

**REVISED DRAFT – MARCH 26, 2026**

**GIFT AND NAMING AGREEMENT**

**SAN FRANCISCO GENERAL HOSPITAL**

This GIFT AND NAMING AGREEMENT (“Gift and Naming Agreement”), dated for convenience of reference as of March 13, 2026, is between SAN FRANCISCO GENERAL HOSPITAL FOUNDATION, a California nonprofit public benefit corporation that is tax exempt under Section 501(c)(3) of the Internal Revenue Code (the “Foundation”), and the CITY AND COUNTY OF SAN FRANCISCO, a charter city and county, acting by and through its DEPARTMENT of PUBLIC HEALTH (the “City”). The Foundation and the City may be referred to collectively in this agreement as the “Parties.”

THIS GIFT AND NAMING AGREEMENT is made with reference to the following facts and circumstances:

A. The City owns, maintains, operates, and manages through the San Francisco Health Commission (the “Commission”) and the Department of Public Health (the “Department”) the Priscilla and Mark Zuckerberg San Francisco General Hospital and Trauma Center, located at 1001 Potrero Avenue, San Francisco, CA 94110 (“ZSFG”).

B. The Foundation was established to raise and accept gifts on behalf of the City for projects and programs designed to improve the care and comfort for patients at ZSFG and is recognized for such purposes by the City by and through the Commission. All fundraising activities that the Foundation undertakes support such projects and activities. Donations from the Foundation to the City are generally subject to the terms and conditions of the Memorandum of Understanding Between the City and County of San Francisco Acting by and Through its Department of Public Health and The San Francisco General Hospital Foundation, dated June 1, 2023 (the “Prime Fundraising Agreement”). The Prime Fundraising Agreement requires the Department to formalize any naming rights associated with gifts via a naming agreement that is taken to the Board of Supervisors of the City and County of San Francisco, acting in its sole discretion, for acceptance and approval. And the Department has a policy regarding naming of facilities, titled “Naming of DPH Facilities”, that must be complied with.

C. Salesforce, Inc. (“Donor”) has provided a cash donation of \$1,660,000.00 to the Foundation for the procurement and ongoing marketing support of a new mobile mammography van (“Mammovan”) to be gifted to ZSFG. The Mammovan will include a complete 3Dimensions mobile mammography system including x-ray gantry, adjustable-height acquisition workstation, 3Dimensions and related software, connectivity, accessories, warranties, digital image receptor, storage systems, image testing equipment, and turn-key installation in the van. The Mammovan will include a commercial vinyl or equivalent vehicle marketing wrap (“marketing wrap”) that acknowledges the Donor and Foundation. The Foundation keeps part of that gift as an administrative fee pursuant to the Foundation’s policies and as outlined in the Prime Fundraising Agreement and further described below.

D. The Foundation wishes to make a gift of the Mammovan to the City, and the City wishes to accept the gift, on the terms and conditions, including naming arrangements, set forth in this Gift and Naming Agreement below and as otherwise subject to the terms and conditions of the Prime Fundraising Agreement, already executed between Foundation and the City.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Foundation and the City agree as follows:

**SECTION 1. Gift.** As set forth below, the Foundation shall provide to the City a gift consisting of the following (collectively the “Gift”):

a. Donor’s Gift. Donor will make a gift to the Foundation in a total of \$1,660,000.00 for the purchase of the Mammovan and associated marketing costs to support ZSFG and its mission (the “Donor’s Gift”).

b. Of the Donor’s Gift (totaling \$1,660,000.00), the Foundation shall retain a one-time administrative fee of \$160,000. Grant funds remaining after the purchase price of the Mammovan and the retention of the Foundation’s administrative fee shall be retained by the Foundation to cover associated costs for ongoing marketing as outlined by this Gift and Naming Agreement.

c. The City’s acceptance of the capital asset/gift received through this Gift and Naming Agreement is subject to authorization to accept by the Board of Supervisors.

d. The Gift shall be paid to, or used for the benefit of, the City according to the following schedule and will be used by the City only for the purposes listed in this Gift and Naming Agreement:

1. The Donor’s Gift of \$1,660,000.00 will be used by the Foundation to purchase the Mammovan, to pay Foundation’s administrative costs, and to pay for ongoing associated marketing costs as outlined by this Gift and Naming Agreement.
2. The Foundation will provide to the City the final purchase price (the “acquisition value”) of the Mammovan equipment within 30 days of the execution of this agreement or the date of acquisition of the van, whichever is later.

## **SECTION 2. City Obligations.**

a. Approval and Acceptance; Effective Date. The City shall seek in a reasonable and timely manner all approvals required for the City to accept this gift, abide by its conditions, and enter into this Gift and Naming Agreement. Those approvals include approval of this Gift and Naming Agreement by the Commission and the City's Board of Supervisors and Mayor. This Gift and Naming Agreement becomes effective upon approval by the Commission, the Board of Supervisors and Mayor, and the signing and delivery of this Agreement by both parties (the "Effective Date").

b. Acknowledgement. In recognition of the Donor's generosity, the City will acknowledge the Donor's Gift as described in Section 4 below. The City's obligation is conditioned upon the Foundation's purchase of the Mammovan, transfer of its title to City, and City's possession of the Mammovan.

c. The City shall be responsible for all licensing and regulatory approval of the Mammovan and the equipment as described in Section C installed in the Mammovan after its acceptance by the City. The City shall be solely responsible for the maintenance of the van and the equipment therein after acceptance for the useful life of the van.

d. The City shall staff and operate the Mammovan in the method it deems appropriate for the purposes outlined in this Gift and Naming Agreement and MOU. The methods of staffing and operation are to be decided at the City's sole discretion.

e. If the van is damaged, destroyed, or no longer operable, the City is not responsible for replacement or otherwise continuing the services previously provided in the Mammovan. In such event, the Parties have the option to discuss operations to return the Mammovan to service, and any additional commitments or obligations for that purpose are outside the scope of this Gift and Naming Agreement.

f. The City shall be responsible for the eventual disposal of the Mammovan once it reaches its end of life or to the extent it is no longer used or usable. The method of disposal or other change in use is to be decided at the City's sole discretion. If the Department determines that the Mammovan will be permanently removed from service, repurposed for non-mobile-mammography use, transferred, or disposed of, the City shall provide the Foundation with written notice at least thirty (30) days in advance, if practicable.

g. The City's ongoing operation and use of the Mammovan is subject to ongoing staffing availability and budget appropriations.

## **SECTION 3. Foundation and Donor Rights and Obligations**

a. The Foundation shall have the sole responsibility for the cost of placing and maintaining the naming arrangements as described in Section 4 below, including, but not limited to the marketing wrap and signage. The Foundation shall use funds from Donor's Gift to pay the costs of its obligations of the naming arrangements described in Section 4 below, including paying all costs associated with the installation, maintenance, and repair of the marketing wrap.

b. The Foundation will provide all vehicle licensing and title necessary to transfer ownership of the Mammovan to the City.

c. The Foundation agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Gift and Naming Agreement, in accordance with the terms and conditions of the Prime Fundraising Agreement.

d. Neither the Foundation nor the Donor maintains ownership rights to the Mammovan or equipment it contains after the gift is accepted by the City.

e. Neither the Foundation nor the Donor maintain any rights to income generated by the Mammovan after its acceptance by the City.

**SECTION 4. Donor Recognition.** The naming recognition will include the naming and marketing wrap of the Mammovan during the term described in subsection (b) below, while the Mammovan is used for mobile mammography services and patient care by ZSFG, as follows:

- a. The Mammovan shall be named: “ZSFG Mammovan - Salesforce in Partnership with ZSFG and SFGHF for a Healthy Community”. The parties acknowledge that the naming and use of the Donor’s and Foundation’s logo and brand elements are intended solely as donor recognition and shall not be construed as, and shall not state or imply, an endorsement by the City, the Department, the Commission, or ZSFG of Donor or any Donor product or service.
- b. The naming of the Mammovan as the “ZSFG Mammovan - Salesforce in Partnership with ZSFG and SFGHF for a Healthy Community” shall remain in place for either 15 years from the Effective Date of this Gift and Naming Agreement or for the Mammovan’s Operable Life (as defined below) for the purposes listed in this Gift and Naming Agreement, whichever is less. “Operable Life” means the period during which the Mammovan is reasonably capable of being used in the ordinary course to provide mobile mammography services (taking into account mechanical condition, safety, regulatory compliance, and availability of replacement parts), as determined by the Department in good faith.
- c. The Foundation (in coordination with the Donor) shall be responsible for the creative design, branding, messaging, and preparation of the artwork for the marketing wrap for the Mammovan (the “Wrap Design”), consistent with the Parties’ agreed donor recognition name in this Section 4.
- d. Prior to submitting the Wrap Design to the Department for approval, the Foundation shall provide the Wrap Design to Donor for review and incorporate Donor’s reasonable branding and logo usage requirements.
- e. The Foundation shall submit the Wrap Design to the Department for review and written approval prior to installation (and prior to any material modification or replacement). The Department’s approval shall not be unreasonably withheld, conditioned, or delayed. The Department may request changes reasonably necessary to comply with applicable law, safety requirements, and City policies of general application.

- f. The Parties acknowledge and agree that Donor's logo may be included on the Mammovan as part of the Wrap Design. The specific placement of Donor's logo may be determined and refined through the Wrap Design approval process described in subsection (d) and the Department approval process described above. The City shall not impose a blanket prohibition on logos with respect to the Wrap Design; provided that the City may require reasonable modifications to ensure compliance with applicable law, safety requirements, and City policies of general application.
- g. Maintenance and repair of marketing materials, including maintenance, repair, and/or replacement of the marketing wrap, shall be the sole responsibility of the Foundation.
- h. If the marketing wrap is damaged or no longer useable, the City is not responsible for repair or replacement of the marketing wrap. The City shall reasonably cooperate with the Foundation and its contractors to facilitate installation, maintenance, repair, or replacement of the marketing wrap, including providing reasonable access to the Mammovan at mutually agreed times and locations, subject to operational needs and safety requirements.
- i. The Parties may, with agreement from Donor, change the name or designation of the Mammovan. Such agreement must be in writing, must be agreed upon by the Parties and Donor, and does not require an amendment of this Naming Agreement.

## **SECTION 5. General Terms**

5.1 Liability; No Operational Responsibility. The Foundation's role is limited to funding/procuring the Mammovan and providing the donor recognition materials described in Section 4. The City is solely responsible for possession, licensing, staffing, operation, use, maintenance, and disposal of the Mammovan following acceptance. The Foundation and Donor shall have no responsibility or liability for the City's operation or use of the Mammovan, except to the extent arising solely from the Foundation's gross negligence or willful misconduct in performing its express obligations under this Gift and Naming Agreement

5.2 Insurance. Following acceptance of the Mammovan, the City shall maintain insurance (self-insurance is acceptable) in amounts and coverages customary for City-owned vehicles and mobile clinical units, including automobile liability and property coverage, covering the Mammovan and its operation.

5.3 Indemnity. To the extent permitted by law, the City shall defend, indemnify, and hold harmless the Foundation and its directors, officers, employees, and agents from and against third-party claims, demands, causes of action, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to the City's possession, operation, use, maintenance, or disposal of the Mammovan after the City's acceptance, except to the extent caused by the Foundation's gross negligence or willful misconduct.

5.4 Remedies. Each party may enforce its rights under this Gift and Naming Agreement by way of an action for specific performance or by any other appropriate remedy at law or equity by any court located in San Francisco, California having jurisdiction. Upon a

breach of this Gift and Naming Agreement by either party, the non-breaching party shall provide the breaching party written notice of any alleged breach and shall give the breaching party reasonable opportunity to cure any such breach. If the breaching party fails to cure any such breach within sixty (60) days, then the non-breaching party shall have the right to seek specific performance by the breaching party of all or any part of this Agreement or other appropriate remedy. Nothing in this Gift and Naming Agreement limits the City's right to use in any manner, or not use, the Mammovan, or any equipment installed therein.

Notwithstanding the foregoing, during the naming term described in Section 4, if the City continues to use the Mammovan for mobile mammography services for ZSFG, the City shall not remove, obscure, or materially alter the donor recognition described in Section 4 except as expressly permitted by this Gift and Naming Agreement.

5.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and does not create any rights in any third party (including Donor) to enforce any provision of this Agreement.

5.6 Amendment. Any amendments to this Gift and Naming Agreement, including any amendments to any Attachments to this Gift and Naming Agreement, shall be in writing and signed by both parties.

5.7 Notices. Any notice required or wished to be given under this Gift and Naming Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when personally delivered or delivered by expedited courier, or 3 business days after mailed by certified mail, return receipt requested, addressed to the appropriate address shown below:

If to the Foundation by personal delivery or courier:

San Francisco General Foundation  
2789 25th Street, Suite 2028  
San Francisco, California 94110  
Attention: Kim Meredith, Chief Executive Officer

If to the Foundation by certified mail or equivalent USPS delivery:

San Francisco General Foundation  
PO Box 410836  
San Francisco, CA 94141  
Attention: Kim Meredith, Chief Executive Officer

If to the City:

Zuckerberg San Francisco  
General Hospital and Trauma  
Center  
1001 Potrero Avenue San  
Francisco, CA 94110  
Attention: Eric Wu, MPA  
Chief Financial Officer

A party may change that party's address in the same manner required for giving notice.

5.8 Entire Agreement. This Gift and Naming Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the subject matter of this Gift and Naming Agreement, and it supersedes any and all prior agreements with respect to such subject matter, whether oral or written.

5.9 Severability. In the event any provision of this Gift and Naming Agreement shall be held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason the remaining portion of this Gift and Naming Agreement shall nonetheless remain in full force and effect.

5.10 Construction of Agreement. The section and other headings in this Gift and

Naming Agreement have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. If there is any inconsistency between this Gift and Naming Agreement and the MOU, this Gift and Naming Agreement controls solely with respect to donor recognition, naming, and marketing wrap matters. The Parties shall interpret this Gift and Naming Agreement and the Prime Fundraising Agreement to give effect to both to the maximum extent possible; if an inconsistency cannot be reconciled, this Gift and Naming Agreement controls solely with respect to the Donor's Gift and naming arrangements described herein.

5.11 Governing Law. This Gift and Naming Agreement shall be deemed to be made under, and shall be construed in accordance with, the laws of the State of California.

5.12 Further Assurances. The parties shall execute all instruments and documents and take all actions, including the payment of money, as may be required to carry out the transactions contemplated in the Gift and Naming Agreement.

5.13 Successors and Assigns. This Gift and Naming Agreement may not be assigned by either party without the written consent of the other party. This Gift and Naming Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the parties.

5.14 Survival. Except as expressly stated otherwise, all covenants, and representations, and warranties made in this Gift and Naming Agreement, including but not limited to Sections 4 (to the extent obligations remain to remove or cover donor recognition after expiration), 5 (Liability, Insurance, Indemnity, Remedies, Governing Law, Notices), and any other provisions that by their nature should survive termination or expiration, shall survive

5.15 Authority. The individual who signs this Gift and Naming Agreement on behalf of either party represents and warrants to the other party that such entity, acting through its duly authorized directors or officers, has specifically approved this Gift and Naming Agreement and authorized that individual to sign this Gift and Naming Agreement on behalf of such entity.

5.16 Execution. This Gift and Naming Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Foundation and the City have caused the Gift and Naming Agreement to be executed each on its behalf as of the day and year first above written.

**RECOMMENDED:**

**San Francisco Department of Public Health**

By: \_\_\_\_\_  
Susan Ehrlich, CEO  
Zuckerberg San Francisco General Hospital

**AGREED:**

**San Francisco General Hospital Foundation**

**San Francisco Department of Public Health**

By: \_\_\_\_\_  
Kim Meredith  
Chief Executive Officer

By: \_\_\_\_\_  
Daniel Tsai  
Director Of Health

**APPROVED AS TO FORM:**

David Chiu  
City Attorney

By: \_\_\_\_\_  
Anne Pearson  
Deputy City Attorney