

Civic Fellowship Services Agreement

Terms and Conditions

Pursuant to the terms set forth in this agreement ("**Agreement**"), the entity identified in the signature block below for itself and its subsidiaries and affiliates ("**Provider**") will provide the City identified in the signature block below ("**City**") with limited technical assistance at no charge (the "**Services**") on the Projects and to create the deliverables ("**Deliverables**") during the Term (defined below), as detailed in Annex A.

To the extent the Terms and Conditions set forth herein conflict with Annex A, the Terms and Conditions will govern. This Agreement is effective as of the date signed by Provider below ("**Effective Date**") and subject to approval by the Board of Supervisors.

1. **No Obligation.** While Provider and City agree to work collaboratively to achieve the City's goals under this project, this Agreement does not create a binding obligation for Provider to provide the Services or create the Deliverables set forth in Annex A.
2. **Intellectual Property Rights.**
 - a. All rights relating to copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights ("**Intellectual Property Rights**") in the Deliverables owned by Provider prior to providing the Services remain solely with Provider ("**Provider Pre-Existing Property**"). All Intellectual Property Rights owned by City prior to Provider providing the Services remain solely with City ("**City Pre-Existing Property**").
 - b. With respect to any Intellectual Property Rights in the Deliverables or other work product jointly created by Provider and City under or pursuant to this Agreement ("**Jointly-Developed Property**"), any patent rights and/or trade secrets contained in the Jointly-Developed Property are owned by Provider. To the extent that City owns any patent rights and/or trade secrets in the Jointly-Developed Property, City hereby assigns all such rights to Provider, excluding City Pre-Existing Property.
 - c. Subject to Section 2(b), any copyrights, trademarks, or other intellectual property or proprietary rights contained in the Jointly-Developed Property are owned by City. To the extent that Provider owns any copyrights, trademarks, or other intellectual property or proprietary rights in the Jointly-Developed Property, Provider hereby assigns all such rights to City, excluding patent and/or trade secret rights contained in the Jointly Developed Property and Provider Pre-Existing Property.
 - d. Each party retains all right, title and interest in and to all information and data it provides to the other party in furtherance of the Project. The receiving party is authorized to have access to and make use of the other party's data solely to the extent necessary for performance of the Services under this Agreement.
3. **Licenses.**
 - a. To the extent permitted by the City's licenses, City grants to Provider a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to the City Pre-Existing Property and, to the extent Provider does not own the Intellectual Property Rights set forth in Section 2, Jointly-Developed Property to provide the Services and to create the Deliverables. Upon completion of the Deliverables, to the extent Provider does not own the Intellectual Property Rights as set forth in Section 2, City grants to Provider (including affiliates, subsidiaries and agents) a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to the Deliverables (including the Intellectual Property Rights therein) and to City Pre-Existing Property contained in the Deliverables to make, use, sell, offer to sell, import and export, reproduce, distribute (including digitally), perform, display, have made, have used, have sold, have offered to sell, have imported and exported, have reproduced, have distributed (including digitally), have performed, have displayed, to prepare or have prepared derivative works thereof, and otherwise exploit or have exploited products and services embodying the Deliverables, including for all commercial and product-related purposes.



- b. If Provider uses Provider Pre-Existing Property to create the Deliverables, Provider grants to City a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to the Provider Pre-Existing Property and Provider's patent and trade secret rights to the Jointly-Developed Property and the Deliverables for the purpose of providing and using the Services and creating the Deliverables. Upon completion of the Deliverables, to the extent City does not own the Intellectual Property Rights as set forth in Section 2, Provider grants to City (including affiliates, subsidiaries and agents) a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to the Deliverables (including the Intellectual Property Rights therein), Provider Pre-Existing Property and Jointly-Developed Property contained in the Deliverables to make, use, sell, offer to sell, import and export, reproduce, distribute (including digitally), perform, display, have made, have used, have sold, have offered to sell, have imported and exported, have reproduced, have distributed (including digitally), have performed, have displayed, and to prepare or have prepared derivative works thereof, and otherwise exploit or have exploited products and services embodying the Deliverables, including for all nonprofit, commercial and product-related purposes.
- c. Except for the licenses set forth in this Section 3 and the assignments set forth in Section 2, neither party will acquire any right, title or interest in any copyright, patent, trade secret, trademark and any other Intellectual Property Rights belonging to the other party or the other party's licensors.

4. **Use of Brand.**

- a. City may not use Provider's name, logo, or other trademarks except as pre-approved by Provider in writing (email is sufficient). City may request Provider's approval by emailing nonprofit-brand-approvals@Provider.com. If approved, City must comply with Provider's brand guidelines at all times (as set forth at <http://www.Provider.com/permissions/guidelines.html> or such other URL as Provider may determine).
- b. Provider may use City Marketing Assets in public materials to describe the Projects. This includes use of City Marketing Assets by third parties with direction from Provider. "City Marketing Assets" includes (i) City's name, (ii) publicly available information about City and/or the Projects, and (iii) other materials pre-approved by City. City represents and warrants that it has obtained all necessary rights and licenses required for Provider to use any City Marketing Assets it provides to Provider, including for any third party content.

5. **Compliance Requirements.**

- a. The parties agree that in relation to the Projects, the parties will not corruptly give anything of value directly or indirectly to anyone, including any government official, for the purpose of: (a) gaining or retaining business, (b) causing a government official to do or not do something in their official capacity or (c) to gain any other improper advantage.
- b. The parties agree that the parties will obtain any required government licenses, including export licenses, permits and approvals, and comply with other applicable laws and regulations in carrying out the Projects.
- c. The parties have not and will not support or conduct, directly or indirectly, violence or terrorist activity of any kind.
- d. City is aware that Provider may be or may become a vendor and/or lobbyist employer, and that Provider employees may be or may become registered lobbyists. Notwithstanding, under applicable laws, City may accept and Provider may provide the Services, the Deliverables, and any other things of value pursuant to the terms of the Agreement. Furthermore, except as prohibited by law, this will not prevent Provider from otherwise serving as a vendor or supplying products or services to City.

6. **Term and Termination.**

- a. **Term.** The initial term of this agreement will be one (1) year from the Effective Date (the "**Initial Term**"). At the end of the Initial Term, this Agreement will automatically renew for one (1) additional term of one (1) year (the "**Renewal Term**") unless either party provides written notice



of intent not to renew at least thirty (30) days in advance of such renewal in accordance with Section 17.

- b. Together, the Initial Term and the Renewal Term (if applicable) constitute the "**Term**".
 - c. **Termination.** Either party may immediately terminate this Agreement at any time at its sole discretion by providing written notice to the other party (email is sufficient). Sections 1-4 and 9-17 of this Agreement will survive any such termination.
7. **No Agency.** This Agreement does not create a relationship between the parties of agency, partnership, joint venture or any other similar arrangement, or to render either party liable for any debts or obligations incurred by the other.
8. **Provider Employees.** During the Term, Provider will make Provider employees selected by Provider available to City in connection with the provision of Services (such employees, the "**Provider Employees**"). Provider Employees will perform Services at Provider's offices or at Organization's offices, as determined by the parties in writing (email is sufficient). Unless otherwise determined by Provider and City, the Provider Employees will perform all work under the supervision of Provider. City will not be an employer, joint employer, or co-employer of any Provider Employee. Each Provider Employee will remain an employee of Provider during his or her performance of services for City, and will have no right or entitlement to receive any salary, incentives, benefits, any other compensation, or any other employer responsibilities from City. During the term of the Agreement, Provider will maintain Workers' Compensation insurance as required by law in the state where the Services are provided, including employer's liability coverage for injury, disease and death, with coverage limits of not less than US \$1,000,000 per accident and employee for all Google Employees with a waiver of subrogation in favor of the City for all work performed by Google, Google Employees, agents and subcontractors.
9. **Disclaimer of Warranties.** EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED) RELATING THE PROJECT AND DELIVERABLES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.
10. **Confidentiality.**
 - a. **Definitions.**
 - i. "**Confidential Information**" means information that one party (or an affiliate) (the "**Discloser**") discloses to the other party (the "**Recipient**") under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the Recipient already knew, that becomes public through no fault of the Recipient, that was independently developed by the Recipient, or that was lawfully given to the Recipient by a third party.
 - ii. "**Residuals**" means information that is retained in the unaided memories of Recipient's employees or contractors as permitted herein who have had access to Discloser's Confidential Information. Memory is unaided if the employee or contractor has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.
 - b. **Confidentiality Obligations.** The Recipient will not disclose the Confidential Information, except to affiliates, employees, agents or professional advisors who need to know it for the purpose of this Agreement and who have agreed in writing (or are otherwise bound) to keep it confidential. The Recipient will ensure that those people and entities use the Discloser's Confidential Information only to exercise rights and fulfil obligations under this Agreement, while using reasonable care to keep it confidential. The Recipient may also disclose Confidential Information when required by law after giving reasonable notice to the Discloser (if permitted by law). Each party recognizes that the other party may in the future develop or purchase products or services related to or similar to the subject matter of Confidential Information disclosed under this Agreement. Accordingly, Recipient may use Residuals for any purpose, including use in the acquisition, development, manufacture, promotion, sale, or maintenance of products and services; provided that this right to Residuals does not represent



a license under any Intellectual Property Rights and/or proprietary rights of Discloser. Both parties agree to comply with all applicable privacy laws in connection with the parties' performance of this Agreement.

11. **Limitation of Liability.** EXCEPT FOR INDEMNITY OBLIGATIONS SET FORTH IN SECTION 14, NEITHER PARTY WILL BE LIABLE FOR ANY LOST REVENUE, LOSS OF GOODWILL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AS OF THE EFFECTIVE DATE). EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO US\$10,000. EACH PARTY'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER SECTION 14 ARE LIMITED TO US\$100,000. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR: (i) CLAIMS RESULTING FROM GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL MISCONDUCT; (ii) FRAUD OR FRAUDULENT MISREPRESENTATION; (iii) CLAIMS COVERED BY PROVIDER'S WORKERS' COMPENSATION INSURANCE REQUIRED UNDER SECTION 8 OF THIS AGREEMENT; or (iv) WRONGFUL DEATH.
12. **Waiver.** To the fullest extent permitted by law, the parties forever waive, release, and discharge any and all claims, demands, actions, and causes of action, whether related to breach of contract, infringement of Intellectual Property Rights, unauthorized trade secret use or disclosure, violation of law (including privacy) or tort claim (including negligence), against each other and each other's affiliates, directors, officers, and employees directly connected with this Agreement. THE PARTIES EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY SECTION 1542 OF THE CALIFORNIA CIVIL CODE WHICH PROVIDES: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
13. **Covenant Not to Sue.** Each party covenants not to sue, assert or bring any claim against the other party or the other party's Employees based on any part of the Deliverables.
14. **Indemnity.**
 - a. Provider agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Provider in the performance of the Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.
 - b. Provider also agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Provider's services under this Agreement.
 - c. City agrees to defend, indemnify and hold harmless Provider from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of City in its obligations under this Agreement, except those arising by reason of the sole negligence of Provider.
 - d. In the event of concurrent negligence of City, its officers, employees and agents, and Provider, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.
15. **Facial Recognition Technology Ban.** San Francisco Administrative Code Section 19B forbids most City Departments from obtaining, accessing or using Face Recognition Technology or information obtained from Face Recognition Technology. By executing this agreement, Provider acknowledges that the



subject of this agreement is not an automated or semi-automated process that assists in identifying or verifying an individual based on an individual's face.



16. **Law and Venue.** ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DELIVERABLES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

17. **Miscellaneous.** All legal notices must be in English, in writing, and addressed to the other party's primary contact, which for Provider is legal-notices@google.com. All communications sent to the City may be by U.S. mail or e-mail and shall be addressed as follows:

Linda Gerull
Department of Technology
1 South Van Ness
San Francisco, CA 94103
(628) 652-5182
lgerull@sfgov.org

Any amendment must be in writing and signed by both parties. This Agreement states all terms agreed between the parties and cancels and replaces all other agreements between the parties relating to its subject matter. City certifies that the person signing this document has the authority and has obtained all necessary approvals to enter into this Agreement.

This Agreement is agreed to and accepted by:

Google LLC	City: <u>City and County of San Francisco</u>
Signature:	Signature: 
Name:	Name: <u>Linda Gerull</u>
Title:	Title: <u>City CIO</u>
Date:	Date: <u>11/13/19</u>
	Approved as to Form: Dennis J. Herrera City Attorney By:  Name <u>Bradley A. Russi</u> Deputy City Attorney



Annex A

Contact Information

Provider:

- Contact Name(s): Erin Hattersley
- Contact Email(s): ehattersley@google.com

City:

- Contact Name(s): Linda Gerull, City CIO, Amardeep Prasad, Director of Partnerships
- Contact Email(s): linda.gerull@sfgov.org, amardeep.prasad@sfgov.org

Project Details

These project descriptions represent the intent and desire of the City to improve its access to and use of housing-related data. These projects may include written documentation with recommendations and best practices as well as software applications and data design and development. When a project deliverable includes software and data application design and development, the project will receive City CIO review, which will include a review of security, infrastructure design, data model and data access architecture.

Project 1 Title: Provide data transparency on the journey of a housing project through the development pipeline.

Project 1 Summary: Understand and report on the journey of a housing project through the development pipeline. Today, the creation of the housing pipeline report is a largely manual process, due to a lack of data systems integration. There is a need for automated reporting tools to simplify the communication on the status of housing entitlement and permitting which will streamline systems and lead to reduced time and increased transparency around reporting to stakeholders and the public.

Project 1 Services:

- Review current reporting infrastructure and data available related to the housing development pipeline
- Interview users of report who need to access this data across the pipeline to identify their needs
- Design and prototype an automated reporting tool using the city data-as-a-service platform in SFCloud unless otherwise approved by City (email sufficient). There are various city permitting systems that can contribute data to the reporting platform. Developing the data domains, data lake and API integration standards will enable cross system reporting and analysis.
- Collect feedback on prototype
- Build automated reporting using City standard tools unless otherwise approved by City (email sufficient) to map the pipeline from end to end across all the data points

Project 1 Deliverables: Automated reporting tool for the pipeline from end to end

Project 2 Title: Map the housing development journey and identify which parts are causing delays impacting the speed by which affordable housing projects are completed.

Project 2 Summary: Map out the housing development journey. Diagnose and predict the factors causing delays.

Project 2 Services:



- Conduct research and interviews with developers of housing at all scales
- Map out the housing development service journey from initial permitting intake to completion
- Identify 5 key metrics that housing officials should monitor
- Identify what parts of the housing permitting process are contributing to the delays and whether there are factors or patterns that will help predict how long a project will take from start to finish
- Provide transparency for the city into expected timelines for projects based on various factors, delays, etc. using predictive analytics in the form of dashboards using City standard tools unless otherwise approved by City (email sufficient)

Project 2 Deliverables:

- Service journey map with pain points
- Predictive model for the permitting process itself

Project 3 Title: Design/build services to cut the housing pipeline timeline and improve the service experience.

Project 3 Description: Design/build services to cut housing pipeline timeline and improve service experience.

Project 3 Services:

- Use findings from above (project 2) to identify potential service interventions
- Scope impact/effort involved in developing potential service interventions
- Prioritize accordingly and create initial prototypes of one or more of those interventions

Project 3 Deliverables: Software prototype or infrastructure to improve the permitting experience, e.g. the scoping and initial prototype of a digital service. Software, infrastructure and data shall utilize City standard technology in the SFCloud unless otherwise approved by City CIO (email sufficient).

