

## CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Department of Technology

and

Adobe

### RECITALS

WHEREAS, The Civic Bridge Program, a 16 week program that is an initiative of the San Francisco Mayor's Office of Civic Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, Department of Technology ("Department"), a department of the City, seeks volunteer consulting services to help address how they might create a repeatable process to share and support the operationalization of existing prototyped innovations across departments ("the Project"); and

WHEREAS, Adobe ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, they will understand past projects and identify ways in which project learnings can be used by others in the City to move their own projects forward;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 16-week period expected to run between September 14, 2018 and January 31 of 2019.

Donor will conduct research and make recommendations for the Department to better understand ways in which Department might create repeatable structures for others to learn from our projects. This will be done with an average of 4-5 volunteer hours per week. At the end of the Project, the Donor will provide Department with an analysis of Civic Bridge projects and resources and a strategy for scaling the Civic Bridge program. The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance. The monetary value of the donation is \$76,800.

Unless specifically agreed upon in advance by Department, all work product and

deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the

Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Prior to beginning the Donor Services, Donor shall execute an acknowledgement, in a form acceptable to the City, that he or she is not an employee of the City.

**3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an company; the provision of health care to an company; and (ii) that identifies the company or with respect to where there is a reasonable basis to believe the information can be used to identify the company, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). In the event that PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

4. **Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.
5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (*e.g.*, photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection

of further Donor Services from the Donor.

**6. Indemnity.**

Donor 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 Donor in the performance of the Donor Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

Donor 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 Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor 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 Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, 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.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be 9/14/18. The term of this Agreement shall commence on the effective date, and shall end on 1/31/19, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

**8. Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

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

To Donor: Michelle Crozier  
Adobe Director of Sustainability & Social Impact  
601 Townsend Street,  
San Francisco, CA 94103  
(415) 832-2000  
crozier@adobe.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

9. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
10. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

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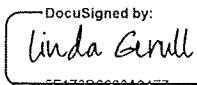
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

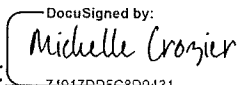
**CITY:** \_\_\_\_\_

**DONOR:** \_\_\_\_\_

**DEPARTMENT OF TECHNOLOGY**

**ADOBE**

By:  \_\_\_\_\_  
LINDA GERULL

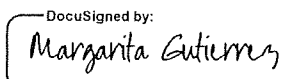
By:  \_\_\_\_\_  
Michelle Crozier

CHIEF TECHNOLOGY OFFICER

Adobe Director of Sustainability & Social Impact

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By:  \_\_\_\_\_  
Margarita Gutierrez  
Deputy City Attorney

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and

Adobe

### RECITALS

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WHEREAS, Department of Technology ("Department"), a department of the City, seeks volunteer consulting services to help address how they might identify critical elements for the development of a modern data infrastructure to better meet the needs of departments and those they serve ("the Project"); and

WHEREAS, Adobe ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, The Civic Bridge team will:

1. Identify the landscape of modern technology, staffing and infrastructure deployment models
2. Develop case studies for best in class data infrastructure
3. Co-develop and draft architectural principles for data infrastructure;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 16-week period expected to run between September 14, 2018 and January 31 of 2019.

A research brief and options analysis will be provided by Donor volunteering an average of 4-5 hours a week. At the end of the Project, the Donor will provide Department with recommendations for integrated data infrastructure investments. The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance. The monetary value of the donation is \$76,800.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

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Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.



The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

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In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

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other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.

**6. Indemnity.**

Donor 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 Donor in the performance of the Donor Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

Donor 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 Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor 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 Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, 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.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be September 14, 2018. The term of this Agreement shall commence on the effective date, and shall end on January 31, 2019, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

**8. Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

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

To Donor: Michelle Crozier  
Adobe Director of Sustainability & Social Impact  
601 Townsend Street,  
San Francisco, CA 94103  
(415) 832-2000  
crozier@adobe.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

9. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
10. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*Remainder of page intentionally left blank*

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

**CITY:** \_\_\_\_\_

**DONOR:** \_\_\_\_\_

**DEPARTMENT OF TECHNOLOGY**

**ADOBE**

By: DocuSigned by:  
*Linda Gerull*  
SF172D9980A04F7...

By: DocuSigned by:  
*Michelle Crozier*  
74917DD5C8D9431

**LINDA GERULL CHIEF  
TECHNOLOGY OFFICER**

Print  
Name: \_\_\_\_\_

Dennis J. Herrera  
City Attorney

By: DocuSigned by:  
*Margarita Gutierrez*  
3AA5640935284BE

**Margarita Gutierrez  
Deputy City Attorney**

## CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Department of Public Works

and

Digitalist

### RECITALS

WHEREAS, The Civic Bridge Program, a 16 week program that is an initiative of the San Francisco Mayor's Office of Civic Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, Public Works ("Department"), a department of the City, seeks volunteer consulting services to help address Pit Stop Operational Model and Growth Framework ("the Project"); and

WHEREAS, Digitalist ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, an understanding of program and behavioral trends that demonstrate value, forecasting of investments and evaluation of Pit Stop efficiency will be developed;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 16 week period expected to run between September 14, 2017 and January 31 of 2019.

Describe in general terms the scope of services to be provided by Donor and number of hours per week of volunteer time. At the end of the Project, the Donor will provide Department with Tools & Techniques for Stakeholder Outreach and Engagement as well as a reference documents with Program Opportunities and Alternative Solutions. The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance. The monetary value of the donation is \$80,000.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference

and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The monetary value of the donation is \$The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

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The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself

out to be an employee of the City at any time.

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To City Department:            Department of Public Works  
   Larry Stringer, Deputy Director of Operations  
   2323 Cesar Chavez  
   San Francisco, CA 94124

To Donor:                         Digitalist  
   128 Spear Street  
   San Francisco, CA 94105

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender



must specify a Receipt notice.

9. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
10. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*Remainder of page intentionally left blank*

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

CITY: \_\_\_\_\_

DONOR: \_\_\_\_\_

**PUBLIC WORKS**

**DIGITALIST**

By: DocuSigned by:  
*Larry Stringer*  
\_\_\_\_\_  
**LARRY STRINGER**  
**DEPUTY DIRECTOR**

By: DocuSigned by:  
*Teppo Kuisma*  
\_\_\_\_\_  
**TEPPO KUISMA**  
**MANAGING PARTNER**

**APPROVED AS TO FORM:**

Dennis J. Herrera  
City Attorney

By: DocuSigned by:  
*Chris Tom*  
\_\_\_\_\_  
**Chris Tom**  
**Deputy City Attorney**

## CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Department of  
Police Accountability

and

Slalom, LLC, dba Slalom Consulting ("Slalom")

### RECITALS

WHEREAS, The Civic Bridge Program, a three-month program that is an initiative of the San Francisco's Office of Civic Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, Department of Police Accountability ("Department"), a department of the City, seeks volunteer consulting services to help address improvement of service to complainants ("the Project"); and

WHEREAS, Slalom, LLC, dba Slalom Consulting ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, [the Department of Police Accountability (DPA) needs assistance defining the process on Filing and Processing a Complaint;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### 1. Description of Donor Services.

Donor will provide consulting services on a volunteer basis to the Department for the Project between October 2018 and January 2019. The value of the services is \$120,000.

Slalom will provide resources with experience in user research, stakeholder engagement, and service design to define the process for Filing and Processing a Complaint for the Department of Police Accountability. The resources will spend the month of October in a full-time basis, followed by a maximum of eight hours per week through November and December. At the end of the Project, the Donor will provide Department with a Customer Journey Map and System Analysis. The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

Donor retains all right, title and interest in its know-how, ideas, concepts, procedures, routines, techniques, methods, systems, processes, models,

templates, tools, generalized features of the structure, sequence and organization of software, user interfaces, screen designs and the like, and any enhancements made to the foregoing while performing Donor Services (collectively, "Donor Tools"). Donor hereby grants City a worldwide, perpetual, fully paid, royalty-free, and non-exclusive right and license to use any Donor Tool incorporated in and required for City's use of the work product and deliverables prepared in whole or in part by Donor under this Agreement (the "Work") shall be the property of City. Subject to the foregoing, all Work shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment

relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Prior to beginning the Donor Services, Donor shall execute an acknowledgement, in a form acceptable to the City, that he or she is not an employee of the City.

**3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an company; the provision of health care to an company; and (ii) that identifies the company or with respect to where there is a reasonable basis to believe the information can be used to identify the company, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). In the event that PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

**4. Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition,

illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.

5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.
6. **Indemnity; Limitation of Liability.**

Donor agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by a third party (i) alleging personal injury, death, or property damage occurring in or about City's premises resulting from a negligent act or omission of Donor or its contractors, licensees, agents, servants, subcontractors or employees, (ii) resulting from Donor's violation of any law or government regulation, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

Donor also agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all third party suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of such third party 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 Donor's services under this Agreement. Should an element of the Work become, or be likely to become, in Donor's opinion, the subject of infringement or misappropriation of a third party intellectual property right, Donor shall return the infringing Work.

Donor shall have no indemnity obligation or other liability for any claim of infringement or misappropriation arising from: (i) information, design, specification, instruction, software, data, or material provided by or on behalf of Department or City, (ii) use of the Work other than in the manner contemplated by this Agreement, or (iii) any changes to the Work or any combination of the Work with other material not made, provided or expressly authorized by Donor.

City agrees to defend, indemnify and hold harmless Donor from any and all acts, claims, omissions, liabilities and losses by whomever asserted by a third party (i) alleging personal injury, death, or property damage occurring in or about City's premises resulting from a negligent act or omission of City or its contractors, licensees, agents, servants, subcontractors or employees, (ii) resulting from City's violation of any law or government regulation, except those arising by reason of the sole negligence of Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, 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.

IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF DATA OR GOODWILL, EVEN IF A PARTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

EACH PARTY'S RESPECTIVE LIABILITY ARISING OUT OF THE DONOR SERVICES PERFORMED UNDER THIS AGREEMENT, REGARDLESS OF THE DAMAGES THEORY, SHALL NOT EXCEED \$10,000.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be October 1, 2018. The term of this Agreement shall commence on the effective date, and shall end on January 31, 2019, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

**8. Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To the Department of Police Accountability:

Paul Henderson, Director Department of Police Accountability  
25 Van Ness Ave, Suite 700  
San Francisco, CA 94012

To Donor: Slalom, LLC

821 2<sup>nd</sup> Ave., Suite 1900  
Seattle, WA 98104

Attn: Business and Legal Affairs

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

**9. Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**10. Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**11. Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

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

CITY:

DONOR:

DEPARTMENT OF POLICE  
ACCOUNTABILITY

SLALOM<LLC

By: Paul Henderson  
Paul Henderson  
Director Dept. Of Police Accountability

By: E. Hill  
Print  
Name: Eli Hill

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By:

Brad Russi  
Deputy City Attorney



## **CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its Mayor's Office  
of Housing and Community Development

and

Civic Consulting USA

### **RECITALS**

WHEREAS, The Civic Bridge Program; a 16 week program that is an initiative of the San Francisco Mayor's Office of Civic Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, Mayor's Office of Housing and Community Development ("Department"), a department of the City, seeks volunteer consulting services to help address how they might provide all tenants with free legal counsel following the passing of Prop F in June of 2018 ("the Project"); and

WHEREAS, Civic Consulting USA ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, a referral system will be created that allows legal services organizations to take into account real time capacity and effectively intake, prioritize, and direct counsel requests;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 16-week period expected to run between September 14, 2018 and January 31 of 2019.

Services provided include a benchmarking analysis, stakeholder analysis and recommendations for a referral system over the course of 16 weeks volunteering an average of 8-10 hours a week.. At the end of the Project, the Donor will provide Department with documentation of work and a recommendation for an intake system. The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance. The monetary value of the donation is \$80,000.00.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Prior to beginning the Donor Services, Donor shall execute an acknowledgement, in a form acceptable to the City, that he or she is not an employee of the City.

**3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an company; the provision of health care to an company; and (ii) that identifies the company or with respect to where there is a reasonable basis to believe the information can be used to identify the company, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). In the event that PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

- 4. Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.
- 5. Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or

other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.

**6. Indemnity.**

Donor 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 Donor in the performance of the Donor Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

Donor 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 Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor 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 Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, 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.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be 9/14/18. The term of this Agreement shall commence on the effective date, and shall end on 1/31/19, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

**8. Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Mayor's Office of Housing and Community Development:  
Kate Hartley, Director  
1 South Van Ness, San Francisco, CA 94103

To Donor: Civic Consulting USA  
Alexander Shermansong, CEO

[alex@civicconsultingusa.org](mailto:alex@civicconsultingusa.org)

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

9. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
10. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*Remainder of page intentionally left blank*

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

CITY: \_\_\_\_\_

DONOR: \_\_\_\_\_

MAYOR'S OFFICE OF HOUSING AND  
COMMUNITY DEVELOPMENT

<<CIVIC CONSULTING USA >

DocuSigned by:  
*Kate Hartley*  
By: \_\_\_\_\_  
KATE HARTLEY  
DIRECTOR

DocuSigned by:  
*Alexander Shermansong*  
By: \_\_\_\_\_  
Alexander Shermansong  
CEO

APPROVED AS TO FORM:

Dennis J. Herrera  
City Attorney

DocuSigned by:  
*Keith Nagayama*  
By: \_\_\_\_\_  
Keith Nagayama  
Deputy City Attorney

## CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its  
Department of Public Health

and

Fuseproject

### RECITALS

WHEREAS, The Civic Bridge Program, a 16-week program that is an initiative of the San Francisco Mayor's Office of Civic Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, Department of Public Health ("Department"), a department of the City, seeks volunteer consulting services to help address operations of buprenorphine pilot program ("the Project"); and

WHEREAS Fuseproject ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, Donor will make recommendations on service processes, protocols and operational considerations;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 16-week period expected to run between September 14, 2018 and January 31 of 2019.

Donor will make recommendations to inform the Program Case, Program Education and Program Tools spending an average of 8 hours per week of volunteer time. At the end of the Project, the Donor will provide Department with materials that speak to the program and provide an overview of services. The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance. The monetary value of the donation is \$ 76,800.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference

and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for



the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Prior to beginning the Donor Services, Donor shall execute an acknowledgement, in a form acceptable to the City, that he or she is not an employee of the City.

### **3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an company; the provision of health care to an company; and (ii) that identifies the company or with respect to where there is a reasonable basis to believe the information can be used to identify the company, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). In the event that PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

4. **Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.
5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection

of further Donor Services from the Donor.

**6. Indemnity and Donor Representation.**

Donor 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 Donor's services under this Agreement to the maximum amount covered by Donor's insurance.

Donor represents to the City, that all work product and deliverables prepared by Donor under this Agreement will not knowingly and willfully infringe the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any third party.

City agrees to defend, indemnify and hold harmless Donor 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 Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, 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.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be 9/14/18. The term of this Agreement shall commence on the effective date, and shall end on 1/31/19, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

**8. Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City Department: Department of Public Health

Maria Martinez  
101 Grove Street  
San Francisco, CA 94102

To Donor:

fuseproject  
Sanam Nassirpour  
1401 16th Street

San Francisco, CA 94103

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

9. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
10. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*Remainder of page intentionally left blank*

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

CITY: \_\_\_\_\_

DONOR: \_\_\_\_\_

DEPT OF PUBLIC HEALTH

FUSEPROJECT

By: DocuSigned by  
Maria X Martinez

By: DocuSigned by  
Mary Kate Fischer

MARIA MARTINEZ

MARY KATE FISCHER

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Julie Van Nostern  
Deputy City Attorney

## CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Public Works  
Department

and

Harvard Business School Community Partners

### RECITALS

WHEREAS, The Civic Bridge Program, a 16 week program that is an initiative of the San Francisco Mayor's Office of Civic Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, Public Works Department ("Department"), a department of the City, seeks volunteer consulting services to help address improvements to the Clean Streets program ("the Project"); and

WHEREAS, Harvard Business School Community Partners (HBS CP) ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, HBS CP will make actionable recommendations for piloting improvement in identified priority areas such as organizational structure, staffing levels, programs, policies and procedures, or external campaigns which would result in increased cleanliness in the city;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 16 week period expected to run between September 14, 2018 and January 31 of 2019.

HBS team to focus on these areas: sidewalk cleanliness, citizen engagement, use of new technologies. This project should include a comparative analysis of San Francisco's Street Cleaning program to several other major cities with higher cleanliness rankings, with best practices from other cities influencing recommendations to be provided by Donor and 4 hours per week of volunteer time. At the end of the Project, the Donor will provide Department with recommendations to pilot improvements in select areas resulting in pilot program.

The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance. The monetary value of the donation is \$ 80,000.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor

acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Prior to beginning the Donor Services, Donor shall execute an acknowledgement, in a form acceptable to the City, that he or she is not an employee of the City.

### **3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an company; the provision of health care to an company; and (ii) that identifies the company or with respect to where there is a reasonable basis to believe the information can be used to identify the company, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). In the event that PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

4. **Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall

be covered by the Donor's insurance.

5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.

6. **Indemnity.**

Donor 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 Donor's services under this Agreement.

7. **Effective Date; Term; Termination.**

The effective date of this Agreement shall be 9/14/18. The term of this Agreement shall commence on the effective date, and shall end on 1/31/19, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

8. **Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Public Works: Department of Public Works  
Larry Stringer, Deputy Director of Operations  
2323 Cesar Chavez  
San Francisco, CA 94124

To Donor: Elaine MacDonald  
Executive Director  
Harvard Business School Association of Northern California  
Community Partners  
1259 El Camino Real #242  
Menlo Park, CA 94025  
elaine.hbscp@gmail.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

9. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved



in the same manner as this Agreement.

10. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*Remainder of page intentionally left blank*

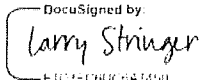
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

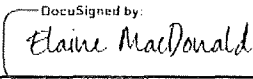
CITY: \_\_\_\_\_

DONOR: \_\_\_\_\_

PUBLIC WORKS

HARVARD BUSINESS SCHOOL  
COMMUNITY PARTNERS

By:   
\_\_\_\_\_  
**LARRY STRINGER**

By:   
\_\_\_\_\_  
**ELAINE MCDONALD**

**ELAINE MCDONALD**

APPROVED AS TO FORM:

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Chris Tom  
Deputy City Attorney

## CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Office of Transgender Initiatives

and

Civic Consulting USA

### RECITALS

WHEREAS, The Civic Bridge Program, a 16 week program that is an initiative of the San Francisco Mayor's Office of Civic Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, Office of Transgender Initiatives ("Department"), a department of the City, seeks volunteer consulting services to help address access to services for the transgender community ("the Project"); and

WHEREAS, Civic Consulting USA ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, strategic recommendations will be made for the department that improve access to services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 16-week period expected to run between September 14, 2018 and January 31 of 2019.

Donor will map existing resources for users and service providers as well as identify a navigation solution that service providers can use to better refer out their clients working an average of 20 hours per week of volunteer time. At the end of the Project, the Donor will provide Department with recommendations for potential solutions to service navigation and implementation. The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance. The monetary value of the donation is \$ 80,000.

Unless specifically agreed upon in advance by Department, all work product and

deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or

hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Prior to beginning the Donor Services, Donor shall execute an acknowledgement, in a form acceptable to the City, that he or she is not an employee of the City.

### **3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an company; the provision of health care to an company; and (ii) that identifies the company or with respect to where there is a reasonable basis to believe the information can be used to identify the company, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). In the event that PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

4. **Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.
5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers,

telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.

**6. Indemnity.**

Donor 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 Donor in the performance of the Donor Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

Donor 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 Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor 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 Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, 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.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be 9/14/18. The term of this Agreement shall commence on the effective date, and shall end on 1/31/19, provided that the City can reject all or any part of the Donor Services being provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

**8. Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City Department: Office of Transgender Initiatives

Clair Farley

Executive Director

1800 Market Street  
San Francisco, CA 94102  
To Donor: Civic Consulting USA  
Alexander Shermansong, CEO

[alex@civicconsultingusa.org](mailto:alex@civicconsultingusa.org)

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

9. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
10. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

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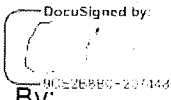
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

**CITY:** \_\_\_\_\_

**DONOR:** \_\_\_\_\_

**OFFICE OF TRANSGENDER  
INITIATIVES**

**CIVIC CONSULTING USA**

DocuSigned by:  
  
NO226880-207143

DocuSigned by:  
  
401013220201187

**By:** \_\_\_\_\_  
**CLAIR FARLEY**  
**EXECUTIVE DIRECTOR**

**By:** \_\_\_\_\_  
**Alexander Shermanson**  
**CEO**

**APPROVED AS TO FORM:**

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Lauren Curry  
Deputy City Attorney



## CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Department of  
Emergency Management

and

Marty Low Associates

### RECITALS

WHEREAS, The Civic Bridge Program, a 16-week program that is an initiative of the San Francisco Mayor's Office of Civic Innovation, matches pro bono private sector talent with certain departments of the City and County of San Francisco ("City") to address specific policy or operational challenges facing those departments. Under the Program, private companies and individuals may donate consulting services free of charge to the City to help City departments develop cutting-edge strategies and solutions to improve public sector service delivery and enhance internal process capability; and

WHEREAS, Department of Emergency Management ("Department"), a department of the City, seeks volunteer consulting services to help identify how an alternative emergency response model of the nurse-triage concept works in other locations and determine whether it is viable in San Francisco ("the Project"); and

WHEREAS, Marty Low Associates ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services"); and

WHEREAS, the Donor will help Department of Emergency Management determine the viability of the nurse-triage concept by identifying context and a framework for understanding the potential challenges, benefits and major decision points, highlight major policy questions and articulate a model or models of what the most feasible option(s) would look like;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

#### **1. Description of Donor Services.**

Donor will provide free consulting services on a volunteer basis to the Department for the Project over an approximately 16-week period expected to run between September of 2018 and January of 2019.

The Donor team will be expected to dedicate at least 20% time (approximately 8 hours each week) to the project. The project will identify how the nurse-triage concept has worked in locations outside of San Francisco, and determine whether those models might be viable in San Francisco. Along with overall viability, the Donor will attempt to provide enough context and a framework for understanding the

potential challenges, benefits and major decision-points to allow city leadership to determine whether to green-light the initiative with the support and resources that would be necessary to implement it successfully.

The ultimate goal is to highlight the major policy questions that would determine whether this concept could be successful and what shape it would take, and articulate model(s) of what the most feasible option or options would look like (based on the team's findings and the input of the project sponsor). At the end of the Project, the Donor will provide Department with a report of the team's findings and recommendations to the above-mentioned scope of work. The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance. The monetary value of the donation is \$ 80,000.

Unless specifically agreed upon in advance by Department, all work product and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of City. However, Donor may retain and use copies for reference and as documentation of the volunteer experience and capabilities.

If, in connection with consulting services provided under this Agreement, Donor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Donor under this Agreement are not works for hire under U.S. law, Donor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Donor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City, without restriction.

Donor and Department acknowledge and agree that the Civic Bridge Program will not be used for the Department's general acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code. Nothing in this Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or Department to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor is prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for

a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

## **2. No Employment Relationship.**

Donor acknowledges and agrees that providing Donor Services for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its Department. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

The City or Department will not provide any compensation of any kind to the Donor for the Donor Services provided under this Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

Prior to beginning the Donor Services, Donor shall execute an acknowledgement, in a form acceptable to the City, that he or she is not an employee of the City.

## **3. Proprietary or Confidential Information of City.**

If this Agreement requires City to disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Donor Services. Donor is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Donor Services, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or Department shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the City's Chief Information Security Officer.

The City or Department shall not make available to Donor Protected Health Information ("PHI"), which means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an company; the provision of health care to an company; and (ii) that identifies the company or with respect to where there is a reasonable basis to believe the

information can be used to identify the company, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501). In the event that PHI is inadvertently produced to Donor, Donor shall immediately return the PHI and shall not use or disclose the PHI in any manner.

4. **Workers Compensation.** Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donor Services shall be covered by the Donor's insurance.
5. **Use of City and County Property for Business Purposes Only.** All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donor Services from the Donor.
6. **Indemnity.**

Donor 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 Donor in the performance of the Donor Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents.

Donor 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 Donor's services under this Agreement.

City agrees to defend, indemnify and hold harmless Donor 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 Donor.

In the event of concurrent negligence of City, its officers, employees and agents, and Donor, 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.

**7. Effective Date; Term; Termination.**

The effective date of this Agreement shall be September 14, 2018. The term of this Agreement shall commence on the effective date, and shall end on January 28, 2019, provided that the City can reject all or any part of the Donor Services being

provided under this Agreement at any time upon written notice. Either party may terminate this Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party written notice of termination.

8. **Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

**To Department of Emergency Management:**

Robert Smuts, 1011 Turk St, San Francisco, CA 94102, [robert.smuts@sfgov.org](mailto:robert.smuts@sfgov.org)

**To Donor:**

Marty Low Associates, Marty Low, 54 Beaver Street, San Francisco, CA 94114

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

9. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
10. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
11. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

*[Remainder of page intentionally left blank]*


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

CITY: \_\_\_\_\_

Department of Emergency Management

DONOR: \_\_\_\_\_

MARTY LOW ASSOCIATES

By:   
ROBERT SMUTS  
DEPUTY DIRECTOR, DIVISION OF  
EMERGENCY COMMUNICATIONS  
CITY AND COUNTY OF SAN  
FRANCISCO

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
Matt Lee  
Deputy City Attorney