

File No. 250144

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date March 19, 2025

Board of Supervisors Meeting Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|---|
| ☐ | ☐ | Motion |
| ☒ | ☐ | Resolution |
| ☐ | ☐ | Ordinance |
| ☐ | ☐ | Legislative Digest |
| ☐ | ☐ | Budget and Legislative Analyst Report |
| ☐ | ☐ | Youth Commission Report |
| ☐ | ☐ | Introduction Form |
| ☒ | ☐ | Department/Agency Cover Letter and/or Report |
| ☐ | ☐ | MOU |
| ☒ | ☐ | Grant Information Form |
| ☒ | ☐ | Grant Budget |
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| ☒ | ☐ | Contract/Agreement |
| | | • Draft Donor Service Agreement - ZS Associates |
| | | • Draft Donor Service Agreement - Adobe |
| ☐ | ☐ | Form 126 – Ethics Commission |
| ☒ | ☐ | Award Letters |
| | | • ZS Associates – MTA |
| | | • Adobe – LIB 1/22/2025 |
| ☒ | ☐ | Application |
| ☐ | ☐ | Public Correspondence |

OTHER (Use back side if additional space is needed)

☐	☐	_____
☐	☐	_____
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☐	☐	_____

Completed by: Brent Jalipa Date March 13, 2025

Completed by: Brent Jalipa Date _____

1 [Accept and Expend In-Kind Gift - Consulting Services - Various Providers - Valued at
2 \$337,920]

3 **Resolution authorizing the Mayor's Office, through the Mayor's Office of Innovation, to**
4 **accept in-kind gifts of consulting services from ZS Associates valued at \$168,960 and**
5 **Adobe valued at \$168,960 for a total value of \$337,920 from February 26, 2025, through**
6 **June 13, 2025, in connection with the Civic Bridge Program; and to authorize the**
7 **Mayor's Office of Innovation to enter into amendments or modifications to the donor**
8 **agreement that do not materially increase the obligations or liabilities to the City and**
9 **are necessary to effectuate the purposes of the donor agreement or this Resolution.**

10
11 WHEREAS, The Mayor's Office of Innovation (MOI) matches pro bono private sector
12 talent with departments of the City and County of San Francisco ("City") to address specific
13 policy or operational challenges facing those departments; and

14 WHEREAS, Under MOI's Civic Bridge program, departments identify service needs
15 that could benefit from innovative solutions, and are matched with private companies, non-
16 profit organizations, and individuals ("Partners") that can donate consulting services to help
17 departments on these needs; and

18 WHEREAS, The Partners will offer their consulting services free of charge in order to
19 help develop strategies and solutions to improve City service delivery; and

20 WHEREAS, For the 2025 cohort the following departments will receive the following
21 services from the Partners for the value of the in-kind services identified for each project:

- 22 • The San Francisco Municipal Transportation Agency (SFMTA) to receive
23 assistance from ZS Associates to develop a set of key performance metrics to
24
25

1 inform iterative development of SFMTA's public feedback process valued at
2 \$168,960; and

- 3 • The San Francisco Public Library (SFPL) to receive assistance from Adobe to
4 design an iterative impact assessment framework for SFPL's public programing
5 valued at \$168,960; and

6 WHEREAS, The Donor Agreements with the Partners to provide consulting services on
7 a volunteer basis to the City are on file with the Clerk of the Board of Supervisors in File
8 No. 250144; and

9 WHEREAS, The consulting services are valued at a total of \$337,920; and

10 WHEREAS, The City has an indemnification provision in all the donor agreements
11 which provides for mutual indemnification except for acts and omissions arising from the sole
12 negligence of the City or the donor; and

13 WHEREAS, The gifts do not require amendments to the Annual Salary Ordinance; and

14 WHEREAS, The Donor Agreements do not reimburse City for its indirect costs; now,
15 therefore, be it

16 RESOLVED, That the Board of Supervisors approves the in-kind gifts valued at
17 \$337,920 and hereby authorizes, through the Mayor's Office of Innovation to accept the in-
18 kind gifts of consulting services described above, substantially in the form of the donor
19 agreements on file with the Clerk of the Board of Supervisors, in File No. 250144, with such
20 changes or modifications, as may be acceptable to the Mayor and the City Attorney and which
21 do not materially increase the obligations and liabilities of the City or reduce the services to
22 the City; and, be it

23 FURTHER RESOLVED, That within thirty (30) days of the donor agreements being
24 fully executed by all parties, the Mayor's Office of Innovation shall provide a copy of the final
25 agreements to the Clerk of the Board for inclusion to the official file.

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Approved:

_____/s/_____

Office of the Mayor

Approved:

_____/s/_____

Office of the Controller

File Number: 250144
(Provided by Clerk of Board of Supervisors)

Grant Ordinance Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors ordinances 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: Mayor's Office of Innovation

3. Contact Person: Mathew Larson Telephone: 415-554-6591

4. Grant Approval Status (check one):

☒ [X] Approved by funding agency ☐ [] Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$337,920 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: 02/26/2025

End-Date: 06/13/2025

10. Number of new positions created and funded: NA

11. Explain the disposition of employees once the grant ends? NA

12. 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?

13. 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?

14. 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):

☒ Existing Site(s)	☐ Existing Structure(s)	☒ Existing Program(s) or Service(s)
☐ Rehabilitated Site(s)	☐ Rehabilitated Structure(s)	☐ New Program(s) or Service(s)
☐ New Site(s)	☐ 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:

Please consult with the [Mayor's Office on Disability](#) for training support for the consultants related to items 14(1,2) above.

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

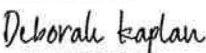
Deborah Kaplan

(Name)

Deputy Director for Programmatic Access

(Title)

Date Reviewed: February 3, 2025 | 9:11 AM PST

DocuSigned by:

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Benjamin McCloskey

(Name)

Deputy Director - Finance and Administration

(Title)

Date Reviewed: February 1, 2025 | 9:13 AM PST

(Signature Required)

Signed by:

3FD729FEA363499...

Civic Bridge 2025: Partner Project Selection

The San Francisco Mayor's Office of Innovation is excited to launch our Civic Bridge 2025 civic challenges!

As you may know, Civic Bridge recruits private sector employees to volunteer their time to work alongside City staff on critical City issues, over the course of 16 weeks at 20% time. You can learn more about the program [here](#).

VOTING DEADLINE: BY FRIDAY, DEC 20, please submit your top three project choices.

You can review this cohort's civic challenges [here](#).

As you make your project selections, keep in mind the types of expertise you think you could recruit as well as which projects might spark the most interest from employees. Please note that for equity purposes, companies will not be able to participate in future downstream opportunities stemming from their matched project.

Email mathew.larson@sfgov.org if you would like a phone call to discuss any projects or your company's participation.

Once we receive preferences from all our interested partners, we will do our best to pair you with one of the three projects you indicated. We will communicate matches by Monday, December 23.

PROGRAM TIMELINE:

- Project Voting (top three choices) | Dec 20
- Pro bono Partners Selected | Dec 23
- Pro bono Volunteer Recruitment | Dec 23 to Feb 17
- Civic Bridge 16-week program | Feb 26 - June 13

Name *

Amy Meng

Email *

ameng@usdigitalresponse.org

Your organization *

U.S. Digital Response

Please rank your top 3 projects: *

	First choice	Second choice	Third choice	N/A
Project 1: SF Public Library Designing a feedback and impact assessment framework to guide SFPL programing	☐	☐	☐	☒
Project 2: Planning + OEWD Developing a Tracking System for Development Agreements	☐	☐	☐	☒
Project 3: DS Optimizing Google Analytics for SF.gov	☒	☐	☐	☐
Project 4: SFMTA Establishing Metrics for Community Outreach Programs	☐	☐	☐	☒
Project 5: OEWD Developing a Collaborative Strategy for Revitalizing San Francisco's Theater District	☐	☐	☐	☒
Project 6: SFO Developing a Evaluation Framework for a Multilingual Generative AI Assistant to Enhance SFO's Guest Services	☐	☐	☐	☒

Project 7: SFO |

Optimizing SFO's
Social Impact
Website for
Community
Engagement and
Accessibility
Accessibility



Please share any additional comments below.

This content is neither created nor endorsed by Google.

Google Forms

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- Civic Bridge 16-week program | Feb 26 - June 13

Name *

Alex Jahier

Email *

ajahier@adobe.com

Your organization *

Adobe

Please rank your top 3 projects: *

	First choice	Second choice	Third choice	N/A
Project 1: SF Public Library Designing a feedback and impact assessment framework to guide SFPL programing	☒	☐	☐	☐
Project 2: Planning + OEWD Developing a Tracking System for Development Agreements	☐	☐	☐	☒
Project 3: DS Optimizing Google Analytics for SF.gov	☐	☐	☐	☒
Project 4: SFMTA Establishing Metrics for Community Outreach Programs	☐	☐	☐	☒
Project 5: OEWD Developing a Collaborative Strategy for Revitalizing San Francisco's Theater District	☐	☐	☐	☒
Project 6: SFO Developing a Evaluation Framework for a Multilingual Generative AI Assistant to Enhance SFO's Guest Services	☐	☐	☒	☐

Project 7: SFO |

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☐

☒

☐

☐

Please share any additional comments below.

I am confident that we would be able to successfully recruit for my first and second choice, but if assigned our third option it may be difficult to recruit employees with the skills and time commitment to participate.

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Google Forms

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As you make your project selections, keep in mind the types of expertise you think you could recruit as well as which projects might spark the most interest from employees. Please note that for equity purposes, companies will not be able to participate in future downstream opportunities stemming from their matched project.

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- Project Voting (top three choices) | Dec 20
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- Civic Bridge 16-week program | Feb 26 - June 13

Name *

Josh & Ivy

Email *

ivy.lei@zs.com joshua.tran@zs.com

Your organization *

ZS

Please rank your top 3 projects: *

	First choice	Second choice	Third choice	N/A
Project 1: SF Public Library Designing a feedback and impact assessment framework to guide SFPL programing	☒	☐	☐	☐
Project 2: Planning + OEWD Developing a Tracking System for Development Agreements	☐	☐	☐	☒
Project 3: DS Optimizing Google Analytics for SF.gov	☐	☐	☐	☒
Project 4: SFMTA Establishing Metrics for Community Outreach Programs	☐	☒	☐	☐
Project 5: OEWD Developing a Collaborative Strategy for Revitalizing San Francisco's Theater District	☐	☐	☐	☒
Project 6: SFO Developing a Evaluation Framework for a Multilingual Generative AI Assistant to Enhance SFO's Guest Services	☐	☐	☐	☒

Project 7: SFO |

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Please share any additional comments below.

Thank you for your consideration - excited to potentially work together!!

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To Whom It May Concern,

ZS Associates is pleased to offer its in-kind services to the San Francisco Municipal Transportation Agency (SFMTA) through the Civic Bridge program, to support SFMTA's efforts to develop performance metrics for the SFMTA's Public Outreach and Engagement Team Strategy (POETS).

Civic Bridge is a pro-bono partnership program of the Mayor's Office of Innovation where teams of private sector employees leverage their professional skills and expertise to work on critical civic challenges for departments of the City & County of San Francisco (City). During the partnership engagement, teams of public and private volunteers work collaboratively to deliver real solutions that help make the San Francisco government more collaborative, inventive, and responsive to San Franciscans.

As a prior participant in the Program, ZS Associates is excited about the opportunity to propose to donate its services to support SFMTA's efforts to measure and evaluate the impact of its strategic outreach work. Through this Project, ZS Associates proposes to develop a POETS evaluation methodology, identify a set of performance metrics in service of measuring POETS impact, and identifying a set of possible data sources to inform baseline impact measures for SFMTA's public engagement loop. With our staff's key performance indicator development, data analysis, and strategic planning, we think ZS Associates is an excellent partner for this project.

Please accept this letter of intent for planning purposes. This in-kind donation will be memorialized through a Civic Bridge Donor Services Agreement directly with SFMTA. The value of this commitment is up to \$168,960 for the estimated cost of up to 6 volunteers, working up to 8 hours per week over the program's 16-week timeline. The \$220 per-hour valuation for each volunteer is based upon the Taproot Foundation's average hourly value of pro bono service. This work will last for a 16-week period, beginning no sooner than February 24.

We look forward to the continued collaboration and partnership with the City.

Sincerely

A handwritten signature in black ink, appearing to read "N K Hamilton".

Nicolle Hamilton
Principal

ZS Associates
611 Gateway Blvd 10th Floor, South San Francisco, CA 94080



345 Park Avenue, San Jose, CA 95110

CW2716673

To Whom It May Concern,

Adobe is pleased to offer its in-kind services to San Francisco's Public Library ("SF Public Library") through the Civic Bridge program (the "Program"), to support the SF Public Library's efforts to design a feedback and impact assessment framework for its public programming.

Civic Bridge is a pro-bono partnership program of the Mayor's Office of Innovation where teams of private sector employees leverage their professional skills and expertise to work on critical civic challenges for departments of the City & County of San Francisco (City). During the partnership engagement, teams of public and private volunteers work collaboratively to deliver real solutions that help make the San Francisco government more collaborative, inventive, and responsive to San Franciscans.

As a prior participant in the Program, Adobe is excited about the opportunity to propose to donate its services to support SF Public Library's assessment of its public programming (the "Project"). Through this Project, Adobe will develop a cohesive feedback and impact assessment framework for SF Public Library, which could include a set of feedback tools, key performance metrics to measure tangible outcomes, reusable templates, and implementation guidelines. With our staff's impact metric development, operations/logistics, and user research and service design expertise, we think Adobe is an excellent partner for this project.

Please accept this letter of intent for planning purposes. This in-kind donation will be memorialized through a Civic Bridge Donor Services Agreement directly with the SF Public Library. The value of this commitment is up to \$168,960 for the estimated cost of up to 6 volunteers, working up to 8 hours per week over the Project's 16-week timeline. The \$220 per-hour valuation for each volunteer is based upon the Taproot Foundation's average hourly value of pro bono service. This work will last for a 16-week period, beginning no sooner than February 24, 2025.

We look forward to the continued collaboration and partnership with the City.

Sincerely

Erika Redman

Director, Global Strategic Sourcing

Erika Redman

01/22/2025

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its San Francisco
Municipal Transportation Agency

and

ZS Associates, INC.

RECITALS

WHEREAS, The Civic Bridge Program, a 16-week program that is an initiative of the San Francisco Mayor's Office of 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, San Francisco Municipal Transportation Agency ("Department"), a department of the City, seeks volunteer consulting services to develop a set of key performance metrics to inform iterative development of SFMTA's public feedback process ("the Project"); and

WHEREAS, ZS Associates, Inc. ("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 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 February 26, 2025 and June 13, 2025. The monetary value of the free consulting services donation is \$168,960.

The Donor Services will be a team of 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 with a journey map of the Public Engagement Feedback Loop to understand key public engagement milestones, supporting key performance metrics for each milestone, and a recommendation on how to approach measuring the metrics over time to inform iterative development of the program. The parties acknowledge and agree that

deliverables provided under this agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

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. "Donor Intellectual Capital" shall mean all methodologies, procedures, management tools, workshops, manuals, software, macros, templates, data files, survey ideas, inventions, know-how, and all intellectual property rights therein and other intellectual capital that Donor has used, developed, created or acquired (including the right to license third-party software to its clients) prior to or independent of performing the Donor Services under this Agreement or in the course of providing such Donor Services hereunder unless specifically agreed upon as a deliverable. Upon delivery of any deliverables hereunder, Donor hereby grants to Client a limited non-exclusive, non-transferable (except to affiliates or successors), royalty-free, perpetual, worldwide irrevocable license to use such Donor Intellectual Capital in connection with its use of the deliverables.

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.

In the performance of Donor Services, the City or Department may have access to Donor's proprietary or confidential information, the disclosure of which to third parties may damage Donor. All confidential information received from Donor

should be marked "confidential."

The receiving party may make disclosures to the extent required by law or court order provided the receiving party promptly notifies the disclosing party in writing about such disclosure requirement.

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 individual; the provision of health care to an individual; and (ii) that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, 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). If 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 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 26, 2025. The term of this Agreement shall commence on the effective date, and shall end on June 13, 2025, 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: Deanna Desedas, Deanna.Desedas@sfmta.com, 1 South Van Ness Avenue, 3rd floor, San Francisco, CA 94103

To Donor: Jordi Casanovas, Jordi.casanovas@zs.com, 611 Gateway Boulevard, Suite 1000, South San Francisco, California 94080 USA

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. **Cooperation.** Donor, City, and Department acknowledge and agree that successful completion of services under the Agreement will require each party's full and mutual good faith cooperation. Any tasks to be performed by City or

Department personnel shall be performed by such personnel. In addition, City and Department agree to provide such services, equipment, software and support as are City or Department's responsibility. City and Department are responsible for providing information that is complete, accurate and prompt, and City or Department's reviews of Donor work shall be timely and shall be performed by personnel fully familiar with the City's or Department's business and requirements. The decision to implement any or all of Donor's recommendations shall be the responsibility of the City or Department.

12. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.
13. **Limitation of Liability.** The parties' liability under this agreement shall be limited to the monetary value of the donation which is \$168,960.

[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: _____

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

By: _____

Print
Name: _____

Print
Title: _____

DONOR: _____

ZS ASSOCIATES, INC.

By: _____

Print
Name: _____

Approved as to Form:
David Chiu
City Attorney

By: _____

Annie Smiddy
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through the San Francisco
Public Library

and

Adobe

RECITALS

WHEREAS, The Civic Bridge Program, a 16-week program that is an initiative of the San Francisco Mayor's Office of 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, the San Francisco Public Library("Department"), a department of the City, seeks volunteer consulting services to design an iterative impact assessment framework for Department's public programing ("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 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 February 26, 2025 and June 13, 2025. The monetary value of the free consulting services donation is \$168,960.

The Donor Services will be a team of 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 with cohesive feedback and impact assessment framework for Public Library programing, including: feedback tools, impact metrics, templates, and implementation guides including (collectively, "Deliverables").

All rights relating to copyright, patent, trade secret, trademark and any other intellectual property or proprietary rights ("Intellectual Property Rights") in the

Deliverables owned by Donor prior to providing the Services remain solely with Donor ("Donor Pre-Existing Property"). All Intellectual Property Rights owned by City prior to Donor providing the Services remain solely with City ("City Pre-Existing Property").

Each party retains all right, title and interest in and to all information and data it provides to the other party in furtherance of the Project. The receiving party is authorized to have access to and make use of the other party's data solely to the extent necessary for performance of the Services under this Agreement.

With respect to any Intellectual Property Rights in the Deliverables or other work product jointly created by Donor and City under or pursuant to this Agreement ("Jointly-Developed Property"), any patent rights and/or trade secrets contained in the Jointly-Developed Property are owned by City. To the extent that City owns any patent rights and/or trade secrets in the Jointly-Developed Property, City hereby assigns all such rights to Donor, excluding City Pre-Existing Property.

Donor may retain and use copies of the work product and Deliverables for reference and as documentation of the volunteer 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 individual; the provision of health care to an individual; and (ii) that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, 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). If 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 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 26, 2025. The term of this Agreement shall commence on the effective date, and shall end on June 13,

2025, 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: Michelle Jeffers, michelle.jeffers@sfpl.org, 100 Larkin St, San Francisco, CA 94102

To Donor: Alex Jahier, ajahier@adobe.com, 601 Townsend St, San Francisco, CA 94103

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

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

SAN FRANCISCO PUBLIC LIBRARY

By: _____

Print
Name: _____

Print
Title: _____

DONOR: _____

ADOBE INC.

By: _____

Print
Name: _____

Approved as to Form:
David Chiu
City Attorney

By: _____

Jen Huber
Deputy City Attorney

2025 Civic Bridge Projects							
Dept	Partner	Description	Staff	Hourly Rate	Hours/staff	Total Hours	Total FMV
San Francisco Municipal Transportation Agency (SFMTA)	ZS Associates	Develop a set of key performance metrics to inform iterative development of SFMTA's public feedback process	6	\$220	128	768	\$168,960
San Francisco Public Library (SFPL)	Adobe	Design an iterative impact assessment framework for SFPL's public programming	6	\$220	128	768	\$168,960
							\$337,920
				*\$220 based on the Taproot rate			

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mathew Larson, Mayor's Office

DATE: 02/04/2025

SUBJECT: In-Kind Gift Acceptance Resolution

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

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

X Proposed grant resolution; original* signed by Department, Mayor, Controller

X Grant information form, including disability checklist

~~X~~ Grant budget

~~X~~ Grant application

X Grant award letter from funding agency

~~N/A~~ Ethics Form 126 (if applicable)

~~N/A~~ Contracts, Leases/Agreements (if applicable)

X Other (Explain): Donor Services Agreements

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Mathew Larson

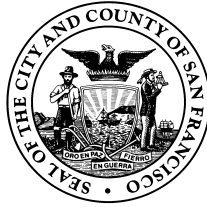
E-mail: Mathew.larson@sfgov.org

Interoffice Mail Address: Mayor's Office, Room 496, 1 Dr Carlton B Goodlett Pl

Certified copy required: Yes

No

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Accept and Expend In-Kind Gift - Consulting Services - Various Providers - Valued at \$337,920
DATE: February 11, 2025

Resolution authorizing the Mayor's Office, through the Mayor's Office of Innovation, to accept an in-kind gift of consulting services valued at \$337,920 from various providers from February 26 – June 13, 2025, in connection with the Civic Bridge Program.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org