

File No. 210283

Committee Item No. 3

Board Item No. 10

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 14, 2021

Board of Supervisors Meeting

Date April 20, 2021

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong Date April 9, 2021

Completed by: Linda Wong Date April 16, 2021

1 [Agreement - Oracle America, Inc. - Authorizing Participation in Programs to Provide
2 Customer Feedback and Granting License to Use City's Feedback]

3 **Resolution authorizing the City's Chief Information Officer to enter a customer**
4 **participation agreement under which City employees will provide customer feedback to**
5 **Oracle America, Inc. with an indefinite term and which will grant to Oracle America, Inc.**
6 **a perpetual, irrevocable license to use the City's feedback for any purpose, including**
7 **the development, modification, marketing, or publicity of products or services, without**
8 **identifying the City or its employees in those materials.**

9
10 WHEREAS, City departments have entered into contracts with Oracle America, Inc.
11 ("Oracle") and affiliated entities to purchase and use software products, including PeopleSoft
12 applications; and

13 WHEREAS, As a result of these agreements, City officers and employees regularly use
14 and have extensive experience using Oracle products; and

15 WHEREAS, The City Chief Information Officer, intends to enter an agreement (the
16 "Participation Agreement") with Oracle under which employees of City departments will take
17 part in collaboration projects for the purpose of providing Oracle feedback on its products,
18 features, and services; and

19 WHEREAS, Under the Participation Agreement, City employees could be involved in
20 various focus groups convened by Oracle, including but not limited to a Customer Advisory
21 Board, Strategic and Industry-Specific User Councils, Financials Customer Advisory Board,
22 Human Capital Customer Advisory Board, Expense Management Focus Group, Payroll Focus
23 Group, and other focus groups or customer forums to provide feedback based on their
24 experiences using Oracle products in their capacity as City employees; and

1 WHEREAS, The City’s participation in providing feedback to Oracle under the
2 Participation Agreement will benefit the City by obtaining insight into Oracle's strategic
3 initiatives, influencing product roadmaps to benefit the City’s use of Oracle products, acquiring
4 best practices from peers and benchmarking against peers, participating in interactive
5 sessions and demos, interacting with Oracle executive management teams, and learning
6 about industry trends and thought leadership; and the license granted by the City to Oracle
7 will benefit Oracle by allowing Oracle to use the feedback of City employees without the
8 possibility that the City will claim that its employees’ feedback is the City’s property; and

9 WHEREAS, Many states, counties, cities, school districts, and public universities
10 around the country participate in Oracle focus groups or customer advisory boards that City
11 employees could join under the Participation Agreement; participants currently include the
12 States of Connecticut, Delaware, Montana, Tennessee, South Dakota, and New York, Bay
13 Area Rapid Transit, San Diego County, Spokane and King Counties in Washington, and the
14 Universities of Michigan, Maine, Utah and Georgia; and

15 WHEREAS, The Participation Agreement includes a license provision under which the
16 City will grant to Oracle a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable
17 license to use, copy, and modify the feedback provided by City employees for any purpose,
18 including but not limited to incorporation or implementation of such feedback into Oracle
19 programs or services, and to display, market, sublicense, and distribute the feedback as
20 incorporated or embedded in any product or service distributed or offered by Oracle; and

21 WHEREAS, The Participation Agreement does not allow Oracle to publicly release City
22 employees’ feedback in a way that directly or indirectly connects the feedback with the City or
23 any of its employees; and

24 WHEREAS, The Participation Agreement has an indefinite term, and the City’s
25 continued participation will be within the discretion of the City Chief Information Officer; and

1 WHEREAS, The Participation Agreement includes additional provisions regarding the
2 participation of City employees providing feedback to Oracle and the confidentiality of certain
3 information provided by Oracle in connection with soliciting the feedback; and

4 WHEREAS, Charter, Section 1.101 provides that all rights and powers of the City and
5 County that are not vested in another officer or entity by the Charter shall be exercised by the
6 Board of Supervisors; and

7 WHEREAS, Administrative Code, Section 22A.4 defines the role and duties of the City
8 Chief Information Officer, but the neither Section 22A.4 nor any other section of the
9 Administrative Code vests in the Department of Technology or the City Chief Information
10 Officer the ability to enter perpetual licenses to allow third parties to use statements made by
11 City employees, including for the development, modification, marketing, or publicity of
12 products or services; and

13 WHEREAS, A copy of the Participation Agreement in substantially final form
14 is available in Board of Supervisors File No. 210283; now, therefore, be it

15 RESOLVED, That the Board of Supervisors hereby authorizes the City Chief
16 Information Officer to enter the Participation Agreement with Oracle including a license
17 allowing Oracle to use City employees' feedback and statements for any purpose including
18 the development, modification, marketing, or publicity of products or services; and, be it

19 FURTHER RESOLVED, That within 30 days of the Participation Agreement being fully
20 executed by all parties to provide Feedback as authorized in this Resolution, the Department
21 of Technology shall submit to the Clerk of the Board of Supervisors a completely executed
22 copy of the Participation Agreement for inclusion in File No. 210283.

Item 3 File 21-0283	Department: Department of Technology
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • The proposed resolution would authorize the Department of Technology, and representatives from other City department that use Oracle software products, to enter into a Customer Participation Agreement for the purpose of allowing Oracle to solicit user feedback to assist in product development and marketing of Oracle products and services. If approved, the resolution grants Oracle a perpetual, irrevocable and non-exclusive license to use such feedback for any purpose, subject to the requirement that such use will insure that neither City nor any City employees will be able to be identified as having been advisory board or forum participants. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • The City currently provides product and platform specific feedback through bi-lateral communications with Oracle, primarily in the form of help desk tickets. Based on our discussions with City staff, these bi-lateral communication channels appear to have been sufficient to allow the City to identify problems and recommend changes to the base technical configuration of the software systems to accommodate the needs of various City departments. Oracle takes the help desk tickets into account when deciding on changes to the base technical configuration of the software systems. According to the Department of Technology, this method of requesting changes to address specific issues and problems is costly and time consuming. The Department of Technology believes that participation in user advisory boards and forums will enhance the ability of the City to achieve desired changes and modifications to Oracle systems and products. • As a condition of participation, Oracle requires the City to sign an agreement that grants Oracle non-exclusive, unlimited, and perpetual rights to utilize user feedback to design and market Oracle software products. • The proposed Customer Participation Agreement has a confidentiality clause that requires Oracle insure that such use is done in a manner that does not allows any City department or individual City employee to be identified as a forum participant. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • There are no direct costs to the City that would be incurred through entry into the proposed Custom Participation Agreement. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • We did not identify any adverse impact that would arise from entering into the proposed Agreement, and doing so may provide certain benefits in the specification of product improvements. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approval of the resolution is a policy matter for the Board of Supervisors. 	

MANDATE STATEMENT

City Charter Section 1.101 states that all rights and powers of a City and County which are not vested in another officer or entity by this Charter shall be exercised by the Board of Supervisors.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Department of Technology, and representatives from other City department that use Oracle software products, to enter into a Customer Participation Agreement for the purpose of allowing Oracle to solicit user feedback to assist in product development and marketing of Oracle products and services. If approved, the resolution grants Oracle a perpetual, irrevocable and non-exclusive license to use such feedback for any purpose, subject to the requirement that such use will insure that neither City nor any City employees will be able to be identified as having been advisory board or forum participants.

In 2017 Oracle proposed a similar agreement with the City to solicit user input. According to Mr. Jack Wood, Director, Office of the Controller, Systems Division, the City Attorney had advised the Controller that they did not have the authority to enter into any perpetual licensing agreements with third parties, and that such agreements must be approved by the Board of Supervisors, citing 1.101 and 3.105 of the City Charter. The Controller did not bring the matter before the Board of Supervisors at that time.

The terms of the proposed Customer Participation Agreement will cover products purchased under the most recent agreement amendment approved by the Board on October 19, 2017 (File 17-0981) that amended prior agreement amendments with Oracle for the procurement of database software system that supports the City's Human Capital Management System for a not-to-exceed amount of \$12,211,194.

The proposed Customer Participation Agreement will also pertain to products and services that may be procured under the terms of a resolution currently pending before the Board (File 21-0282), which, if approved, will authorize the execution of an agreement to purchase of Oracle products for a not-to-exceed amount of \$60,000,000 from Mythics, with the agreement terminating on April 30, 2026.

The City currently spends approximately \$11-12 million per year on Oracle software products and cloud computing solutions through a variety of agreements executed by individual City Departments. According to Mr. Wood, the Department of Technology and other City departments have heretofore utilized bi-lateral negotiations with Oracle to provide feedback, and specify certain customizations of software systems used by various City departments.

The terms of the Customer Participant Agreement grants Oracle non-exclusive, irrevocable, and perpetual rights to use feedback provided by participants in development and marketing of Oracle products. The agreement has provisions to insure that any information provided to Oracle will not be used to identify the participating jurisdiction or any individual employee.

“Confidential Information” is defined in the agreement as

- (a) Information regarding the strategic direction of Participant’s business;
- (b) Participant’s financial information and projections;
- (c) personally identifiable information of Participant’s employees, vendors, partners and customers; and
- (d) any other material or information that is marked by Participant as confidential.

The agreement commits both parties to adhere to protocols that insure such information remains confidential, and may not be used in a manner that would allow for identification of any individual or government participant. The agreement grants Oracle perpetual usage rights to the feedback on products provided through advisory boards and user forums, so long as such use is consistent with the terms of confidentiality agreement. No language is included that either explicitly authorizes, prohibits, or conditions the City’s use of information received from Oracle.

At the present time, Oracle maintains a number of advisory groups and forums that include a Customer Advisory Board, Strategic and Industry-Specific User Councils, Financials Customer Advisory Board, Human Capital Customer Advisory Board, Expense Management Focus Group, and the Payroll Focus Group. According the Mr. Wood, a significant number of public entities are currently providing Oracle with participant input.¹

Mr. Wood, Mr. Brian Roberts (IS Project Director), and Mr. Hao Xie, DT Strategic Sourcing Manager, all stated they believe involvement in user feedback forums will provide the City with an additional avenue to influence product development. These forums allow for structured, recurrent communication between Oracle and users of Oracle products. In addition, they could serve to facilitate information sharing between forum participants. Participation could enhance the City’s ability to stay abreast of current issues related to software implementation and product development. Staff at DT all stated they believe the potential benefits of participation is sufficient to justify the time commitment, and does not entail any compromise of the City’s interests.

FISCAL IMPACT

The proposed Customer Participation Agreement does not impose direct costs on the City.

POLICY CONSIDERATION

The City currently provides product and platform specific feedback through bi-lateral communications with Oracle, primarily in the form of help desk tickets. Based on our discussions with City staff, these bi-lateral communication channels appear to have been sufficient to allow the City to identify problems and recommend changes to the base technical configuration of the

¹ An email sent by the Department of Technology listed twenty-four separate public entities as active participants in various Oracle advisory boards and user forums. This list includes state and local government, universities, school districts, and some enterprise departments, and indicated that there were additional participants that were not listed. While we do not presently know the exact number of other public sector participants, the network appears to be fairly extensive.

software systems to accommodate the needs of various City departments. Oracle takes the help desk tickets into account when deciding on changes to the base technical configuration of the software systems; however, more consideration is taken from the written and vocal feedback from the advisory groups and forums. In our conversations with City staff, we were not informed of any specific communication or implementation issues that would be remedied by the Customer Participation Agreement, but City staff did indicate that the City's ongoing support of the software systems could be improved by recommended changes in the technical configuration of Oracle products.

To the extent involvement in user feedback forums facilitates the ability of the City to suggest improvements to Oracle, there may be material benefits to City departments. For some Oracle products, the City has been able to create its own product and system modifications through custom development, which does not require entry into the Customer Participation Agreement. However, this is an added expense for the City both in terms of initial development and ongoing maintenance to ensure the City's custom development does not interfere with the base technical configuration of the Oracle software systems. According to DT staff, a more desirable approach for these product and system modifications is for the City to enter into the Customer Participation Agreement, having the ability to formally recommend these changes in Oracle advisory groups and forums, which when implemented would result in less upfront and ongoing costs for the City. We cannot discern any adverse material consequences that would arise from entering into the proposed Customer Participation Agreement, and doing so may provide certain benefits in relation to the specification of product improvements.

RECOMMENDATION

Approval of the resolution is a policy matter for the Board of Supervisors

CUSTOMER PARTICIPATION CONFIDENTIALITY AGREEMENT

This Customer Participation Confidentiality Agreement (the "Agreement") is made between **City and County of San Francisco** ("Participant") and Oracle America, Inc. and/or its affiliates under common control ("Oracle"). Participant and Oracle shall be collectively referred to as the "Parties". The Parties are interested in having Participant take part in collaboration projects with Oracle for the purpose of providing Oracle ideas for new products, features, or services and/or improvements to existing products, features or services; and the Parties agree as follows:

1. **Scope.** The terms in this Agreement shall apply to discussions and information provided as part of various collaboration projects and/or Oracle customer advisory boards, working groups or councils in which Participant may take part ("Project(s)"). Participant's involvement in each such Project will be governed by this Agreement and a Project Attachment signed by both Parties. All Project Attachments shall be in the form of the sample attached as Exhibit 1.

2. **Confidential Information.** "Confidential Information" is defined as only the following information:

a. **"Oracle Confidential Information"** shall mean the following information or material provided by Oracle to Participant in connection with a Project during the Disclosure Period specified in the applicable Project Attachment: (a) all software and documentation; (b) all other products and services, product and service plans, and related documentation or information; (c) financial and marketing information and projections; (d) personally identifiable information of Oracle's employees, vendors, partners and customers; and (e) any other material or information that is either marked by Oracle as confidential or is disclosed by Oracle under circumstances in which one would reasonably expect it to be confidential.

b. **"Participant Confidential Information"** shall mean the following information or material disclosed by Participant in connection with a Project to Oracle during the Disclosure Period specified in the applicable Project Attachment: (a) information regarding the strategic direction of Participant's business; (b) Participant's financial information and projections; (c) personally identifiable information of Participant's employees, vendors, partners and customers; and (d) any other material or information that is marked by Participant as confidential. Participant agrees to provide Participant Confidential Information to Oracle if and only to the extent necessary to provide Feedback (as defined below).

3. **Feedback.** "Feedback" shall mean any input regarding Oracle's products and/or services, including changes or suggested changes to Oracle's current or future products and/or services, as well as any Recordings (as defined in Section 5 below). Notwithstanding anything in Section 2 above and/or any restrictive markings, Feedback shall not be considered Confidential Information and shall be received and treated by Oracle on a non-confidential and unrestricted basis. Participant hereby grants to Oracle a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, and modify Feedback for any purpose, including but not limited to incorporation or implementation of such Feedback into an Oracle program or service, and to display, market, sublicense and distribute Feedback as incorporated or embedded in any product or service distributed or offered by Oracle. Except with Participant's prior written approval, Oracle agrees that it will not publicly release the Feedback in a way that directly or indirectly connects the Feedback with the Participant or its employees; however, Oracle may employ third party contractors who may be asked to review the Feedback on Oracle's behalf, and Participant agrees that such review by third parties is not a violation of Oracle's commitments under this Agreement. Notwithstanding the foregoing, any third party review of Participant's Feedback shall be consistent with the terms of this Agreement. Should Participant disclose to Oracle information regarding the

technology products and/or systems used by Participant, such information shall not be considered Confidential Information under this Agreement and Oracle may use such information without restriction; however, the fact that Participant itself uses such technology product and/or systems shall be deemed Participant Confidential Information.

4. **Exclusions.** This Agreement imposes no obligation upon the Parties with respect to Confidential Information that (a) is or was rightfully received by the receiving party from a third party that does not have a duty of confidentiality regarding such confidential Information; (b) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; (c) is or becomes a matter of public knowledge through no fault of the recipient; or (d) is independently developed by the receiving party without use of Confidential Information of the disclosing party.

5. **Recordings.** Participant agrees that, if specified in the relevant Project Attachment, Project sessions may be recorded by Oracle, including but not limited to audio, video recording and/or screen images ("Recordings"). All such Recordings shall be Feedback, subject to any restrictions contained in section 3 ("Feedback") above. Notwithstanding the foregoing, Participant and/or its individual employees may limit or terminate recording of any session.

6. **Participant Notices to Employees.** Participant agrees to advise its employees about the terms and conditions of this Agreement and the relevant Project Attachment. In particular, Participant agrees to advise employees that their participation is voluntary; they will not be personally identified in the results reporting; they may elect not to participate in some or all aspects of the sessions, including Recordings; and they may withdraw at any time.

7. **Protection and Use of Confidential Information.** The Parties shall use the other's Confidential Information solely for the purpose of participation in the Project identified in the applicable Project Attachment. The Parties shall protect one another's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of the Confidential Information as the Parties use to protect their own confidential information of a like nature. Except as required by law, the Parties will hold one another's Confidential Information in confidence for the term specified in the relevant Project Attachment. The obligations stated in this section shall survive expiration or termination of this Agreement.

8. **Disclaimer.** This Agreement is intended to provide for information sharing only and is not a commitment to deliver any material, code, or functionality. Any information provided under this Agreement is subject to change at any time and, accordingly, should not be relied upon in making purchasing decisions. The development, release, and timing of any features or functionality for Oracle's products and services remain at Oracle's sole discretion. Participant should not rely on the future availability of any future product or service.

9. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Miscellaneous.** This Agreement and any Project Attachments hereunder (including any exhibits, attachments, addenda, and supplements thereto) shall be the complete and exclusive statement of the agreement between the Parties as to Feedback or Confidential Information disclosed under this Agreement and shall supersede all prior or contemporaneous agreements concerning such Feedback or Confidential Information, whether written or oral, and shall be binding upon each of the Parties hereto, their respective successors, and to the extent permitted their assigns.

- a. This Agreement cannot be amended or otherwise modified, except as agreed to in writing by each of the Parties hereto.
- b. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.

- c. The Parties agree that under no circumstances will beta software programs be provided to Participant under this Agreement. The Parties must sign a separate Beta Agreement or Addendum, which shall govern any beta software programs that may be provided to Participant.
- d. The Parties agree that under no circumstances will access to Oracle's networks be provided to Participant under this Agreement. The Parties must sign a separate Network Access Agreement, which shall govern any access to Oracle's networks that may be provided to Participant.

11. **Order of Precedence.** In the event of any inconsistencies between this Agreement and any Project Attachments, the conflicting term(s) of the relevant Project Attachment shall take precedence.

Effective Date: October 16, 2017

By signing below, you are representing that you have signatory authority to bind your organization to the terms of this Agreement.

ORACLE AMERICA, INC.

CITY AND COUNTY OF SAN FRANCISCO

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Exhibit 1

PROJECT ATTACHMENT

for

CUSTOMER PARTICIPATION CONFIDENTIALITY AGREEMENT

This Project Attachment (“Attachment”) incorporates by reference the terms of the Customer Participation Confidentiality Agreement dated October 16, 2017 between City and County of San Francisco (“Participant”) and Oracle America, Inc. (“Oracle”) (the “Agreement”).

1. Description of the Project.

Participation in Customer Advisory Board Sessions, Strategic and Industry Specific User Councils, Focus Group Sessions, Guide Groups, Requirement and Design Reviews, User Experience Activities and other customer forums with the purpose of providing input and suggestions for Oracle products and/or services.

2. Disclosure Period and Term. The Agreement and this Attachment controls only Feedback and Confidential Information related to the Project described directly above that is disclosed between the Effective Date of this Attachment and October 16, 2020 (“Disclosure Period”). The parties shall hold one another’s Confidential Information in confidence for a term of three (3) years from the end of the Disclosure Period.

3. Recordings. Oracle may / may not record Project sessions (Please check one).

4. Other Terms.

Effective Date: **October 16, 2017**

ORACLE AMERICA, INC.

CITY AND COUNTY OF SAN FRANCISCO

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title



SAN FRANCISCO
DEPARTMENT OF
TECHNOLOGY

Brian Roberts
1 S. Van Ness Ave. Floor 2
San Francisco, CA 94103
Brian.roberts@sfgov.org

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Re: Oracle Participation Agreement

Dear Ms. Calvillo:

Attached please find electronic copies of the proposed Resolution for the Board of Supervisors approval, which authorizing participation in programs to provide customer feedback on Oracle America, Inc. software products and granting license to use City's feedback.

The following is a list of accompanying documents:

Proposed Resolution
Customer Participation Confidentiality Agreement

The following person may be contacted regarding this matter:

Brian Roberts, Policy Analyst
Brian.roberts@sfgov.org

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Gerull".

Linda Gerull
City CIO, Executive Director
Department of Technology

From: [Roberts, Brian \(TIS\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Xie, Hao \(TIS\)](#)
Subject: Proposed Oracle Participation Agreement
Date: Monday, March 15, 2021 11:13:10 AM
Attachments: [Cover Letter for Oracle Participation Agreement Resolution.pdf](#)
[Draft Oracle Participation Agreement Resolution.docx](#)
[Draft Oracle Participation Agreement Resolution.pdf](#)
[CPCA City and County of San Francisco Oct 16 2017.pdf](#)
[image001.png](#)

Dear Board of Supervisors Legislative Team:

The Department of Technology would like to introduce the attached proposed resolution for the consideration of the Board of Supervisors.

Please find the following attached documents:

- Cover Letter
- Draft Oracle Participation Resolution (pdf & word)
- Example Customer Participation Agreement

Let me know if you have any questions or need any additional information.

Sincerely,
Brian



Brian Roberts

Policy Analyst
1 South Van Ness Ave., 2nd Floor

www.sfgov.org/dt

President, National Assoc. of
Telecommunications Officers and Advisors
(NATOA)



SAN FRANCISCO
DEPARTMENT OF
TECHNOLOGY



Item 3: Agreement - Oracle America, Inc. - Authorizing Participation in Customer Feedback Programs

To: Budget and Finance Committee

Date: April 14, 2021

Presenter: Jack Wood, Controller's Office, Systems Division Director

Overview

Resolution authorizing the City to enter a customer participation agreement...

- ❑ Under which employees of the all City departments could provide customer feedback to Oracle America, Inc. via advisory board and user focus groups
- ❑ And which will grant to Oracle America, Inc. a perpetual, irrevocable license to use the City's feedback for any purpose, including the development, modification, marketing, or publicity of products or services, without identifying the City or its employees in those materials
- ❑ City employees could be involved in various groups convened by Oracle, including but not limited to a customer advisory boards, such as Financials Customer Advisory Board, Human Capital Customer Advisory Board, and focus groups, such as Expense Management Focus Group and Payroll Focus Group



Benefits of Agreement

Improve Annual Maintenance Effort & Cost

- ❑ Influence product roadmaps to include City-desired features and functionalities
- ❑ Potentially reduce expensive City-specific software customizations by adding that functionality into the base technical configuration of the software systems

Collaboration

- ❑ Acquire best practices from peers and benchmarking against peers
- ❑ Participate in interactive sessions and demos, interacting with Oracle executive management teams
- ❑ Learn about industry trends and thought leadership
- ❑ Partner with other public sector organizations who have signed the Participation Agreement, currently including the States of Connecticut, Delaware, Montana, Tennessee, South Dakota, and New York, Bay Area Rapid Transit, San Diego County, Spokane and King Counties in Washington, and the Universities of Michigan, Maine, Utah and Georgia





Item 3: Agreement - Oracle America, Inc. - Authorizing Participation in Customer Feedback Programs

Any Questions?