") 219, Program Area K Small Business Grants Payment Administrative Support, issued on December 3, 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. XXX-24 on DATE, approving a Second Amendment in accordance with the requirements of San Francisco Charter Section 9.118 (the "First Resolution"); and

WHEREAS, Grantee has submitted to the Department 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, City and Grantee desire to enter into this Amendment to memorialize their continued 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. and

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

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, 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.

a. **Agreement**. The term "Agreement" shall mean that certain Agreement dated **April 1, 2023** between Grantee and City, as amended by the:

First Amendment, dated **December 1, 2023.**

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

2. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

(a) Section 4.1. Section 4.1 ("Implementation of Grant Plan; Cooperation with Monitoring") of the Grant Agreement is hereby modified to add the following to the section:

"Nothing contained in this Agreement, or any agreement between Grantee and its subgrantee or otherwise, shall create any contractual relationship between the City and the Grantee's subgrantee. This includes any agreement between Grantee and its mini-grant recipients. The Grantee's obligation to pay its subgrantees or mini-grant recipients are an independent obligation from the City's obligation to make payments to the Grantee. As a result, the City shall have no obligation to pay Grantee's subgrantees, including mini-grant recipients, or to enforce the terms of any agreement between Grantee and its subgrantees or mini-grant recipients."

(b) **Section 5.1**. Section 5.1 ("Maximum Amount of Grant Funds") of the Grant Agreement currently reads:

"5.1 **Maximum Amount of Grant Funds**. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **EIGHT MILLION NINE HUNDRED SIXTY THOUSAND** Dollars ($**8,960,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the "Grant Amount").

Contingent Amount: "Contingent Amount" shall mean an amount not to exceed $**1,039,999** in the City's sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as

available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed $**9,999,999**."

*Such section is hereby amended to read as follows (changes in **bold**):*

"5.1 **Maximum Amount of Grant Funds**. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **ELEVEN MILLION FOUR HUNDRED FIFTEEN THOUSAND** Dollars ($**11,415,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the "Grant Amount").

(c) **Section 6.5**. Section 6.5 ("Books and Records") of the Grant Agreement reads as follows:

"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."

*Such section is hereby amended to read as follows (changes in **bold**):*

"6.5 **Books and Records**. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan, **including the mini-grant program**, 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."

(d) Section 6.6. Section 6.6 ("Inspection and Audit") of the Grant Agreement reads as follows:

"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."

*Such section is hereby amended to read as follows (changes in **bold**):*

"6.6 **Inspection and Audit**. Grantee shall make available to City, its employees and authorized representatives, during regular business hours, **and on an as-needed basis,** 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 **within three (3) business days of City's request**. 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. **City's ability to inspect and audit is a material term of the Agreement. If Grantee cannot provide sufficient documentation to the satisfaction of City, City reserves the right to withhold any payment to Grantee, offset against any portion of undistributed grant funds, demand specific performance of services, or terminate the Agreement for cause**."

(e) Section 12.1. Section 12.1 ("Proprietary or Confidential Information of City") of the Grant Agreement is hereby deleted and replaced in its entirety to read as follows:

"12.1 **Proprietary or Confidential Information.** 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, or be provided to Grantee by individuals or organizations in the course of Grantee's performance under this Agreement, and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City or those such individuals or organizations that provided the information. Grantee agrees that all information disclosed to Grantee under this Agreement 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. At the request of City or termination or expiration of this Agreement, Grantee shall promptly return all confidential data given to or collected by Grantee, and/or destroy such data in any form or medium in which Grantee stores the data."

(f) Section 16.21. Section 16.21 ("Compliance with Other Laws") of the Grant Agreement is hereby amended in its entirety to read as follows (changes in **bold**):

"16.21 **Compliance with Other Laws**.

(a) 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.

(b) **Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement**."

(g) Appendix A. Appendix A, Budget, of the Grant Agreement, and Appendix A-1, Budget of the First Amendment display the original total amount of $**8,960,000.00**.

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.

(h) **Appendix B** Appendix B-1, Definition of Grant Plan, of the First Amendment describes 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.

(i) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement, and Appendix C-1, Invoicing and Payment Instructions of the First Amendment describes 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.

4. **Effective Date**. Each of the modifications set forth in Section 2 shall be effective on and after **(The FISCAL effective date(s)]**.

5. **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.

[Signatures appear on following page]

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

CITY:	**GRANTEE:**
CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT	**SF NEW DEAL,** a **California** nonprofit public benefit corporation
By: _____	BY: _____
Merrick Pascual Chief Financial Officer	Print Name: Simon Bertrang Title: Executive Director Federal Tax ID #: 85-0498939 City Supplier Number: 0000042775
Approved as to Form: David Chiu City Attorney	
By: _____ Mary Kamikihara Deputy City Attorney	

Appendix A-2
Budget

Budget Line Item	Description	Due Date	Amount
Mini-Grant Program			$2,235,000.00
Deliverable 10	Revised Program Plan for Amendment 2	6/15/2024	$25,000.00
Deliverable 11	Q4 Quarterly Report FY 24 (Mar-June 2024)	7/10/2024	$100,000.00
Deliverable 12	Fillmore Pitch Program Plan	7/10/2024	$20,000.00
Deliverable 13	Entertainment Grant Program Plan	5/24/2024	$15,000.00
Deliverable 14	Entertainment Grant Application & Selection Report	8/15/2024	$15,000.00
Deliverable 15	Entertainment Grant Midterm Report	10/15/2024	$15,000.00
Deliverable 16	Entertainment Grant Final Report	12/13/2024	$15,000.00
Deliverable 17	Tenderloin Grants Program Plan	5/31/2024	$15,000.00
TOTAL BUDGET			**$2,455,000.00**

Appendix B-2
Definition of Grant Plan

The term "Grant Plan" shall mean

PROJECT DEFINITIONS

City – City and County of San Francisco

City's Team – Jossiel Cruseta, Community Economic Development (CED), Small Business Programs Administrator, OEWD

Grantee – SF New Deal

Grantee's Team – Simon Bertrang, Executive Director, SF New Deal

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

Project – Services described in this Agreement

DESCRIPTION OF SERVICES

The grantee will provide financial management and administrative support for small business grant programs.

TASKS AND DELIVERABLES

Task 1. Grantee shall provide financial management and administrative support for small business grant programs

Task 1.1.

- Grantee shall provide financial assistance for grant distribution for small business grant programs.
- Grantee shall review grant payment requests and confirm receipt within five business days.
- Grantee shall collect W9 forms from small business grant recipients.
- Grantee shall provide timely distribution of checks for the City or mail directly to vendors per City request.
- Grantee shall carry up to $1M in accounts receivable from the City - i.e. Grantee shall ensure rapid grant distribution with a subsequent request for reimbursement from the City.
- Grantee shall submit monthly invoices of grant payments issued, including project costs and administrative fees charged
- Grantee shall issue 1099s to small business grant recipients and correct any errors flagged by the IRS.
- Grantee shall provide a client services team to work with small business grant recipients to answer questions and ensure timely collection of documentation needed to disburse grants.

Task 1.2

- Grantee shall design, in coordination with the City team, a streamlined disbursement system to process the grant payments.

Task 2 Mini-Grant Program Administration
Grantee shall support the development and administration of mini-grant programs, including, but not limited to developing grant materials, application, processes, management of application process, executing agreements with recipients, coordinating and supporting public events or informational sessions

related to the grant, producing reports on progress, challenges, and areas of opportunity to improve impact and efficiency of mini-grant program.

Grantee shall review all mini-grant applications for accuracy and sufficiency, and confirm that grant recipients meet all requirements of the mini-grant program prior to awarding any grant funds.

The mini-grant program, in addition to all written materials implementing the program, must be preapproved by OEWD in writing prior to its implementation.

Deliverables

Deliverable 1

1. Provide a plan and budget for a small business grant program for City approval. Plan will include mechanisms for rapid distribution of small business grants and will include outreach to ensure collection of W9s and other documentation; adequate recordkeeping and accounting to ensure compliance and IRS reporting; and follow-up to collect evaluation data or correct any errors in 1099 reporting. Program Plan will include plans for an Airtable database and dashboard with ability for OEWD to access live reporting on all grant recipients.

Deliverables 3, 4, 5, 8, 9, 10, 11 (Report: Checks Written and Quarterly Reports)

1. Provide a list of all businesses awarded grants within reported period, including the amounts and disbursement date. Include a narrative of how the organization assisted businesses with applications and completing grant requirements.

   NOTE: Administrative costs for the Grantee are dependent on the number of grants disbursed not the size of the grants.

Deliverable 10 Revised Program Plan for Amendment 2
Provide a plan and budget for a small business grant program for City approval. Plan will include how additional amendment funding is to be distributed across mini-grant programs, including anticipated budget amounts by program, timelines, administrative costs and any other program delivery costs.

Deliverable 12 ((Lower Fillmore Small Business Pitch Program Plan)
Provide a plan and budget for the Lower Fillmore Small Business Pitch mini-grant program for City approval. Plan will include how Fillmore Pitch funding is to be distributed across the program, costs associated with the Fillmore Pitch events, administrative costs and any other program delivery costs as well as timeline for events and mini-grant delivery.

Deliverables 13, 14 (Mini Grant Program Plans)
The mini-grant program, in addition to all written materials implementing the program, must be preapproved by OEWD in writing prior to its implementation. Grantee shall provide a detailed program plan including, but not limited to, a timeline, selection criteria, question set, and the names and qualifications of individuals serving on selection panels. Grantee will be responsible for ensuring that any community organizations that apply to the mini-grant program are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the agreement, including those established by the California Attorney General's Registry of Charitable Trusts.

OEWD has final approval authority over the proposed program and reserves the right to appoint City staff or other stakeholders with relevant expertise as panelists/proposal evaluators. Following the selection of mini-grant awardees, and prior to the issuance of any grant funds, OEWD reserves the right to request documentation (e.g. proposals, scoring materials and evaluations, and any other documentation used in connection with the evaluation process for each of the mini-grant awardees.). Should OEWD determine

that the selection process was unfairly or improperly conducted, OEWD reserves the right to take appropriate remedies, which may include canceling the award(s), program, or rescinding grant funds.

Deliverable 13 Program Plan

Grantee shall provide a plan and budget for the application process for the Downtown Arts, Culture, Entertainment Revitalization Program for City approval. The program plan should include, but not be limited to, team scope and roles, timeline, marketing plan, proposed application, proposed scoring rubric, and the names and qualifications of individuals serving as proposal evaluators. Grantee will be responsible for ensuring that any community organizations that apply to the program are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the agreement, including those established by the California Attorney General's Registry of Charitable Trusts. The Program Plan should also include plans for an Airtable database and dashboard with the ability for OEWD to access live reporting on all grant applicants.

OEWD has final approval authority over the proposed program and reserves the right to appoint City staff or other stakeholders with relevant expertise as proposal evaluators. Following the selection of the awardees, and prior to the issuance of any grant funds, OEWD reserves the right to request documentation (e.g. proposals, scoring materials and evaluations, and any other documentation used in connection with the evaluation process for each of the awardees.). Should OEWD determine that the selection process was unfairly or improperly conducted, OEWD reserves the right to take appropriate remedies, which may include canceling the award(s), program, or rescinding grant funds.

Deliverable 14 Entertainment Grant Application & Selection Report

Grantee shall provide an Application and Selection Report. The report should include, but not be limited to, the implemented scoring rubric, grant application, names and qualifications of individuals who served as evaluators. The report shall additionally provide an overview of the selected proposals thus far, including, but not limited to, the name of the main applicant, type of event/campaign for which the grant is intended, monetary allocation, and name, small business central categories, and San Francisco BAN number of all participating businesses or vendors.

Deliverables 15, 16 (Entertainment Grant Mid-Term and Final Reports)

Deliverable 15 Entertainment Grant Midterm Report
Grantee shall provide a Midterm Report. The report should include, but not be limited to, number of applications received, number of proposals selected, list with the amount of the grant funds distributed, and an overview of the selected proposal including, but not limited to, the name of the selected main applicant, type of event/campaign for which the grant is intended, name, small business central categories and San Francisco BAN number of all participating businesses or vendors, monetary allocation, and an update on the status of each selected proposal within the pipeline.

Deliverable 16 Entertainment Grant Final Report
Grantee shall provide a Final Report. The final report should provide an update to the midterm report and should include, but not be limited to, an update on the status of each selected proposal within the pipeline and a final report shall summarize key success stories and information in publicly facing documents in a sharable format with larger audiences that does not include any Confidential Information, or personal information of grant recipients.

Deliverable 17 Tenderloin Grants Program Plan
Provide a plan and budget for Tenderloin Storefront Opportunity Grant, Tenderloin SF Shines Grant, and Tenderloin Business Training Grant programs for City approval. The Tenderloin SF Shines and

Tenderloin Business Training grant funds will be added to existing OEWD SF Shines and Business Training grant programs, but the Tenderloin Storefront Opportunity Grant program will be a new program designed by SF Planning with the assistance of Grantee. The Program Plan will include how Tenderloin Community Action Plan funding is to be distributed across mini-grant programs, administrative costs and any other program delivery costs as well as timeline for grant delivery. Any budget not allocated in this Program Plan to administrative costs or other program delivery costs would be spent on mini-grants.

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
oewd.ap@sfgov.org

Re: **SMALL BUSINESS GRANT PAYMENT SUPPORT**

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of **APRIL 1, 2023**, between **SF NEW DEAL** ("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:	$ **11,415,000.00**
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.

SF NEW DEAL, a California Non-Profit Public 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
Mini-Grant Program		
Deliverable 10	Revised Program Plan for Amendment 2	
Deliverable 11	Q4 Quarterly Report FY 24 (Mar-June 2024)	
Deliverable 12	Fillmore Pitch Program Plan	
Deliverable 13	Entertainment Grant Program Plan	
Deliverable 14	Entertainment Grant Application & Selection Report	
Deliverable 15	Entertainment Grant Midterm Report	
Deliverable 16	Entertainment Grant Final Report	
Deliverable 17	Tenderloin Grants Program Plan	
	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.***