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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
MID-MARKET FOUNDATION

MID-MARKET/TENDERLOIN COMMUNITY BASED SAFETY PROGRAM

THIS THIRD AMENDMENT TO GRANT AGREEMENT (this "Amendment") is made as of the **First** day of **October, 2023**, in San Francisco, California, by and between **MID-MARKET FOUNDATION, a California Non-Profit Public Benefit Corporation** located at **20 Galli Drive, Suite A, Novato, California, 94949**, hereinafter referred to as ("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, 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 A - Mid-Market/Tenderloin Community-Based Safety Program, a 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, the San Francisco Board of Supervisors adopted Resolution No. 468-22 on November 8, 2022, approving a First Amendment in accordance with the requirements of San Francisco Charter Section 9.118; and

WHEREAS, the San Francisco Board of Supervisors adopted Resolution No. 110-23 on March 21, 2023, approving a Second Amendment in accordance with the requirements of San Francisco Charter Section 9.118 (the "**Resolution**"), and

WHEREAS, the San Francisco Board of Supervisors adopted Resolution No. 373-23 on July 18, 2023, approving this Amendment in accordance with the requirements of San Francisco Charter Section 9.118 (the "**Resolution**").

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

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:

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a. **Agreement**. The term "Agreement" shall mean that certain Agreement dated **July 1, 2022** between Grantee and City, as amended by the:

> **First Amendment,** dated **November 14, 2022**, and further amended by the **Second Amendment,** dated **March 21, 2023.**

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 3.2.** Duration of Term of the Agreement currently reads as follows:

> The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** and (b) the effective date specified in Section 3.2. Such term shall end on **OCTOBER 15, 2023** unless earlier terminated as provided herein.

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

> The term of the Agreement shall commence on the later of (a) **JULY 1, 2022** and (b) the effective date specified in Section 3.2. Such term shall end on **JUNE 30, 2025** unless earlier terminated as provided herein.

(b) **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 **THIRTY MILLION NINETY THOUSAND FIVE HUNDRED SEVENTY Dollars ($30,090,570)**."

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 **SIXTY MILLION FIVE HUNDRED NINETY THOUSAND FIVE HUNDRED SEVENTY Dollars ($60,590,570)**."

(c) **Appendix A.** Appendix A-2, Budget, of the Second Amendment, displays the previously amended total amount of **$30,090,570**.

Such section is hereby superseded in its entirety by Appendix A-*3*, Budget, which is attached hereto and incorporated herein by this reference and displays the budget as herein modified.

(d) **Appendix B.** Appendix B-2, Definition of Grant Plan, of the Second Amendment describes the previously amended services to be provided.

Such section is hereby superseded in its entirety by Appendix B-*3*, which is attached hereto and incorporated herein by this reference and displays the services to be provided under this Amendment.

(e) **Appendix C.** Appendix C-2, Invoicing and Payment Instructions, of the Grant Agreement describes the process for requesting funding.

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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 **October 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]

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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:
By: \s3\
8687E129144B45D...
\n2\ Merrick Pascual
Merrick Pascual
Chief Financial Officer

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
By: \s2\
B6537502D8EC420...
\n2\ Mary Kamikihara
Mary Kamikihara
Deputy City Attorney

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.

MID-MARKET FOUNDATION, a **California** nonprofit public benefit corporation

DocuSigned by:
By: \s1\ Steve Gibson
1A4C3A67AC16450...
\n1\ Steve Gibson
Name: **Steve Gibson**

Title: Executive Director

Federal Tax ID Number: 85-0892059

City Supplier Number: 0000047252

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Appendix A-3
Budget

Deliverable	Description of Deliverable	Due Date	Amount
Deliverable 1	Task 1.1 Foundational Program Plan	7/31/2022	$4,000,000.00
Deliverable 2	Task 1.2 Ramp Down Program Plan	8/31/2022	$1,000,000.00
Deliverable 3	Task 1.3 Monthly Report July 2022	8/10/2022	$1,500,000.00
Deliverable 4	Task 1.3 Monthly Report August 2022	9/10/2022	$1,500,000.00
Deliverable 5	Task 1.3 Monthly Report September 2022	10/10/2022	$1,000,000.00
Deliverable 6	Task 1.3 Monthly Report October 2022	11/10/2022	$1,000,000.00
Deliverable 7	Task 1.4 1st Quarterly Report	10/14/2022	$2,000,000.00
Deliverable 8	Task 1.3 Monthly Report November 2022	12/10/2022	$1,000,000.00
Deliverable 9	Task 1.3 Monthly Report December 2022	1/10/2023	$2,000,000.00
Deliverable 10	Task 1.3 Monthly Report January 2023	2/10/2023	$1,000,000.00
Deliverable 11	Task 1.4 2nd Quarterly Report	1/14/2023	$2,000,000.00
Deliverable 12	Task 1.5 Semi-Annual Report 1	1/14/2023	$1,500,000.00
Deliverable 13	Task 1.3 Monthly Report February 2023	3/10/2023	$100,000.00
Deliverable 14	Task 1.3 Monthly Report March 2023	4/10/2023	$87,500.00
Deliverable 15	Task 1.3 Monthly Report April 2023	5/10/2023	$837,500.00
Deliverable 16	Task 1.4 3rd Quarterly Report	4/14/2023	$950,570.00
Deliverable 17	Task 1.3 Monthly Report May 2023	6/10/2023	$837,500.00
Deliverable 18	Task 1.3 Monthly Report June 2023	7/10/2023	$687,500.00
Deliverable 19	Task 1.4 4th Quarterly Report	7/10/2023	$500,000.00
Deliverable 20	Task 1.5 Semi-Annual Report 2	7/10/2023	$90,000.00
Deliverable 21	Task 1.3 Monthly Report July 2023	8/10/2023	$2,500,000.00
Deliverable 22	Task 1.3 Monthly Report August 2023	9/10/2023	$1,500,000.00
Deliverable 23	Task 1.3 Monthly Report September 2023	10/10/2023	$1,500,000.00
Deliverable 24	Task 1.4 5th Quarterly Report	10/10/2023	$250,000.00
Deliverable 25	Task 1.4 Quarterly TLCBD Park Stewards Report 1	10/10/2023	$250,000.00
Deliverable 26	Task 1.3 Monthly Report October 2023	11/10/2023	$1,500,000.00
Deliverable 27	Task 1.3 Monthly Report November 2023	12/10/2023	$1,500,000.00
Deliverable 28	Task 1.3 Monthly Report December 2023	1/10/2024	$1,500,000.00
Deliverable 29	Task 1.4 6th Quarterly Report	1/10/2024	$750,000.00
Deliverable 30	Task 1.4 Quarterly TLCBD Park Stewards Report 2	1/10/2024	$250,000.00
Deliverable 31	Task 1.5 Semi-Annual Report 3	1/10/2024	$750,000.00
Deliverable 32	Task 1.3 Monthly Report January 2024	2/10/2024	$1,000,000.00
Deliverable 33	Task 1.3 Monthly Report February 2024	3/10/2024	$1,000,000.00
Deliverable 34	Task 1.3 Monthly Report March 2024	4/10/2024	$1,000,000.00
Deliverable 35	Task 1.4 7th Quarterly Report	4/10/2024	$750,000.00
Deliverable 36	Task 1.4 Quarterly TLCBD Park Stewards Report 3	4/10/2024	$250,000.00
Deliverable 37	Task 1.3 Monthly Report April 2024	5/10/2024	$1,000,000.00

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Deliverable 38	Task 1.3 Monthly Report May 2024	6/10/2024	$1,000,000.00
Deliverable 39	Task 1.3 Monthly Report June 2024	6/20/2024	$1,000,000.00
Deliverable 40	Task 1.4 8th Quarterly Report	6/20/2024	$500,000.00
Deliverable 41	Task 1.4 Quarterly TLCBD Park Stewards Report 4	6/20/2024	$250,000.00
Deliverable 42	Task 1.5 Semi-Annual Report 4	6/20/2024	$500,000.00
Deliverable 43	Task 1.3 Monthly Report July 2024	8/10/2024	$1,500,000.00
Deliverable 44	Task 1.3 Monthly Report August 2024	9/10/2024	$1,500,000.00
Deliverable 45	Task 1.3 Monthly Report September 2024	10/10/2024	$1,000,000.00
Deliverable 46	Task 1.4 9th Quarterly Report	10/10/2024	$500,000.00
Deliverable 47	Task 1.3 Monthly Report October 2024	11/10/2024	$1,250,000.00
Deliverable 48	Task 1.3 Monthly Report November 2024	12/10/2024	$1,250,000.00
Deliverable 49	Task 1.3 Monthly Report December 2024	1/10/2025	$1,000,000.00
Deliverable 50	Task 1.4 10th Quarterly Report	1/10/2025	$500,000.00
Deliverable 51	Task 1.5 Semi-Annual Report 5	1/10/2025	$500,000.00
Deliverable 52	Task 1.3 Monthly Report January 2025	2/10/2025	$1,000,000.00
Deliverable 53	Task 1.3 Monthly Report February 2025	3/10/2025	$1,000,000.00
Deliverable 54	Task 1.3 Monthly Report March 2025	4/10/2025	$750,000.00
Deliverable 55	Task 1.4 11th Quarterly Report	4/10/2025	$1,000,000.00
Deliverable 56	Task 1.3 Monthly Report April 2025	5/10/2025	$750,000.00
Deliverable 57	Task 1.3 Monthly Report May 2025	6/10/2025	$750,000.00
Deliverable 58	Task 1.3 Monthly Report June 2025	6/20/2025	$750,000.00
Deliverable 59	Task 1.4 12th Quarterly Report	6/20/2025	$750,000.00
Deliverable 60	Task 1.5 Semi-Annual Report 6	6/20/2025	$750,000.00
	Total:		**$60,590,570.00**

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Appendix B-3
Definition of Grant Plan

The term "Grant Plan" shall mean

I. PROJECT NAME/TITLE

Mid-Market/Tenderloin Community-Based Safety Program

II. PROJECT DESCRIPTION

Grantee shall partner with government agencies and community stakeholders to manage the Mid-Market/Tenderloin Community-Based Safety Program, a program that focuses on forging a path to a thriving community and save lives through overdose prevention, connecting people to care and service, and increasing the quality of life for workers, residents and businesses.

III. PROJECT DEFINITIONS

City – City and County of San Francisco

City 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:

Laurel Arvanitidis, Director of Business Development
Laurel.arvanitidis@sfgov.org
415-554-6471

Andre Torrey, DEM, Street Ambassador Coordinator
Andre.torrey@sfgov.org
415-509-8086

Sam Dodge, DEM, Director, Street Response Coordination Division
Sam.dodge@sfgov.org

Crezia Tano, Chief Operating Officer
crezia.tano@sfgov.org
415-554-5185

DEM – Department of Emergency Management, a department of the City

City Team Approval/Authorization – As requested within this contract Shall be in writing to the grantee and appropriate sub-vendor.

Grantee – Mid-Market Foundation

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

Steve Gibson, Executive Director, Mid-Market Business Association & Foundation
steve@urbanplaceconsulting.com
562-243-3389

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

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

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Service Area – An area bound by Mission, Van Ness, Geary, Mason, including Eddy to Powell Street Bart Station area, down Market Street to Fourth and down Fourth to Mission as depicted below:

IV. DESCRIPTION OF SERVICES

Grantee shall provide services for the **Mid-Market/Tenderloin Community-Based Safety Program** ("Project).

Grantee shall deploy an average of 41,575 hours of community Ambassadors/Practitioners each month within the boundaries of the service area. Ambassadors/Practitioners shall be deployed daily at least within the hours between 7am to 7pm unless other shift times are pre-authorized by the City Team, and may be extended at the Grantee's discretion with City Team approval. Placements, hours, area of service, and protocols for Ambassador/Practitioner services shall be developed, monitored, and updated as needed in coordination with City Team. Grantee shall consult with and obtain final approval from City Team of any changes in operations or services on a Macro level. Changes to operations or services that are needed on a daily basis to meet immediate needs and changing conditions do not need to obtain final approval of

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City Team but will be reported to City Team after the fact. Staffing provided with non-city funds including UC Law SF a will be dis-aggregated if possible in reporting.

Ambassadors/Practitioners' roles with respect to safety are to provide a physical presence in the neighborhood, engaging with people who may need support (for a variety of health and safety reasons), and coordinating with and providing situationally appropriate referrals to other entities, which may include the police via calls to 911, DPH's Street Response Team, or other appropriate City agencies or nonprofit organizations. Ambassadors are to be *facilitators* of safety services, as opposed to the parties intervening in potentially dangerous situations, more appropriately handled by the police.

Ambassadors/Practitioners shall engage with compassion and respect to support people in need, and improve the conditions of the area. Ambassadors/Practitioners will not provide security services and may not engage with individuals and groups that are involved in illegal activities, such as drug sales, that are the responsibility of the Police. If these activities are observed staff is required to call and report the activity to SFPD.

Specifically, Grantee shall:

- Be responsible for contributing to culture change in the area included in City efforts including but not limited to the Drug Market Agency Command Center and Tenderloin Community Action Plan by creating a deployment strategy to cover the Service Area.
- Coordinate closely with City Team and other relevant City departments and partners, including the San Francisco Police Department, Community Benefit Districts and other ambassador programs, as appropriate.
- Continue ongoing and semi-annual evaluation, including via community surveys
- Plan for program ramp down and transition in advance of the grant term end
- Plan and implement additional neighborhood improvements that will increase business activity and ultimately reduce the need for safety Ambassador/Practitioner services
- Participate in regular coordination meetings with City Team at which operational and deployment plans shall be discussed and approved by City. City Team review and approval shall extend, but not be limited, to:
    - Deployment area, hours, and level of service
    - Ambassador/Practitioner training programs and quality control procedures
    - Ambassador/Practitioner uniforms and standards of conduct
    - Incident reporting procedures
    - Changes to operations or services that are needed on a daily basis to meet immediate needs and changing conditions do not need to obtain final approval of City Team, but will be reported to City Team after the fact.
- Subcontract to one or more vendors who shall:
    - Comply with all operational and deployment standards and procedures set by City Team for Grantee, and all other terms as set forth by Grantee
    - Take responsibility for operations within the service area, deploying roving or fixed post-style Ambassadors/Practitioners as agreed to in the deployment plan.
    - Ensure Ambassador/Practitioner coverage is efficient across blocks, taking care to deploy the minimum number of Ambassadors/Practitioners needed to safely provide coverage and to maximize the coverage of the program
    - Coordinate with the Tenderloin Community Benefit District (TLCBD) to implement the Tenderloin Park Stewards Program, and with any other ambassador or service programs working in the same area, as directed, including SOMAWest Community Benefit District (CBD), Civic Center CBD, Mid Market CBD, and St. Anthony's Foundation.

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- Make periodic adjustments to deployment plan in coordination with City Team and community stakeholder priorities and with final approval from City Team, including extending beyond the initial deployment map to additional community "hot spots," provided the area is safe for Ambassadors/Practitioners.
- Provide a thorough and comprehensive training. This training proposed by the subcontractor or vendors shall be pre-approved by the City Team. This training must be documented, including subjects, sample training materials, training sequence, and updates on training cohorts/employees trained reported quarterly.
- Hire and train Ambassadors/Practitioners who will engage with everyone on the street, with a specific focus on people in need but also generally providing hospitality and a welcoming presence to all residents, workers, visitors, and business owners
- Hire and train Ambassadors/Practitioners who will provide referrals to city and nonprofit services for people in need, as well as provide basic information to the public about these services
- Ensure its team is adequately trained with the most up to date information on weekly coordination goals and service program referrals
- File 311 requests and make 911 reports as issues are identified in any part of the operation's geographic boundary
- Provide weekly deployment reports, hours and monthly deployment plans which include a fixed monthly cost
- Maintain an ambassador "hub" in the Tenderloin that will support Ambassadors/Practitioners and supervisors in maintaining a safe and healthy presence

Grantee shall provide training to its employees on their interaction with members of the public exercising constitutional rights of freedom of speech, assembly, and the practice of religion, and/or the right to peacefully remain, as applicable, in public forums.

Prevailing Wages. Grantee agrees to comply with, and require its contractors to pay, prevailing wages for any labor in connection with a "public work" as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction or maintenance work if paid for in whole or in part out of public funds). Grantee agrees to provide evidence to City of the payment of prevailing wages upon request, and to cooperate with the City in any investigation relating to this requirement.

V. 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. 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 Monthly report requirements (see below) and a map of current and future deployment.

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Task 1.1 Deliverable:

- Foundational Program Plan (due July 31, 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, including detail on minimizing numbers of ambassadors deployed per block; handing off roles to other ambassador groups or City agencies; accessing private funding; facilitating community ownership, i.e. transition roles to community stakeholders through activation; efficiency through partnerships with community groups including CBDs and others; and business development plan that will increase business hours and reduce the need for community ambassadors.

Task 1.2 Deliverable:

- Ramp Down Program Plan (due August 31, 2022)

Task 1.3 Grantee shall provide Monthly reports to the City Team within 14 calendar days after each month or as soon as practical for the entirety of the grant term. Monthly reports shall include: Total monthly Ambassador hours logged; number block faces with Ambassador presence; number of Ambassadors deployed on average daily; and number of Ambassador FTEs deployed. These numbers should be tallied in a table of cumulative monthly numbers each month, and should indicate which program area the deployments correspond to (e.g. TLCBD Park Stewards Program, Mid-Market/Tenderloin Safety Program, UC Law SF and other staffing provided with non-city funds if practical, etc).

Monthly reports shall also include cost of current monthly deployment; cost of next month deployment; amount invoiced to OEWD; and a table of cumulative monthly deployment costs for each month;

Reports to also include

- Weekly ambassador deployment summaries for each week with detailed block face locations, including UC Law SF and other staffing provided with non-city funds if practical, etc).
- a monthly community hub activity summary.
- Number of positive engagements with neighbors; number of Ambassador de-escalation events; number of Ambassador inviting spaces intervention; number of Ambassador over dose reversals; number of needle disposals; number of trash bags used; number of Ambassador requests for 911 help; number of Ambassador 311 requests
- Major scope of services, operational or budget changes; major performance and quality control issues and how they are being addressed; training accomplishments; communications accomplishments and press.
- Map of deployment over the previous month.

If Grantee falls 20% behind monthly goal for hours of Ambassador/Practitioner services in any month, there shall be a meeting to evaluate grantee's workflow and develop a plan to get service delivery on track. If grantee falls more than 30% behind monthly service delivery goals, there shall be biweekly meetings with City Team evaluating progress. Further, OEWD may delay or deny approval of monthly and quarterly reports until such time service delivery is improved, and funding may be withheld until services are successfully delivered.

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Task 1.3 Deliverables

- Monthly Reports beginning with July 2022 to be provided within 14 days after each month for the entirety of the grant term, except for the final monthly report, which must be completed, submitted, and approved by the Project Manager before the end of the grant term.

Task 1.4 Grantee shall provide Quarterly Financial reports to the City Team within 14 calendar days or as soon as practical after each quarter for the entirety of the grant term. Quarterly 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 first quarterly report only). Quarterly reports shall document performance and status of all active subcontracts for service under this grant, including for the TLCBD Park Steward Program.

Task 1.4 Deliverables

- Quarterly Report beginning with July to September 2022 to be provided within 14 days or as soon as practical after each quarter for the entirety of the grant term, except for the final quarterly report, which must be completed, submitted, and approved by the Project Manager before the end of the grant term.
- Quarterly TLCBD Park Steward Program Report evidencing the payroll expended for ambassador staffing, beginning in October 2023 for a period of at least one year.

Task 1.5 Grantee shall provide Semi-Annual reports to the City Team within 14 calendar days or as soon as practical after each 6-month period, for the entirety of the grant term. Semi-Annual Reports shall include cumulative outputs based on Monthly Report criteria. Data will also include survey results from semi-annual community stakeholder engagement and evaluation surveys. Survey should be developed and shared with City agencies coordinating program evaluation for Tenderloin initiatives. Semi-annual reports shall include updates to the Ramp Down Plan identified in Task 1.2 to reflect current conditions, as needed.

Task 1.5 Deliverables

- Semi Annual Reports beginning with July to December 2022 to be provided within 14 days after each 6-month period, except for the final semi annual report, which must be completed, submitted, and approved by the Project Manager before the end of the grant term.

Grantee will be paid based on deliverables which must be completed, submitted to City Team for joint review by DEM and OEWD, and approved by OEWD Program Manager before the grant term end.

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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: **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.

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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.

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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: **MID-MARKET/TENDERLOIN COMMUNITY-BASED SAFETY PROGRAM – 3rd AMENDMENT**

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of **JULY 1, 2022**, between **MID-MARKET FOUNDATION** ("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:	$ **60,590,570.00**
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;

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(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.

MID-MARKET FOUNDATION, a California Non-Profit Public Benefit Corporation

Signature: _____

Print Name: _____

Title: _____

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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 22	Task 1.3 Monthly Report August 2023	
Deliverable 23	Task 1.3 Monthly Report September 2023	
Deliverable 24	Task 1.4 5th Quarterly Report	
Deliverable 25	Task 1.4 Quarterly TLCBD Park Stewards Report 1	
Deliverable 26	Task 1.3 Monthly Report October 2023	
Deliverable 27	Task 1.3 Monthly Report November 2023	
Deliverable 28	Task 1.3 Monthly Report December 2023	
Deliverable 29	Task 1.4 6th Quarterly Report	
Deliverable 30	Task 1.4 Quarterly TLCBD Park Stewards Report 2	
Deliverable 31	Task 1.5 Semi-Annual Report 3	
Deliverable 32	Task 1.3 Monthly Report January 2024	
Deliverable 33	Task 1.3 Monthly Report February 2024	
Deliverable 34	Task 1.3 Monthly Report March 2024	
Deliverable 35	Task 1.4 7th Quarterly Report	
Deliverable 36	Task 1.4 Quarterly TLCBD Park Stewards Report 3	
Deliverable 37	Task 1.3 Monthly Report April 2024	
Deliverable 38	Task 1.3 Monthly Report May 2024	
Deliverable 39	Task 1.3 Monthly Report June 2024	
Deliverable 40	Task 1.4 8th Quarterly Report	
Deliverable 41	Task 1.4 Quarterly TLCBD Park Stewards Report 4	
Deliverable 42	Task 1.5 Semi-Annual Report 4	
Deliverable 43	Task 1.3 Monthly Report July 2024	
Deliverable 44	Task 1.3 Monthly Report August 2024	
Deliverable 45	Task 1.3 Monthly Report September 2024	
Deliverable 46	Task 1.4 9th Quarterly Report	
Deliverable 47	Task 1.3 Monthly Report October 2024	
Deliverable 48	Task 1.3 Monthly Report November 2024	
Deliverable 49	Task 1.3 Monthly Report December 2024	
Deliverable 50	Task 1.4 10th Quarterly Report	
Deliverable 51	Task 1.5 Semi-Annual Report 5	
Deliverable 52	Task 1.3 Monthly Report January 2025	
Deliverable 53	Task 1.3 Monthly Report February 2025	
Deliverable 54	Task 1.3 Monthly Report March 2025	
Deliverable 55	Task 1.4 11th Quarterly Report	
Deliverable 56	Task 1.3 Monthly Report April 2025	
Deliverable 57	Task 1.3 Monthly Report May 2025	
Deliverable 58	Task 1.3 Monthly Report June 2025	
Deliverable 59	Task 1.4 12th Quarterly Report	
Deliverable 60	Task 1.5 Semi-Annual Report 6	
	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;

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(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.***