

File No. 201194

Committee Item No. 9

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 18, 2020

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input 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 type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input 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                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date November 13, 2020

Completed by: Linda Wong

Date \_\_\_\_\_

1 [Accept and Expend In-Kind Gift - Retroactive - Consulting Services - Various Providers -  
2 Valued at \$427,200]

3 **Resolution retroactively authorizing the Department of Technology to accept an in-kind**  
4 **gift of consulting services valued at \$427,200 from various providers during Fiscal Year**  
5 **2019-2020.**

6  
7 WHEREAS, The Office of Civic Innovation (OCI) at the Department of Technology  
8 matches pro bono private sector talent with departments of the City and County of San  
9 Francisco (“City”) to address specific policy or operational challenges facing those  
10 departments; and

11 WHEREAS, Under OCI’s Civic Bridge program, departments identify service needs  
12 that could benefit from innovative solutions and private companies, non-profit organizations  
13 and individuals offer to donate consulting services to help departments on these needs; and

14 WHEREAS, For the 2020 annual cohort, the Civic Bridge program sought assistance  
15 with projects for the following departments: Department of Homelessness and Supportive  
16 Housing (DHS), the Office of Economic and Workforce Development, the Recreation and  
17 Parks Department, the Rent Board, and the Treasure Island Development Authority (TIDA);  
18 and

19 WHEREAS, Private sector companies and individuals, and non-profits (the Partners)  
20 will offer their consulting services free of charge in order to help develop strategies and  
21 solutions to improve City service delivery; and

22 WHEREAS, The following departments will receive the following services from the  
23 Partners:

24  
25

- 1 • DSHS will receive \$76,800 in services from Adobe to develop be a public  
2 messaging campaign to educate San Franciscans about the crisis of homelessness  
3 and the solutions;
- 4 • OEWD will receive \$100,000 in services from Civic Consulting USA to help them  
5 develop a Small Business Agenda (Vision and Mission) and a strategic plan for  
6 implementing this new Small Business Agenda;
- 7 • The Recreation and Parks Department will receive \$96,800 in services from  
8 fuseproject to develop a Smart Parks Strategic Plan in order to declare priorities,  
9 focus its efforts and engage its stakeholders;
- 10 • The Rent Board will receive \$76,800 in services from the Civic Consulting USA  
11 conduct user research and create a communications and content strategy to help  
12 make the Rent board services more user-friendly and accessible for residents;
- 13 • TIDA will receive \$76,800 in services from M. Arthur Gensler Jr. & Associates, Inc.  
14 to assist with developing a programming and conceptual design for a space tailored  
15 to replace current residential treatment beds and transitional housing provided by  
16 HealthRIGHT360 on one of TIDAs affordable housing parcels; and

17 WHEREAS, Adobe, fuseproject, Civic Consulting USA, and Gensler will provide  
18 consulting services as part of the Civic Bridge project free of charge as an in-kind gift to the  
19 City; and

20 WHEREAS, The Donor Agreements with the Partners to provide consulting services on  
21 a volunteer basis to the City for a term of sixteen weeks are on file with the Clerk of the  
22 Board of Supervisors in File No. 201194; and

23 WHEREAS, The consulting services are valued at a total of \$427,200; and

24 WHEREAS, The gifts do not require amendments to the Annual Salary Ordinance;  
25 now, therefore, be it

1           RESOLVED, That the Board of Supervisors retroactively approves the in-kind gifts  
2 valued at \$427,200 and hereby authorizes, through the Department of Technology Office of  
3 Civic Innovation to accept the in-kind gifts of consulting services described above,  
4 substantially in the form of the donor agreements on file with the Clerk of the Board of  
5 Supervisors, in File No. 201194, with such changes or modifications, as may be acceptable  
6 to the Director of the Department of Technology and the City Attorney and which do not  
7 materially increase the obligations and liabilities of the City or reduce the services to the City;  
8 and, be it

9           FURTHER RESOLVED, That within thirty (30) days of the donor agreements being  
10 fully executed by all parties, the Department of Technology shall provide a copy of the final  
11 agreements to the Clerk of the Board for inclusion to the official file.

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Recommended:

Approved:

  /s/  

  /s/  

Linda Gerull  
Chief Information Officer  
Executive Director,  
Department of Technology

Office of the Mayor

Approved:

  /s/  

Office of the Controller

**File Number:** \_\_\_\_\_  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: In-Kind Gift of consulting services from various providers through Civic Bridge Program
2. Department: Department of Technology
3. Contact Person: Brian Roberts Telephone: 628-652-5161
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$427,200 worth of in-kind consulting services.
6. a. Matching Funds Required: \$0  
b. Source(s) of matching funds (if applicable):
7. a. Grant Source Agency:  
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary: Accept in-kind consulting services from various providers through Civic Bridge program.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: 2/28/2020 End-Date: 08/30/2020
10. a. Amount budgeted for contractual services: NA  
b. Will contractual services be put out to bid?  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?  
d. Is this likely to be a one-time or ongoing request for contracting out?
11. a. Does the budget include indirect costs? NA  
 Yes  No  
b. 1. If yes, how much? \$  
b. 2. How was the amount calculated?  
c. 1. If no, why are indirect costs not included?  
 Not allowed by granting agency  To maximize use of grant funds on direct services  
 Other (please explain):  
c. 2. If no indirect costs are included, what would have been the indirect costs?
12. Any other significant grant requirements or comments: No.

**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor’s Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s)      | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)                 |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(s)           |   |

14. The Departmental ADA Coordinator or the Mayor’s Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor’s Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Due to the reach of this agreement across members of the public awardees should contact the Mayor’s Office on Disability for guidance on achieving 14(1) and 14(2) above. All public meetings should also be accessible, as appropriate. See: <https://sfgov.org/mod/planning-accessible-events>

Departmental ADA Coordinator or Mayor’s Office of Disability Reviewer:

Nicole Bohn  
(Name)

Director, Mayor’s Office on Disability  
(Title)

Date Reviewed: May 27, 2020 | 5:25 PM PDT

DocuSigned by:  
Nicole Bohn  
DA162DFC64D3470...  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Linda Gerull  
(Name)

City CIO, Executive Director  
(Title)

Date Reviewed: May 28, 2020 | 8:19 AM PDT

DocuSigned by:  
Linda Gerull  
5F172D9980A04F7...  
(Signature Required)

## **CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its City and County of San Francisco acting by and through its Department of Homelessness and Supportive Housing

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 Homelessness and Supportive Housing (HSH) ("Department"), a department of the City, seeks volunteer consulting services to help address a public messaging campaign to educate San Franciscans about the crisis of homelessness and the solutions ("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 Donor Services will be a team of 3-6 employees giving approximately 20% time to assist the department with this work over the course of 16 weeks;

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 January and June of 2020.

The Donor Services will be a team of 3-6 employees giving approximately 20% time to assist the department with this work over the course of 16 weeks. At the end of the Project, the Donor will provide the Department of Homelessness and Supportive Housing with deliverables such as:

A public messaging campaign to educate San Franciscans about the crisis of homelessness and the solutions. Elements of the campaign could include;

- Website to share campaign messages and provide real-time data
- Written materials and presentation templates
- Building a team of ambassadors for the campaign including any interested San Franciscan, people with lived experience, providers, and well known "validators" to support a media campaign
- Academic and industry publications
- Meetings, events, and speaking engagements
- Conventional and Social media strategy
- Advertising

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 this 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 February 1, 2020. The term of this Agreement shall commence on the effective date, and shall end on June 30, 2020, 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: Emily Cohen: Emily.cohen@sfdph.org

To Donor: Kim Kerry-Tyerman: kimkt@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]*



## **CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its Office of Economic and Workforce Development (OEWD)

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 Economic and Workforce Development ("Department"), a department of the City, seeks volunteer consulting services to help create a Small Business Agenda to coordinate, clarify and market the service suite available to small businesses ("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, the Donor Services will be a team of 3-6 employees giving approximately 20% time to assist the department with this work over the course of 16 weeks;

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 March and June of 2020.

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 March and June of 2020.

The Donor Services will be a team of 3-6 employees giving approximately 20%

time to assist the department with this work over the course of 16 weeks. At the end of the Project, the Donor will provide the Office of Economic and Workforce Development with deliverables such as:

- Creating a Small Business Agenda (Mission/Vision) to organize and improve our relevant services, we propose a Small Business Agenda that will include a mission and vision to drive the City's approach toward the sector.
- Developing a comprehensive strategic plan for the Small Business Agenda The Agenda's supporting materials would include a plan of action with associated metrics, a communications plan to market our services, and a clarified governance structure for OEWD's small business service suite.

At the end of the Project, the Donor will provide The Office of Economic and Workforce Development with a Small Business Agenda to coordinate, clarify and market the service suite available to small businesses. 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 valuation of this donation is \$100,000

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 March 1. The term of this Agreement shall commence on the effective date, and shall end on June 30, 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 Joaquin Torres, Director [joaquin.torres@sfgov.org](mailto:joaquin.torres@sfgov.org)

To Donor: Alexander Shermansong [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:** \_\_\_\_\_

**Office of Economic and Workforce Development**

**CIVIC CONSULTING USA**

By: \_\_\_\_\_

By:  \_\_\_\_\_  
401C1322DE014B1...

**JOAQUIN TORRES**  
**DIRECTOR**

ALEX SHERMANSONG

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_

Deputy City Attorney

## **CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its Recreation and Parks

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, Recreation and Parks ("Department"), a department of the City, seeks volunteer consulting services to help create a strategic plan for how "smart" technology can support San Francisco parks ("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, the Donor Services will be a team of 3-6 employees giving approximately 20% time to assist the department with this work over the course of 16 weeks;

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 January and June of 2020.

The Donor Services will be a team of 3-6 employees giving approximately 20% time to assist the department with this work over the course of 16 weeks. At the end of the Project, the Donor will provide Recreation and Parks with deliverables such as:

- Background research on peer cities and do stakeholder interviews to develop a comprehensive strategic plan that will:
  - Define what is a Smart Park

- Define principles for applying smart technologies in SF parks, playgrounds, and open spaces
- Define the most critical problems in SF RecPark that may benefit from smart technologies
- Develop a value based prioritization for selecting and implementing technologies
- Develop a set of smart parks initiatives that can be implemented
- Define measures of success, including equity and access
- Identify partnerships and funding strategies for implementation of Smart Parks
- Suggest the composition of the advisory board

Through selected user input and piloting to test a "straw man model" of the recommendations with stakeholders rather than engaging them in visioning sessions.

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 value of services is \$96,800.

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, to the maximum amount covered by Donor's insurance, from any and all acts, claims, omissions, liabilities and losses by whomever asserted resulting from personal injuries or property damage 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 to the maximum amount covered by Donor's insurance. 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 February 1, 2020. The term of this Agreement shall commence on the effective date, and shall end on June 30, 2020, 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 Recreation & Parks: Christine Nath: Christine.nath@sfgov.org

To Donor: Mary Kate: marykate@fuseproject.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.

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*[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.

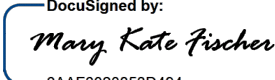
**CITY:** \_\_\_\_\_

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

**SF RECREATION & PARKS**

**FUSEPROJECT**

By: \_\_\_\_\_  
\_\_\_\_\_

By:   
\_\_\_\_\_

Print Name: Mary Kate Fischer  
\_\_\_\_\_

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

## **CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its Rent Board  
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, "Rent Board" ("department"), a department of the City, seeks volunteer consulting services to help address making rent board services more accessible to San Franciscans ("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, the Donor Services will be a team of 3-6 employees giving approximately 20% time to assist the department with this work over the course of 16 weeks;

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 January and June of 2020.

The Donor Services will be a team of 3-6 employees giving approximately 20% time to assist the department with this work over the course of 16 weeks. At the end of the Project, the Donor will provide Rent Board with deliverables such as: User-friendly content to explain the complex legal nuances for tenants and landlords in formats and mediums that are easily accessible through a thoughtful outreach campaign. Ideally the campaign will eventually be a multilingual digital education campaign.

The team would be responsible for doing user research to identify major questions from the Rent Board's target audiences, outline campaign objectives and determine how success will be measured.

The team should also identify the methods and channels for broad communication. The team would focus on creating practical educational content including developing creative concepts, text and script writing, and a distribution plan. The team would produce 1-3 proof of concept communications around a single content pillar, and a template on how to reproduce the work for additional identified content pillars. The final deliverable should also consider language accessibility as a criteria.

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 value of services 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.

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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 February 1, 2020. The term of this Agreement shall commence on the effective date, and shall end on June 30, 2020, 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 Rent Board: Robert Collins: [Robert.collins@sfgov.org](mailto:Robert.collins@sfgov.org)

To Donor: Joyce Chai: [joyce\\_chai@mckinsey.com](mailto:joyce_chai@mckinsey.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.

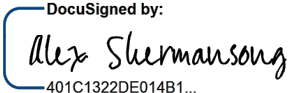
**CITY:** \_\_\_\_\_

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

**RENT BOARD**

**CIVIC CONSULTING USA**

By: \_\_\_\_\_

By:  \_\_\_\_\_  
401C1322DE014B1...

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

Print Name: Alex Shermansong \_\_\_\_\_

**Approved as to Form:**

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

## **CIVIC BRIDGE DONOR SERVICES AGREEMENT**

between the City and County of San Francisco acting by and through its Treasure Island Development Authority (“TIDA”)

and

M. Arthur Gensler Jr. & Associates, Inc. (“Gensler” or “Donor”)

### **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, Treasure Island Development Authority (“TIDA” or “Department”), a department of the City, seeks volunteer consulting services to help address improvements to the Treasure Island Development program (“the Project”); and

WHEREAS, 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 Services will be provided by a team of 3-6 employees giving approximately 20% of their work time to assist the department with this work over the course of 16 weeks;

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 January and June 2020. The value of the services is \$76,800.

Donor will provide consulting services which includes a study of potential location and massing alternatives for Healthright360 (HR360) replacement beds on Treasure Island. The consultant will analyze how the HR360 replacement facility should be programmed and designed on the designated site(s) (Parcels E2.3 and E2.4). See attached figure for the site reference.

The parties acknowledge and agree that deliverables provided under this agreement are subject to applicable public disclosure laws, including the City’s Sunshine Ordinance.

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 with the exception of any preexisting intellectual work product

incorporated into such work product and deliverable, all rights which are reserved by Donor. 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 other than as provided herein. 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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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.**

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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.

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 and Donor shall have no obligations relative 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.

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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 indemnify and hold harmless, but not defend pursuant Civil Code section 2782.8, 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 TIDA:        Robert Beck  
                    Treasure Island Director  
                    Treasure Island Development Authority  
                    One Avenue of the Palms, Suite 241  
                    San Francisco, CA 94130  
                    Office phone: 415-274-0662  
                    bob.beck@sfgov.org

To Donor:        Zoe Krizner  
                    zoe\_krizner@gensler.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.
12. **Standard of Care.** Donor will perform the Donor Services with the reasonable skill and care ordinarily provided by professionals practicing in the same discipline and locality under similar circumstances.
13. **Limitation of Liability.** Except for the indemnification obligations hereunder, the Department agrees that Donor's total liability arising out of or related to the Donor Services or this Agreement will not exceed the total compensation received by Donor pursuant to this Agreement or \$10,000, whichever is greater.
14. **Mutual Waiver of Consequential Damages.** The Parties hereby waive special, exemplary or consequential damages for claims or disputes arising out of or relating to this Agreement. The parties agree that this mutual waiver includes, but is not limited to, waiver of damages incurred by either party for loss of income, lost profit, financing costs, loss of business, or damage to reputation.

*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:** \_\_\_\_\_  
Treasure Island Development Authority

**DONOR:** \_\_\_\_\_  
M. Arthur Gensler Jr. & Associates, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_

By:  \_\_\_\_\_

Print Name:  
Robert P. Beck  
Treasure Island Director

Print Name:  
Barry Bourbon

In Process

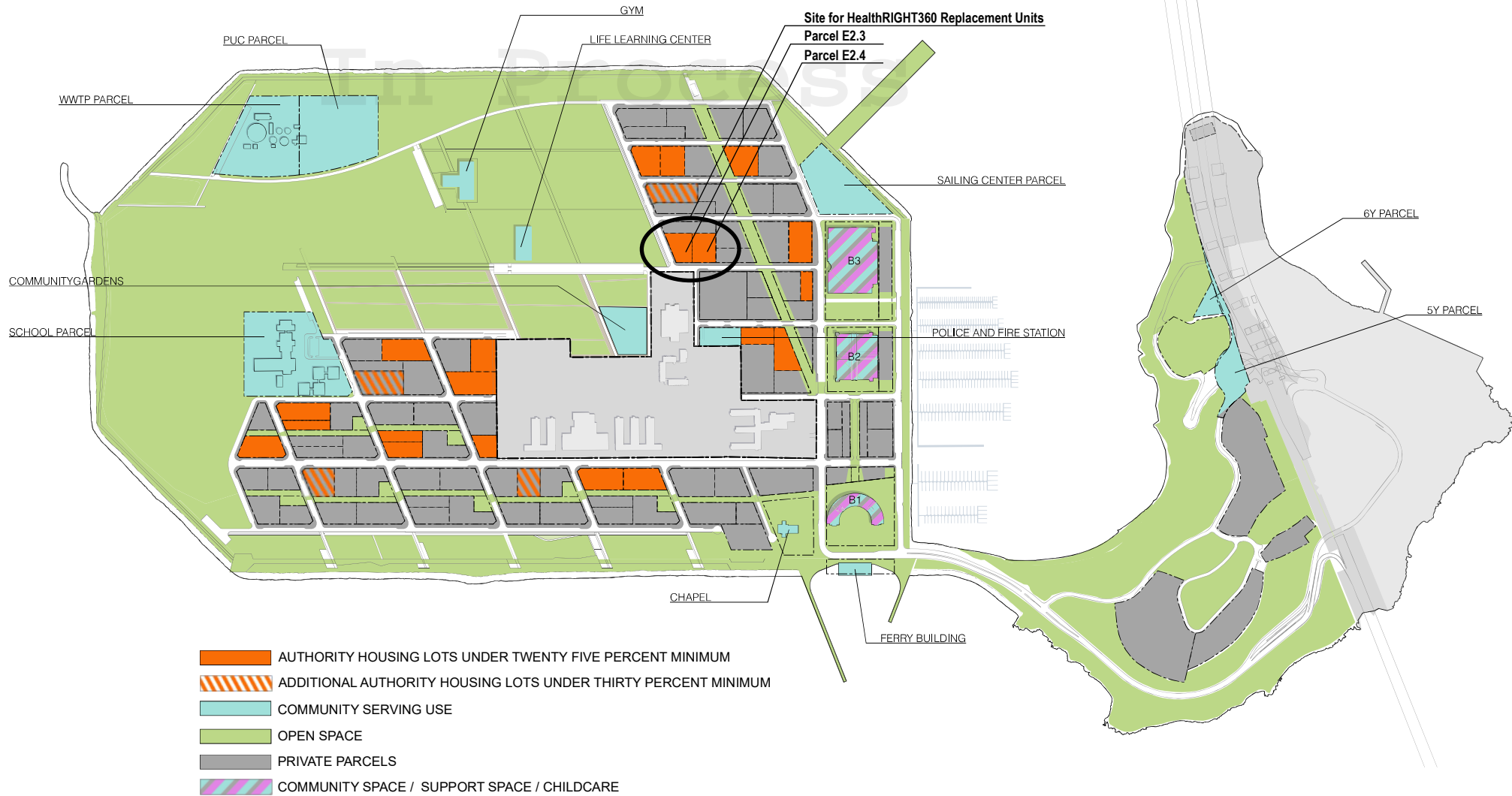
**APPROVED AS TO FORM:**

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Eileen Malley  
Deputy City Attorney



# EXHIBIT G (PUBLIC PROPERTY MAP)





**SAN FRANCISCO**  
**DEPARTMENT OF**  
**TECHNOLOGY**

**TO:** Angela Calvillo, Clerk of the Board of Supervisors

**FROM:** Brian Roberts, Dept. of Technology

**DATE:** June 9, 2020

**SUBJECT:** In-Kind Gift Acceptance Resolution

**GRANT TITLE:** In-Kind Gift of Services from various providers, Inc. through Civic Bridge Program

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Attached please find the original\* and 1 copy of each of the following:

- Proposed grant resolution; original\* signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application
- Grant award letter from funding agency
- Ethics Form 126 (if applicable)
- Contracts, Leases/Agreements (if applicable)
- Other (Explain): Donor Services Agreements

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name: Brian Roberts

Phone: 628-652-5161

Interoffice Mail Address: Dept. of Technology, 2<sup>nd</sup> Floor, 1 So. Van Ness Ave.

Certified copy required: Yes

No