



**Deloitte Consulting LLP**

1919 N Lynn St Suite  
1500, Arlington, VA  
22209

Tel: 1 (571) 882-5000  
www.deloitte.com

July 24, 2020

Hon. Chesa Boudin  
San Francisco District Attorney's Office  
350 Rhode Island Street  
North Building, Suite 400N  
San Francisco, CA 94103

Re: Engagement Letter for establishment of pro bono support for Strategic Planning Sessions

Dear Mr. Boudin,

I am pleased to confirm that Deloitte Consulting LLP ("Deloitte Consulting") will perform the consulting services set forth in this Engagement Letter to assist the San Francisco District Attorney's Office to conduct three Strategic Planning Sessions. Deloitte Consulting work will be completed on a pro bono basis with a value of \$40,000.

The San Francisco District Attorney is interested to partner with Deloitte Consulting to understand how trends in criminal justice and the District Attorney's strategic priorities impact the capabilities and operating model of the office.

Over the course of three virtual planning sessions Deloitte Consulting will work with the District Attorney to:

- Align on a high-level future vision for the San Francisco District Attorney's Office
- Identify how high-level trends in criminal justice impact that vision
- Map the capabilities required to support execution of the vision
- Highlight actions needed at a conceptual level to meet capability gaps and opportunities
- Sequence high-level actions required to activate the capabilities

The first session will be scheduled by joint agreement in July 2020 and the work will complete over a six-week time period from the first session. Through these sessions Deloitte Consulting will work with the District Attorney to develop workshop materials, post-workshop synthesis, and a high-level roadmap.

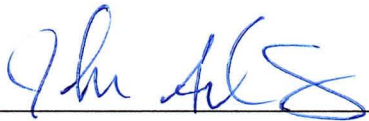
This Engagement Letter, together with the General Business Terms attached hereto as Exhibit A and incorporated herein, constitute the entire agreement between San Francisco District Attorney's Office and Deloitte Consulting with respect to this engagement; supersede all other oral and written representations, understandings, or agreements relating to this engagement; and may not be amended except by the mutual written agreement of San Francisco District Attorney's Office and Deloitte Consulting.

Please indicate your acceptance of this Engagement Letter by signing in the space provided below and returning this engagement letter to us. A duplicate of this Engagement Letter is provided for your records.

Very truly yours,

DELOITTE CONSULTING LLP

By:

  
\_\_\_\_\_

John Adams  
Managing Director

ACCEPTED AND AGREED TO BY:

Hon. Chesa Boudin

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title (Printed or Typed)

\_\_\_\_\_  
Date of Signature

## **EXHIBIT A – GENERAL BUSINESS TERMS**

**1.** It is understood and agreed that Deloitte Consulting's services (the "Services") under the Engagement Letter to which these terms are attached (the "Engagement Letter") may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client.

**2.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. This engagement may be terminated by either party at any time, with cause, by giving written notice to the other party not less than five (5) business days before the effective date of termination; provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Either party may terminate this engagement or performance of any part of the Services at any time for convenience upon written notice to the other party.

**3.** Upon completion of the Services and subject to the terms and conditions herein, Deloitte Consulting hereby grants Client a royalty-free, fully paid-up, nonexclusive license to use, for Client's internal business purposes, the works of authorship, materials, information and other intellectual property delivered to Client as a result of the Services provided hereunder (the "Deliverables"). To the extent any Deliverable provided to Client hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Deliverable is licensed to Client by Deloitte Consulting as agent for its product company subsidiary on the terms and conditions contained herein. The rights granted in this Section 3 do not apply to any intellectual property that is subject to a separate license agreement between Client and any third party (including Deloitte Consulting's affiliates).

**4. THIS IS A SERVICES ENGAGEMENT. DELOITTE CONSULTING DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**5.** a) Client requests, and Deloitte Consulting agrees, that Deloitte Consulting will perform the Services without payment of Deloitte Consulting's professional fees. As an inducement for Deloitte Consulting to perform the Services without such payment, Client agrees that Deloitte Consulting, its subcontractors and their respective personnel shall not be liable to Client for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of \$10,000, except to the extent resulting from the bad faith or intentional misconduct of Deloitte Consulting or its subcontractors. In no event shall Deloitte Consulting, its subcontractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this engagement. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of Deloitte Consulting, its subcontractors and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

b) Client shall indemnify and hold harmless Deloitte Consulting, its subcontractors and their respective personnel from all Claims attributable to claims of third parties, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte Consulting or its subcontractors.

**6.** Client shall cooperate with Deloitte Consulting hereunder. Client shall have the rights required to provide any data and information to Deloitte Consulting. Client acknowledges and agrees that Deloitte Consulting's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Deloitte Consulting shall be entitled to rely on all decisions and approvals of Client. Client shall be solely responsible for, among other things: (a) the performance of its personnel and agents; (b) providing Deloitte Consulting with timely access to data, information and personnel of Client; (c) the accuracy and completeness of data and information provided to Deloitte Consulting for purposes of the performance of the Services; (d) making all management decisions, performing all management functions and assuming all management responsibilities; and (e) designating a competent management member to oversee the Services.

**7.** No action, regardless of form, relating to this engagement, may be brought by either party more than one year after the cause of action has accrued.

**8. a)** To the extent that, in connection with this engagement, either party (each, the "receiving party") comes into possession of any trade secrets or other proprietary or confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent. The disclosing party hereby consents to the receiving party disclosing such information (i) to contractors providing administrative, infrastructure and other support services to the receiving party and subcontractors providing services in connection with this engagement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this Section 8(a); (ii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iii) to the extent such information (A) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a nonconfidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information by obligation to the disclosing party, (C) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this Paragraph 8(a), each party shall maintain the other's trade secrets and proprietary or confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care. Nothing in this Paragraph 8(a) shall alter Client's obligations under Paragraph 8(b).

**b)** Client agrees that neither the Services nor any Deliverables are intended for the express or implied benefit of any person or entity other than Client. Client further agrees that the Services and Deliverables shall not be disclosed, in whole or in part, to any person or entity other than Client.

**9.** All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. In the event of any conflict or ambiguity between these terms and the Engagement Letter, these terms shall control. **Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such**

**as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.**

**10.** Client may not assign, transfer or delegate any of its rights or obligations (including, without limitation, interests or Claims) relating to this engagement or the Services without the prior written consent of Deloitte Consulting. Client hereby consents to Deloitte Consulting subcontracting any of Deloitte Consulting's rights and obligations hereunder to any affiliate, whether located within or outside the United States.

**11. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.**

**12.** These terms, and the Engagement Letter, including exhibits, constitute the entire agreement between the parties with respect to this engagement, supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by written agreement signed by the parties. All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of the parties at the addresses set forth in the Engagement Letter, unless changed by either party by notice to the other party, and (iii) effective upon receipt.

**13.** These terms, the Engagement Letter, and all matters relating to this engagement, shall be governed by, and construed in accordance with, the laws of the State of California (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services shall be brought and maintained exclusively in any court of the State of California or any federal court of the United States, in each case located in San Francisco, the State of California. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of these terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

**14.** As an inducement for Deloitte Consulting to perform the Services without payment of professional fees, Deloitte Consulting or its affiliates shall be permitted to photograph or videotape Client's personnel and property for use in any publicity, marketing, advertising or promotional materials or activities or any other uses that Deloitte Consulting may, in its sole discretion, deem proper. Deloitte Consulting or its affiliates may also use, in any form of media, Client's name, marks or any feedback provided by Client or its personnel (including the name of such personnel), in publicity, advertising, marketing or promotional materials or activities, or in connection with a description of the Services.