

File No. 220091

Committee Item No. 2

Board Item No. 10

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date March 9, 2022

Board of Supervisors Meeting Date March 15, 2022

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <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 checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - DCYF and Adobe 4/19/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - ASR and Mapbox 9/20/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt -HSA/DAAS and ZS Associates 9/20/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - DEM and Mapbox 9/20/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - DHR and Adobe 9/20/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - POL and Accenture 4/19/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - HRC and Accenture 9/20/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - HSH and Zendesk 4/19/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - OCA and Zendesk 4/19/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - DCYF and Salesforce 4/19/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - OEWD and Harvard Business School</u>
<u>3/1/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - OEWD and Salesforce 10/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - HRC/ORE and Adobe 9/20/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - MTA and ZS Associates 4/19/21</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Civic Bridge Donor Agrmt - DHR and Zendesk 9/20/21</u> |

Completed by: Brent Jalipa Date March 4, 2022

Completed by: Brent Jalipa Date March 10, 2022

1 [Accept and Expend In-Kind Gift - Retroactive - Consulting Services - Various Providers -
2 Valued at \$1,490,720]

3 **Resolution retroactively authorizing the Department of Technology, through its Office**
4 **of Civic Innovation’s Civic Bridge program, to accept an in-kind gift of consulting**
5 **services valued at \$1,490,720 from various providers from March 2021 to February**
6 **2022.**

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

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

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

18 WHEREAS, For 2021, over the course of a Spring and Fall cohorts the following
19 departments received the following services from the Partners for the value of the in-kind
20 services identified for each project:

- 21 • Assessor-Recorder received from Mapbox an analysis of new construction
22 assessment data and peer review of other assessor’s offices worth \$99,840;
- 23 • Department of Children Youth and Families (DCYF) received assistance from
24 Adobe for developing a strategy for a more effective resident feedback loop and
25

- 1 recommendations for redesign of the Community Needs Assessment portion of
2 the Department website worth \$62,400;
- 3 • DCYF received from Salesforce a needs analysis and a communications
4 strategy, content calendar, and partner engagement tracker and toolkit to
5 promote awareness of children's rights at a value of \$97,500;
 - 6 • The Office of Contract Administration (OCA) received assistance from Zendesk
7 in developing a strategic plan worth \$99,840;
 - 8 • The Department of Emergency Management received from Mapbox assistance
9 in transitioning the City's Emergency Shelter Database to a user friendly
10 platform with enhanced functionality worth Mapbox \$99,840;
 - 11 • Homelessness and Supportive Housing (HSH) received assistance from
12 Zendesk in helping produce an educational awareness campaign to educate
13 San Franciscans about the crisis of homelessness and the solutions worth
14 \$99,840;
 - 15 • The Department Human Resources (DHR) received from Adobe assistance in
16 developing user friendly tools to better support City employees who are new
17 parents locate appropriate benefits worth \$62,400;
 - 18 • DHR received from Zendesk user research and recommendations for improving
19 the City's job applicant experience worth \$99,840;
 - 20 • The Human Rights Commission (HRC) received assistance from Accenture in
21 measuring the impact of the Dream Keeper Initiative for San Francisco's Black
22 communities by supporting development of a public facing Dream Keeper
23 Initiative dashboard that captures the impact of the initiative worth \$99,840;
- 24
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- 1 • The Human Services Agency received assistance from ZS Associates in
2 creating an outreach plan to better connect older people and adults with
3 disabilities to City services \$99,840;
- 4 • Municipal Transportation Agency (MTA) received assistance from ZS Associates
5 with development of the data design and structure for data submitted by
6 Transportation Network Companies worth \$99,840;
- 7 • The Office of Economic and Workforce Development (OEWD) received
8 assistance from Harvard Business School (HBS) Community Partners in
9 creating a small business service framework that will inform the OEWD's
10 approach toward supporting the sector's economic recovery and building a
11 strong foundation for equitable growth after the COVID-19 pandemic worth
12 \$124,800;
- 13 • OEWD received from Salesforce assistance in developing a branding and
14 marketing strategy to better communicate economic and workforce development
15 services to San Franciscans \$97,500;
- 16 • The Human Rights Commission's Office of Racial Equity will receive from Adobe
17 assistance in designing and building the City's first citywide Racial Equity Index
18 worth \$62,400;
- 19 • The Police Department received from Accenture LLP assistance in developing
20 its strategic plan worth \$185,000; and

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1 WHEREAS, The Donor Agreements with the Partners to provide consulting services on
2 a volunteer basis to the City are on file with the Clerk of the Board of Supervisors in File
3 No. 220091; and

4 WHEREAS, The consulting services are valued at a total of \$1,490,720; and

5 WHEREAS, The City has an indemnification provision in all of the donor agreements
6 which provides for mutual indemnification with the exception of acts and omissions arising
7 from the sole negligence of the City or the donor; and

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

10 RESOLVED, That the Board of Supervisors retroactively approves the in-kind gifts
11 valued at \$1,490,720 and hereby authorizes, through the Department of Technology Office of
12 Civic Innovation to accept the in-kind gifts of consulting services described above,
13 substantially in the form of the donor agreements on file with the Clerk of the Board of
14 Supervisors, in File No. 220091, with such changes or modifications, as may be acceptable to
15 the Director of the Department of Technology and the City Attorney and which do not
16 materially increase the obligations and liabilities of the City or reduce the services to the City;
17 and, be it

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

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Recommended:

/s/
Linda Gerull
Chief Information Officer
Executive Director,
Department of Technology

Approved:

/s/
Office of the Mayor

Approved:

/s/
Office of the Controller

File Number: 220091
(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: 415-902-4408
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$1,490,720 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, retroactively.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: 03/01/2021 End-Date: 02/28/2022
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:

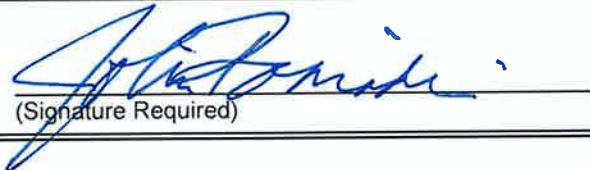
Due to the reach of this agreement across members of the public awardees should contact the Mayor's Office on Disability for guidance on achieving 14(1) and 14(2) above. All public meetings should also be accessible, as appropriate. See: <https://sfgov.org/mod/planning-accessible-events>

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

John Romaidis
(Name)

Acting Director, Mayor's Office on Disability
(Title)

Date Reviewed: 12/3/2021


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Linda Gerull
(Name)

City CIO, Executive Director
(Title)

Date Reviewed: 12/13/2021


(Signature Required)

Deptment	Partner	Cohort	Description	Staff	Hourly Rate	Hours/Staff	Total Hours	Total FMV	Notes	Service Period
DCYF	Adobe	Spring 2021	Develop strategy for a more effective resident feedback loop and recommendations for redesign of the Community Needs Assessment	4	\$ 195	80	320	\$ 62,400	1,490,720	
DCYF	Salesforce	Spring 2021	Conduct a needs analysis and develop a communications strategy, content calendar, and partner engagement tracker and toolkit to promote awareness of children's rights	4	\$ 195	125	500	\$ 97,500		Apr 2021 - Aug 2021
OCA	Zendesk	Spring 2021	Develop a strategic plan	4	\$ 195	128	512	\$ 99,840		Apr 2021 - Aug 2021
OEWD	HBS Community	Spring 2021	Create a small business service framework that will inform the OEWD's approach toward supporting the sector's economic recovery and build a strong foundation for equitable growth after the COVID-19 pandemic	5	\$ 195	128	640	\$ 124,800		Apr 2021 - Aug 2021
HSB	Zendesk	Spring 2021	Produce an educational awareness campaign to educate San Franciscans about the crisis of homelessness and the solutions	4	\$ 195	128	512	\$ 99,840		Mar 2021 - Jun 2021
MTA	ZS Associates	Spring 2021	Develop data design and structure for data submitted by Transportation Network Companies	4	\$ 195	128	512	\$ 99,840		Apr 2021 - Aug 2021
POL	Accenture	Spring 2021	Develop a strategic plan	6	\$ 195	160	960	\$ 185,000	rounded	Apr 2021 - Aug 2021
ASR	Mapbox	Fall 2021	Received from Mapbox an analysis of new construction assessment data and peer review of other assessor's offices	4	\$ 195	128	512	\$ 99,840		Apr 2021 - Aug 2021
DEM	Mapbox	Fall 2021	Received from Mapbox assistance in transitioning the City's Emergency Shelter Database to a user friendly platform with enhanced functionality	4	\$ 195	128	512	\$ 99,840		Sep 2021 - Jan 2022
DHR	Adobe	Fall 2021	Develop user friendly tools to better support City employees who are new parents locate appropriate benefits	4	\$ 195	80	320	\$ 62,400		Sep 2021 - Jan 2022
DHR	Zendesk	Fall 2021	Received from Zendesk user research and recommendations for improving the City's job applicant experience	4	\$ 195	128	512	\$ 99,840		Sep 2021 - Jan 2022
HRC	Accenture	Fall 2021	Received assistance from Accenture in measuring the impact of the Dream Keeper Initiative for San Francisco's Black communities by supporting development of a public facing Dream Keeper Initiative dashboard that captures the impact of the initiative	4	\$ 195	128	512	\$ 99,840		Sep 2021 - Jan 2022
HSA	ZS Associates	Fall 2021	Create an outreach plan to better connect older people and adults with disabilities to City services	4	\$ 195	128	512	\$ 99,840		Sep 2021 - Jan 2022
OEWD	Salesforce	Fall 2021	Develop a branding and marketing strategy to better communicate economic and workforce development services to San Franciscans	4	\$ 195	125	500	\$ 97,500		Sep 2021 - Jan 2022
ORE	Adobe	Fall 2021	Designing and build the City's first citywide Racial Equity Index	4	\$ 195	80	320	\$ 62,400		Oct 2021 - Feb 2022
										Sep 2021 - Jan 2022

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Department of Children, Youth and Their Families

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, the Department of Children, Youth and Their Families ("Department"), a department of the City, seeks volunteer consulting services to help effectively communicate services to San Francisco youth and their families ("the Project"); and

WHEREAS, Adobe 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 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 April of 2021 and August of 2021. The monetary value of the donation is \$62,400.

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 with updated content to the existing City communications style guide to support City Departments as to how to communicate to transgender and gender nonconforming (TGNC) community about City services, and to provide a set of recommendations on how

OTI can make a City service more accessible to the TGNC community ("Deliverables"). The parties acknowledge and agree that deliverables provided under this agreement may be subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

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").

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.

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.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services, but in any event will comply with the terms of this agreement. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City.

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 for the purposes of the Project 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.

The City will not disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall not have access to such information.

During the Project, either party may have access to the other party's proprietary or confidential information, the disclosure of which to third parties may damage the disclosing party. If a party discloses proprietary or confidential information to the other party, such information must be held by the receiving party in confidence and used only in performing the Agreement. The receiving party 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. For the purposes of this section, confidential information means non-public or proprietary information about a disclosing party's business related to technical, commercial, financial, employee, or planning information that is disclosed by the disclosing party to the other party in connection with this Agreement, and (A) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) is not identified as confidential at the time of disclosure, but is by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential. Any Donor technology and will be deemed confidential information of Donor without any marking or further designation. Confidential information does not include

information that: (1) has become public knowledge through no fault of the receiving party; (2) was known to the receiving party, free of any confidentiality obligations, before its disclosure by the disclosing party; (3) becomes known to the receiving party, free of any confidentiality obligations, from a source other than the disclosing party; or (4) is independently developed by the receiving party without use of 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 and the Donor.

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).

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 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 April 19 2021. The term of this Agreement shall commence on the effective date, and shall end on August 6 2021, 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: Aumijo Gomes; aumijo.gomes@dcyf.org; 1390 Market St, San Francisco, CA 94102

To Donor: Ashley Rhodes; asrobert@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.

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: _____

DEPARTMENT OF CHILDREN, YOUTH
AND THEIR FAMILIES

ADOBE INC.

By: *Aumijo Gomes*
Aumijo Gomes (Apr 5, 2021 06:51 PDT)

By: *Joshua Felt*
Joshua Felt (Apr 15, 2021 08:28 MDT)

Aumijo Gomes

Print Name: Joshua Felt

Deputy Director, Strategic Initiatives and
Operations

Approved as to Form:

Dennis J. Herrera
City Attorney

By: *David K. Ries*
David K. Ries (Apr 15, 2021 05:58 PDT)

David Ries
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Office of the Assessor-Recorder

and

Mapbox

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, the Office of the Assessor-Recorder ("Department"), a department of the City, seeks volunteer consulting services to help address understand issues of racial equity in real property assessment in San Francisco ("the Project"); and

WHEREAS, Mapbox ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services");

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. The amount of time corresponding to such percentage shall be determined solely by Donor; and

WHEREAS the employees may utilize the Donor's property, services, mapping platform and/or software (the "Platform") in performing the volunteer consulting services.

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 September of 2021 and January of 2022. The monetary value of the donation is \$99,840.

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 (the

“No-Cost Donation”). The amount of time corresponding to such percentage of employee time shall be determined solely by Donor. At the end of the Project, the Donor will provide the Department with an analysis of new construction assessment data and peer review of other assessor’s offices (the “Deliverables”). The parties acknowledge and agree that Deliverables provided under this agreement, excluding Background IP (as defined below), are subject to applicable public disclosure laws, including the City’s Sunshine Ordinance. Due to the nature of the No Cost-donation Mapbox does not guarantee that any specific Deliverables will be delivered to City prior to or at the conclusion of the Project, even if specific deliverables, results or goals are present in this Agreement or in any document related to this Agreement. Donor makes no guarantee as to the function, quality or usefulness of the Deliverables.

Unless specifically agreed upon in advance by Department, all 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. Notwithstanding and superseding anything to the contrary in this Agreement, each party retains title to all intellectual property rights owned or possessed by it or any of its affiliates prior to or independent of performance of this Agreement and used by it in fulfilling its obligations under this Agreement, as well as any modifications or improvements made thereto in the course of performing this Agreement (“Background IP”). Any maps, reports, displays, diagrams, surveys, figures, artwork or other any other visualizations created using the Donor’s Platform or Background IP are considered Background IP of the Donor and remain property of the Donor. The donor’s Platform shall be considered Donor’s background IP. The Deliverables shall not include any Background IP of the Donor.

Optionally, City may create a free account on the Donor’s Platform and may use the Platform to create maps or visualizations of the Deliverables. Use of the Platform using a free account by the City is subject to the click-through terms presented when signing up for a free account. Any such click-through terms, and the licenses presented on maps generated using Donor’s Platform, shall not be amended or superseded by this Agreement.

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 will ensure that their staff who have access to

the Confidential Information are informed of its confidential nature and are required to abide by confidentiality obligations at least as restrictive as this 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.

Donor or its staff shall not release or disseminate: (i) confidential information provided by the Department, (ii) project deliverables, or (iii) information on project findings, without prior written consent by the Department.

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 gross negligence 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 September 20 2021. The term of this Agreement shall commence on the effective date, and shall end on January 21 2022, 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: Simone Jacques; simone.jacques@sfgov.org; 1 Dr Carlton B Goodlett Place #190, San Francisco, CA 94102

To Donor: Marena Brinkhurst; marena.brinkhurst@mapbox.com; 50 Beale St Floor 9, San Francisco, CA 94105

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.

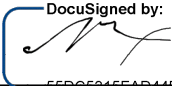
CITY: _____

DONOR: _____

OFFICE OF THE ASSESSOR-
RECORDER

MAPBOX

By: 
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By: 
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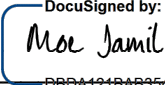
Print Name: Joaquin Torres

Print Name: Melissa Nixon

Print Title: Assessor

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
BDDA121B4B35446...

Print Name: Moe Jamil
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its San Francisco Human Services Agency, Department of Disability and Aging Services

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 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, the San Francisco Human Services Agency ("Department"), a department of the City, seeks volunteer consulting services to help create an outreach plan to better connect older people and adults with disabilities to City services ("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 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 September of 2021 and January of 2022. The monetary value of the donation is \$99,840.

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 with an outreach plan and strategic messaging framework. 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 and delivered to Department by Donor under this Agreement (excluding Donor Intellectual Capital) 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." If Donor discloses proprietary or confidential information to City or Department, such information must be held by City or Department in confidence and only used in performing the Agreement. City or Department 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 SFMTA's Chief Technology 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 September 20, 2021. The term of this Agreement shall commence on the effective date, and shall end on January 21, 2022, 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: Kate Shadoan, kate.shadoan@sfgov.org, 1650 Mission St, San Francisco, CA 94103

To Donor: Judith Kulich, judith.kulich@zs.com, 400 South El Camino Real, Suite 1500, San Mateo, CA 94402 – with copy to ZS Associates, Inc., 1560 Sherman Avenue, Suite 800, Evanston, IL 60201, Attn: Legal

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. If U.S. mail is used, the sender must notify all parties by e-mail that a letter has been sent.

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 \$99,840.

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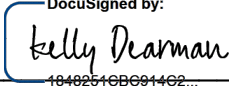
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY: _____

DONOR: _____

SAN FRANCISCO HUMAN SERVICES
AGENCY

ZS ASSOCIATES, INC.

By:  _____
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By:  _____
6DD00D1F100340C...

Name: Kelly Dearman _____


Name: Judith Kulich _____

Title: Executive Director _____

Title: Principal _____
ZS Issue ID: 21c-120405

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  _____
EFF4B6C6BE4244A...

Name: David Ries _____

Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Department of
Emergency Management

and

Mapbox

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, the Department of Emergency ("Department"), a department of the City, seeks volunteer consulting services to help transition the City's Emergency Shelter Database to a user friendly platform ("the Project"); and

WHEREAS, Mapbox ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services");

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. The amount of time corresponding to such percentage shall be determined solely by Donor; and

WHEREAS the employees may utilize the Donor's property, services, mapping platform and/or software (the "Platform") in performing the volunteer consulting services.

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 September of 2021 and January of 2022. The monetary value of the donation is \$99,840.

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 (the

“No-Cost Donation”). The amount of time corresponding to such percentage of employee time shall be determined solely by Donor. At the end of the Project, the Donor will provide the Department with a user-friendly database of emergency shelters and resources (the “Deliverables”). The parties acknowledge and agree that Deliverables provided under this agreement, excluding Background IP (as defined below), are subject to applicable public disclosure laws, including the City’s Sunshine Ordinance. Due to the nature of the No Cost-donation Mapbox does not guarantee that any specific Deliverables will be delivered to City prior to or at the conclusion of the Project, even if specific deliverables, results or goals are present in this Agreement or in any document related to this Agreement. Donor makes no guarantee as to the function, quality or usefulness of the Deliverables.

Unless specifically agreed upon in advance by Department, all 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. Notwithstanding and superseding anything to the contrary in this Agreement, each party retains title to all intellectual property rights owned or possessed by it or any of its affiliates prior to or independent of performance of this Agreement and used by it in fulfilling its obligations under this Agreement, as well as any modifications or improvements made thereto in the course of performing this Agreement (“Background IP”). Any maps, reports, displays, diagrams, surveys, figures, artwork or other any other visualizations created using the Donor’s Platform or Background IP are considered Background IP of the Donor and remain property of the Donor. The donor’s Platform shall be considered Donor’s background IP. The Deliverables shall not include any Background IP of the Donor.

Optionally, City may create a free account on the Donor’s Platform and may use the Platform to create maps or visualizations of the Deliverables. Use of the Platform using a free account by the City is subject to the click-through terms presented when signing up for a free account. Any such click-through terms, and the licenses presented on maps generated using Donor’s Platform, shall not be amended or superseded by this Agreement.

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 gross negligence 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 September 20 2021. The term of this Agreement shall commence on the effective date, and shall end on January 21 2022, 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: Elizabeth Bessman; elizabeth.bessman@sfgov.org; 1011 Turk St, San Francisco, CA 94102

To Donor: Marena Brinkhurst; marena.brinkhurst@mapbox.com; 50 Beale St Floor 9, San Francisco, CA 94105

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]

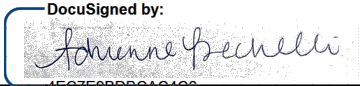
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

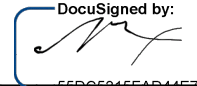
CITY: _____

DONOR: _____

DEPARTMENT OF EMERGENCY
MANAGEMENT

MAPBOX

By: 
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By: 
55DC5915FAD44E7...

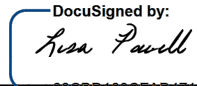
Print Name: Adrienne Bechelli

Print Name: Melissa Nixon

Print Title: Deputy Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
68CBD160CFAD471...

Print Name: Lisa Powell
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Department of Human Resources

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, the Department of Human Resources ("Department"), a department of the City, seeks volunteer consulting services to help develop tools to better support City employees who are new parents ("the Project"); and

WHEREAS, Adobe 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 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 September of 2021 and January of 2022. The monetary value of the donation is \$62,400.

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 with discovery and user research work, and user-friendly tools to assist employees better understand and access new parent benefits ("Deliverables"). The parties acknowledge and agree that deliverables provided under this agreement may be subject to

applicable public disclosure laws, including the City's Sunshine Ordinance.

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").

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.

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.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services, but in any event will comply with the terms of this agreement. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City.

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 for the purposes of the Project 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.

The City will not disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall not have access to such information.

During the Project, either party may have access to the other party's proprietary or confidential information, the disclosure of which to third parties may damage the disclosing party. If a party discloses proprietary or confidential information to the other party, such information must be held by the receiving party in confidence and used only in performing the Agreement. The receiving party 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. For the purposes of this section, confidential information means non-public or proprietary information about a disclosing party's business related to technical, commercial, financial, employee, or planning information that is disclosed by the disclosing party to the other party in connection with this Agreement, and (A) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) is not identified as confidential at the time of disclosure, but is by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential. Any Donor technology and will be deemed confidential information of Donor without any marking or further designation. Confidential information does not include information that: (1) has become public knowledge through no fault of the receiving party; (2) was known to the receiving party, free of any confidentiality obligations, before its disclosure by the disclosing party; (3) becomes known to

the receiving party, free of any confidentiality obligations, from a source other than the disclosing party; or (4) is independently developed by the receiving party without use of 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 and the Donor.

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).

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 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 September 20 2021. The term of this Agreement shall commence on the effective date, and shall end on January 21 2022, 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: Kate Howard; kate.howard@sfgov.org; 1 Van Ness Ave
4th Floor, San Francisco, CA 94103

To Donor: Ashley Rhodes; asrobert@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.

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: _____

DEPARTMENT OF HUMAN
RESOURCES

ADOBE INC.

By: Kate Howard Electronically signed
by: Kate Howard
Date: Aug 30, 2021
16:29 PDT

By: Joshua Felt Electronically signed
by: Joshua Felt
Date: Sep 17, 2021
08:24 MDT

Kate Howard

Print
Name: Joshua Felt

Deputy Director

Sr. Manager Global Procurement

08/30/2021

09/17/2021

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Cecilia T. Mangoba Electronically signed
by: Cecilia T. Mangoba
Date: Sep 16, 2021
09:32 PDT

Cecilia Mangoba
Deputy City Attorney

09/16/2021

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its San Francisco Police Department

and

Accenture LLP

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, San Francisco Police Department ("Department"), a department of the City, seeks volunteer consulting services to help develop tools to integrate change initiatives into the Department's Strategic Plan ("the Project"); and

WHEREAS, Accenture LLP ("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 April of 2021 and August of 2021. The monetary value of the donation is \$185,000.

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. The focus of the Donor Services is on helping the Department to understand best practices around enterprises engaging in major strategic change, and what tools and techniques would be helpful in integrating all their change initiatives under/into a Strategic Plan Framework. At the end of the Project, the Donor will

provide the Department with a recommended Change Governance Approach. In the performance of the services, the Department will not provide, and Donor will not obtain, any Private Information within the meaning of San Francisco Administrative Code Chapter 12M. Donor will not be recommending specific solutions, tools or technology platforms. Given the timeline for the Civic Bridge Program, the Project team may not be able to connect with all the SFPD stakeholders that would have input to the Framework. 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.

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 April 19 2021. The term of this Agreement shall commence on the effective date, and shall end on August 6 2021, 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: Catherine McGuire; catherine.mcguire@sfgov.org; 1245 3rd Street, San Francisco, CA 94158

To Donor: Matthew Farrell; matthew.p.farrell@accenture.com; 415 Mission St, San Francisco, CA 94105

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.

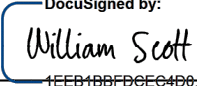
[Remainder of page intentionally left blank]

October 24, 2016

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY: _____

SAN FRANCISCO POLICE
DEPARTMENT

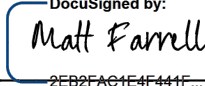
By:  _____
1EEB1BDFDCE04D0...

Print Name: William Scott

Print Title: Chief of Police

DONOR: _____


ACCENTURE LLP

By:  _____
2EB2FAC1E4F441F...

Print Name: Matt Farrell

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  _____
3D9B01CA44B74E2...

Print Name: Alicia Cabrera
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its San Francisco Human Rights Commission

and

Accenture LLP

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, San Francisco Human Rights Commission ("Department"), a department of the City, seeks volunteer consulting services to help measure the impact of the Dream Keeper Initiative ("the Project"); and

WHEREAS, Accenture LLP ("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 September of 2021 and January of 2022. The monetary value of the donation is \$99,840.

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 with work to support development of a public facing Dream Keeper Initiative dashboard that captures the impact of the initiative. In the performance of the services, the Department will not provide, and Donor will not obtain, any Private Information within the

meaning of San Francisco Administrative Code Chapter 12M. Donor will not be recommending specific solutions, tools or technology platforms. 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.

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 September 20 2021. The term of this Agreement shall commence on the effective date, and shall end on January 21 2022, 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: Brittni Chicuata; Brittni.chicuata@sfgov.org; 25 Van Ness Ave #800, San Francisco, CA 94102

To Donor: Matthew Farrell; matthew.p.farrell@accenture.com; 415 Mission St, San Francisco, CA 94105

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.

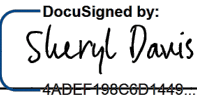
- 9. Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 10. Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be 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: _____

SAN FRANCISCO HUMAN RIGHTS
COMMISSION

By:  _____
4ADEF198C6D1449...

Print Name: Sheryl Davis

Print Title: 415.252.2511

DONOR: _____


ACCENTURE LLP

By:  _____
69AC1E8E06F467...

Print Name: Matthew Farrell

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  _____
B731BC974D7B479

Print Name: Zachary Porianda
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

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

and

Zendesk

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 ("Department"), a department of the City, seeks volunteer consulting services to help storytelling through an educational awareness campaign to educate San Franciscans about the crisis of homelessness and the solutions ("the Project"); and

WHEREAS, Zendesk ("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 April of 2021 and August of 2021. The monetary value of the free consulting services donation is \$99,840.

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 with an educational awareness campaign including multimedia or video series. 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.

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 negligence of the City, its officers, employees and agents.

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 April 19 2021. The term of this Agreement shall commence on the effective date, and shall end on August 6 2021, 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: Deborah Bouck; deborah.bouck@sfgov.org; 170 Otis St,

San Francisco, CA 94103

To Donor: Kelly Salance, ksalance@zendesk.com ; 989 Market Street,
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.
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.

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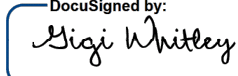
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

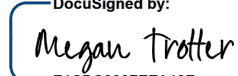
CITY: _____

DONOR: _____

DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING

ZENDESK

By:  _____
DocuSigned by:
967F7BF0D97A4C3...

By:  _____
DocuSigned by:
F10B6007EFA42F...


Print Name: Gigi whitley

Print Name: Megan Trotter

Print Title: Deputy Director for Administration and Finance

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  _____
DocuSigned by:
F043CEBF5B1B482...

Print Name: Virginia Dario Elizondo
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Office of Contract Administration

and

Zendesk

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 Contract Administration ("Department"), a department of the City, seeks volunteer consulting services to help develop a Contractor's Assistance Center ("the Project"); and

WHEREAS, Zendesk ("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 April of 2021 and August of 2021. The monetary value of the free consulting services donation is \$99,840

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 with a strategic plan providing recommended solutions and development and build out of accompanying assets. 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.

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.

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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.

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 April 19 2021. The term of this Agreement shall commence on the effective date, and shall end on August 6 2021, 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: Sailaja Kurella; sailaja.kurella@sfgov.org; 2323 Cesar Chavez, San Francisco, CA 94124

To Donor: Kelly Salance, ksalance@zendesk.com ; 989 Market Street,
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.
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.

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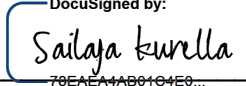
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

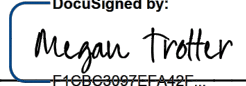
CITY: _____

DONOR: _____

OFFICE OF CONTRACT
ADMINISTRATION

ZENDESK

By:  DocuSigned by:
78EAE41AB0104E9...

By:  DocuSigned by:
F10B0007EFA42F...

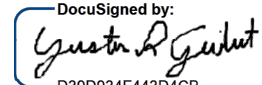
Print Name: Sailaja Kurella

Print Name: Megan Trotter

Print Title: Acting Director

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  DocuSigned by:
D38D034F443D4CB...

Print Name: Gus Guibert
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Department of Children, Youth and Their Families and
salesforce.com, inc.

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, the Department of Children, Youth and their Families ("Department"), a department of the City, seeks volunteer consulting services to help promote awareness of children's rights in San Francisco ("the Project"); and

WHEREAS, salesforce.com, inc. ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services");

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 sixteen (16) week period expected to run between April 19 2021 and August 6 2021.

Donor will provide to City pro bono consulting services in the areas of communications needs assessment, strategic planning, and communications. Donor shall provide approximately 500 hours of such pro bono consulting services over the term of this Agreement. The City agrees to cooperate reasonably and in good faith with Donor in its performance hereunder. It is the intent of Donor that this donation, with a fair market value of \$97,500, comply with all applicable laws, regulations, and ethics rules regarding gifts and donations.

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 ("Work Product") shall be the property of City. Notwithstanding the foregoing,

Department grants Donor a worldwide, perpetual, non-exclusive, royalty-free right and license to the Work Product to use, make, modify, repurpose, reproduce, sell, sublicense, create derivative works, publicly perform, and transfer such Work Product for inclusion in Donor's products and for Donor's continued provision of services to other Donor customers.

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 provided that any use by the Department of the Donor Services will comply with all applicable laws and regulations. The parties acknowledge and agree that, unless otherwise specified in this Agreement, the Donor Services are for the benefit and use of the City, without restriction.

Donor makes this donation without seeking promises or favoritism for Donor in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the donation. 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.

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.

3. Proprietary or Confidential Information.

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. Further, the City agrees to comply with Chapter 12M in connection with the Donor Services provided hereunder. Donor is subject to the enforcement and penalty provisions in Chapter 12M.3.

In the performance of Donor Services, a party (the "Disclosing Party") may provide the other party (the "Receiving Party") access to the Disclosing Party's Confidential Information (as defined below), the disclosure of which to third parties may damage the Disclosing Party. If the Disclosing Party discloses Confidential Information to the Receiving Party, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. For purposes of this Agreement, "Confidential Information" means all information disclosed by a Disclosing Party to a Receiving Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party includes business and marketing plans, strategies, data, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that 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**

Subject to Section 12 ("Limitation of Liability"), Donor agrees to defend and hold harmless the City and County of San Francisco, its officers, employees and agents ("City"), against any claim, demand, suit, or proceeding made or brought against City by a third party arising out of Donor's willful misconduct or gross negligence in the performance of the Donor Services to be provided under this Agreement ("Claim"), except to the extent arising by reason of the negligence of the City, its officers, employees and agents. Donor agrees to indemnify for any damages, attorneys' fees and costs finally awarded against the City as a result of, or for amounts paid by the City under a settlement approved in writing by

Donor of, any such Claim, provided that the City: (a) promptly gives Donor written notice of the Claim; (b) gives Donor sole control of the defense and settlement of the Claim (except that Donor may not settle any Claim unless it unconditionally releases the City of all liability); and (c) gives Donor all reasonable assistance, at Donor's cost. The above defense and indemnification obligations do not apply to the extent a Claim arises from the City's breach of this Agreement. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

7. Effective Date; Term; Termination.

The effective date of this Agreement shall be April 19 2021. The term of this Agreement shall commence on the effective date, and shall end on August 6 2021, 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: Our Children Our Families, DCYF
1390 Market St
San Francisco, CA 94102
Attn: Aumijo Gomes
aumijo.gomes@dcyf.org

To Donor: Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, California, 94105
attn: VP, Worldwide Sales Operations,
with a copy to attn: General Counsel.

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. **Disclaimer.** THE DONOR SERVICES ARE PROVIDED “AS-IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. DONOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ANY PARTICIPATION IN OR USE OF THE DONOR SERVICES IS AT CITY’S SOLE RISK.
12. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED US \$50,000.00. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
13. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL DONOR OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW, IN WHICH CASE DONOR’S LIABILITY WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED \$1,000.00. IN THE EVENT OF A CLAIM, DEMAND, SUIT OR PROCEEDING AGAINST SFDC, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES BROUGHT BY A THIRD PARTY ARISING OUT OF THE CITY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE CITY AGREES THAT THE FOLLOWING SHALL BE DEEMED DIRECT DAMAGES OF SFDC (I) REASONABLE COSTS AND ATTORNEY’S FEES INCURRED IN DEFENDING SUCH CLAIM AND (II) DAMAGES, ATTORNEY’S FEES AND COSTS FINALLY AWARDED AGAINST SFDC AS A RESULT OF, OR FOR ANY AMOUNTS PAID BY SFDC UNDER A SETTLEMENT APPROVED BY THE CITY IN WRITING OF, A CLAIM AGAINST SFDC.
14. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement is limited to the Donor Services and does not convey any right to use Donor’s

online services. Any use of such online services by City will be governed by a separate agreement.

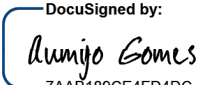
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

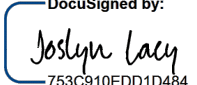
CITY: _____

DONOR: _____

DEPARTMENT OF CHILDREN, YOUTH
AND THEIR FAMILIES

SALESFORCE

By:  _____
DocuSigned by:
7AAB189CE4FD4DC...

By:  _____
DocuSigned by:
753C910EDD1D484...


Print Name: Aumijo Gomes

Print Name: Joslyn Lacy

Print Title: Deputy Director Strategic Initiatives, Partnerships and Coordination
Manager, Order Management
3/18/2021

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  _____
DocuSigned by:
EFF4B8C6BE4244A...

Print Name: David Ries
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Office of
Workforce Development

and

Harvard Business School Community Partners

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, the Office of Workforce Development ("Department"), a department of the City, seeks volunteer consulting services to help create a small business service framework that will inform the Department's approach toward supporting the sector's economic recovery and building a strong foundation for equitable growth after the pandemic ("the Project"); and

WHEREAS, Harvard Business School Community Partners ("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 5 volunteers giving approximately 10-20% 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 of 2021 and June of 2021. The monetary value of the donation is \$124,800.

The Donor Services will be a team of 5 volunteers giving approximately 10-20% 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 slide

presentation of their findings. 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 the Department, all work products and deliverables prepared in whole or in part by Donor under this Agreement shall be the property of the 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, 2021. The term of this Agreement shall commence on the effective date, and shall end on June 30,

2021, 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: Anne Taupier, anne.taupier@sfgov.org, 1 Van Ness Ave, San Francisco, CA 94103

To Donor: John Peters, peters.john.t@gmail.com, 8080 Cobble Ct, Granite Bay, CA 95746.

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.

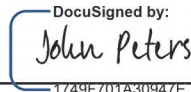
CITY:

DONOR:

OFFICE OF ECONOMIC &
WORKFORCE DEVELOPMENT

HARVARD BUSINESS SCHOOL
COMMUNITY PARTNERS

By: 
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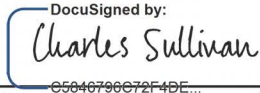
By: 
1749F701A30947E...

ANNE TAUPIER
ACTING DIRECTOR

JOHN PETERS

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
C5046790C72F4DE...

Charles Sullivan
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

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

and

salesforce.com, inc.

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, the Office of Economic and Workforce Development ("Department"), a department of the City, seeks volunteer consulting services to help develop a branding and marketing strategy ("the Project"); and

WHEREAS, salesforce.com, inc. ("Donor") proposes to donate to the Department consulting services for the Project free of charge as a gift-in-kind ("Donor Services");

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 sixteen (16) week period expected to run between October of 2021 and February of 2022.

Donor will provide to City pro bono consulting services in the areas of communications and strategic planning. Donor shall provide approximately 500 hours of such pro bono consulting services over the term of this Agreement. The City agrees to cooperate reasonably and in good faith with Donor in its performance hereunder. It is the intent of Donor that this donation, with a fair market value of \$97,500, comply with all applicable laws, regulations, and ethics rules regarding gifts and donations.

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 ("Work Product") shall be the property of City. Notwithstanding the foregoing,

Department grants Donor a worldwide, perpetual, non-exclusive, royalty-free right and license to the Work Product to use, make, modify, repurpose, reproduce, sell, sublicense, create derivative works, publicly perform, and transfer such Work Product for inclusion in Donor's products and for Donor's continued provision of services to other Donor customers.

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 provided that any use by the Department of the Donor Services will comply with all applicable laws and regulations. The parties acknowledge and agree that, unless otherwise specified in this Agreement, the Donor Services are for the benefit and use of the City, without restriction.

Donor makes this donation without seeking promises or favoritism for Donor in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the donation. 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.

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.

3. Proprietary or Confidential Information.

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. Further, the City agrees to comply with Chapter 12M in connection with the Donor Services provided hereunder. Donor is subject to the enforcement and penalty provisions in Chapter 12M.3.

In the performance of Donor Services, a party (the "Disclosing Party") may provide the other party (the "Receiving Party") access to the Disclosing Party's Confidential Information (as defined below), the disclosure of which to third parties may damage the Disclosing Party. If the Disclosing Party discloses Confidential Information to the Receiving Party, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. For purposes of this Agreement, "Confidential Information" means all information disclosed by a Disclosing Party to a Receiving Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party includes business and marketing plans, strategies, data, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that 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**

Subject to Section 12 ("Limitation of Liability"), Donor agrees to defend and hold harmless the City and County of San Francisco, its officers, employees and agents ("City"), against any claim, demand, suit, or proceeding made or brought against City by a third party arising out of Donor's willful misconduct or gross negligence in the performance of the Donor Services to be provided under this Agreement ("Claim"), except to the extent arising by reason of the negligence of the City, its officers, employees and agents. Donor agrees to indemnify for any damages, attorneys' fees and costs finally awarded against the City as a result of, or for amounts paid by the City under a settlement approved in writing by

Donor of, any such Claim, provided that the City: (a) promptly gives Donor written notice of the Claim; (b) gives Donor sole control of the defense and settlement of the Claim (except that Donor may not settle any Claim unless it unconditionally releases the City of all liability); and (c) gives Donor all reasonable assistance, at Donor's cost. The above defense and indemnification obligations do not apply to the extent a Claim arises from the City's breach of this Agreement. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

7. Effective Date; Term; Termination.

The effective date of this Agreement shall be October 2021. The term of this Agreement shall commence on the effective date, and shall end in February 2022, 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: Office of Economic and Workforce Development
City Hall, 1 Dr. Carlton B. Goodlett Place, Room 448
San Francisco, CA 94102

Attn: Benson Tran
benson.tran@sfgov.org

To Donor: Salesforce Tower
415 Mission Street, 3rd Floor
San Francisco, California, 94105
attn: VP, Worldwide Sales Operations,
with a copy to attn: General Counsel.

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. **Disclaimer.** THE DONOR SERVICES ARE PROVIDED “AS-IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. DONOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ANY PARTICIPATION IN OR USE OF THE DONOR SERVICES IS AT CITY’S SOLE RISK.
12. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED US \$50,000.00. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
13. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL DONOR OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW, IN WHICH CASE DONOR’S LIABILITY WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED \$1,000.00. IN THE EVENT OF A CLAIM, DEMAND, SUIT OR PROCEEDING AGAINST SFDC, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES BROUGHT BY A THIRD PARTY ARISING OUT OF THE CITY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE CITY AGREES THAT THE FOLLOWING SHALL BE DEEMED DIRECT DAMAGES OF SFDC (I) REASONABLE COSTS AND ATTORNEY’S FEES INCURRED IN DEFENDING SUCH CLAIM AND (II) DAMAGES, ATTORNEY’S FEES AND COSTS FINALLY AWARDED AGAINST SFDC AS A RESULT OF, OR FOR ANY AMOUNTS PAID BY SFDC UNDER A SETTLEMENT APPROVED BY THE CITY IN WRITING OF, A CLAIM AGAINST SFDC.
14. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement is limited to the Donor Services and does not convey any right to use Donor’s

online services. Any use of such online services by City will be governed by a separate agreement.

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

SALESFORCE

By: DocuSigned by:
Gloria Chan
9E41935A1042447...

By: DocuSigned by:
Joslyn Lacy
753C910EDD1D484...

Print Name: Gloria Chan

Print Name: Joslyn Lacy

Print Title: Director of Communications

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Charles Sullivan
C5848798C72F4DE...

Print Name: Charles Sullivan
Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its San Francisco Human Rights Commission, Office of Racial Equity

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, San Francisco Human Rights Commission ("Department"), a department of the City, seeks volunteer consulting services to help design and build San Francisco's Racial Equity Index ("the Project"); and

WHEREAS, Adobe 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 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 September of 2021 and January of 2022. The monetary value of the donation is \$62,400.

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 with a public-facing San Francisco Racial Equity Index ("Deliverables"). The parties acknowledge and agree that deliverables provided under this agreement may be subject to applicable public disclosure laws, including the City's Sunshine Ordinance.

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").

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.

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.

The Department hereby agrees to accept the Donor Services, and will use its discretion in deciding how to deploy or implement the Donor Services, but in any event will comply with the terms of this agreement. The parties acknowledge and agree that the Donor Services are for the benefit and use of the City.

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 for the purposes of the Project 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.

The City will not disclose "Private Information" to Donor within the meaning of San Francisco Administrative Code Chapter 12M, Donor and Donor's employees shall not have access to such information.

During the Project, either party may have access to the other party's proprietary or confidential information, the disclosure of which to third parties may damage the disclosing party. If a party discloses proprietary or confidential information to the other party, such information must be held by the receiving party in confidence and used only in performing the Agreement. The receiving party 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. For the purposes of this section, confidential information means non-public or proprietary information about a disclosing party's business related to technical, commercial, financial, employee, or planning information that is disclosed by the disclosing party to the other party in connection with this Agreement, and (A) is identified in writing as confidential at the time of disclosure, whether in printed, textual, graphic, or electronic form; or (B) is not identified as confidential at the time of disclosure, but is by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential. Any Donor technology and will be deemed confidential information of Donor without any marking or further designation. Confidential information does not include information that: (1) has become public knowledge through no fault of the receiving party; (2) was known to the receiving party, free of any confidentiality obligations, before its disclosure by the disclosing party; (3) becomes known to the receiving party, free of any confidentiality obligations, from a source other

than the disclosing party; or (4) is independently developed by the receiving party without use of 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 and the Donor.

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).

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 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 September 20 2021. The term of this Agreement shall commence on the effective date, and shall end on January 21 2022, 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: Sami Iwata; sami.iwata@sfgov.org; 25 Van Ness Ave #800, San Francisco, CA 94102

To Donor: Ashley Rhodes; asrobert@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.

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: _____

SAN FRANCISCO HUMAN RIGHTS
COMMISSION

By: *Sheryl Davis* Electronically
signed by:
Sheryl Davis
Date: Aug 28,
2021 16:02 PDT

Sheryl Evans Davis
Executive Director

DONOR: _____

ADOBE INC.

By: *Joshua Felt* Electronically
signed by:
Joshua Felt
Date: Sep 1,
2021 10:05 MDT

Print Name: Joshua Felt

Approved as to Form:

Dennis J. Herrera
City Attorney

By: *Zachary Porianda* Electronically
signed by:
Zachary Porianda
Date: Aug 31,
2021 18:48 PDT

Zachary Porianda
Deputy City Attorney

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 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, San Francisco Municipal Transportation Agency ("Department"), a department of the City, seeks volunteer consulting services to help develop dashboards to help ensure equitable access to ride-sharing services for people using wheelchairs ("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 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 April of 2021 and August of 2021. The monetary value of the donation is \$99,840.

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 with development of the data design and structure for data submitted by Transportation Network

Companies. 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 and delivered to Department by Donor under this Agreement (excluding Donor Intellectual Capital) 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." If Donor discloses proprietary or confidential information to City or Department, such information must be held by City or Department in confidence and only used in performing the Agreement. City or Department 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 April 19 2021. The term of this Agreement shall commence on the effective date, and shall end on August 6 2021, 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: Darton Ito; darton.ito@sfmta.com; 11 Van Ness Ave, San Francisco CA 94103

To Donor: Judith Kulich, judith.kulich@zs.com, 400 South El Camino Real, Suite 1500, San Mateo, CA 94402 – with copy to ZS Associates, Inc., 1560 Sherman Avenue, Suite 800, Evanston, IL 60201, Attn: Legal

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 \$99,840.

[Remainder of page intentionally left blank]

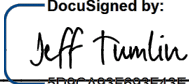
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

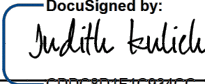
CITY: _____

DONOR: _____

SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

ZS ASSOCIATES, INC.

By:  _____
DocuSigned by: 3D9CA93F693F43E...

By:  _____
DocuSigned by: CDDC8D1F1C934CC...

Print Name: Jeff Tumlin

Name: Judith Kulich

Print Title: Director of Transportation

Title: Principal

ZS Issue ID: 21c-114154

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____

Print Name: Sid Jimenez

Deputy City Attorney

CIVIC BRIDGE DONOR SERVICES AGREEMENT

between the City and County of San Francisco acting by and through its Department of Human Resources

and

Zendesk

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, the Department of Human Resources ("Department"), a department of the City, seeks volunteer consulting services to help improve the City's job applicant experience through user research ("the Project"); and

WHEREAS, Zendesk ("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 September of 2021 and January of 2022. The monetary value of the free consulting services donation is \$99,840.

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 with user research and recommendations on how to improve the City's job applicant experience. 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.

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 negligence of the City, its officers, employees and agents.

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 September 20 2021. The term of this Agreement shall commence on the effective date, and shall end on January 21 2022, 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: David Huebner; david.huebner@sfgov.org; 1 Van Ness

Ave 4th Floor, San Francisco, CA 94103

To Donor: Kelly Salance, ksalance@zendesk.com ; 989 Market Street,
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.
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]

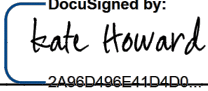
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

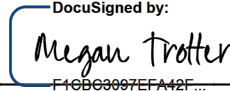
CITY: _____

DONOR: _____

DEPARTMENT OF HUMAN
RESOURCES

ZENDESK

By:  _____
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By:  _____
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Print Name: Kate Howard

Print Name: Megan Trotter

Print Title: Deputy Director

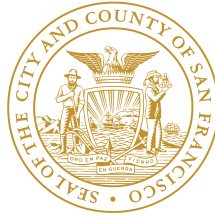
Approved as to Form:

Dennis J. Herrera
City Attorney

By:  _____
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Print Name: Cecilia Mangoba
Deputy City Attorney

City & County of San Francisco
London N. Breed, Mayor



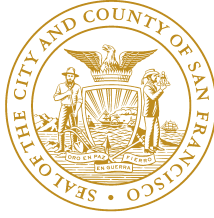
Office of the City Administrator
Carmen Chu, City Administrator
Linda J. Gerull, CIO & Executive Director,
Department of Technology

To: Clerk of the Board of Supervisors
From: Brian Roberts, Policy Analyst
Date: March 14, 2022

Subject: File No. 220091 - Accept and Expend In-Kind Gift - Retroactive - Consulting Services - Various Providers - Valued at \$1,490,720

This resolution is retroactive because Civic Bridge projects have no fiscal impact on the donors or City agencies, it was difficult to get all participating donors and departments to review and approve the donation agreement prior to commencing these short term projects in light of competing priorities. The Civic Bridge program operates on a cohort basis where all projects start, finish and present outcomes at concurrently. This creates administrative efficiency and an opportunity to share outcomes among projects. For the same reason, this process creates challenges in getting all participants to complete all administrative steps in a timely fashion.

In order to avoid retroactive approval of future Civic Bridge cohorts, we will not commence projects until we receive complete donation agreements and submit a resolution to the Board of Supervisors for approval. Any projects that do not have complete donation agreements will be held for a future cohort or cancelled while the others will move forward.



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Brian Roberts, Dept. of Technology
DATE: December 17, 2021
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:

- 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 e-mail: brian.roberts@sfgov.org

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

Certified copy required: Yes

No

From: [Conine-Nakano, Susanna \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Ma, Sally \(MYR\)](#); [Roberts, Brian \(TIS\)](#); [Prasad, Amardeep \(TIS\)](#)
Subject: Mayor -- Resolution -- Civic Bridge
Date: Tuesday, January 25, 2022 3:50:20 PM
Attachments: [Mayor -- Resolution -- Civic Bridge.zip](#)

Hello Clerks,

Attached for introduction to the Board of Supervisors is a resolution retroactively authorizing the Department of Technology to accept an in-kind gift of consulting services valued at \$1,490,720 from various providers during from March 2021 to February 2022.

This resolution is retroactive because Civic Bridge projects have no fiscal impact on the donors or City agencies, it was difficult to get all participating donors and departments to review and approve the donation agreement prior to commencing these short term projects in light of competing priorities. The Civic Bridge program operates on a cohort basis where all projects start, finish and present outcomes at concurrently. This creates administrative efficiency and an opportunity to share outcomes among projects. For the same reason, this process creates challenges in getting all participants to complete all administrative steps in a timely fashion.

Please let me know if you have any questions.

Sincerely,
Susanna

Susanna Conine-Nakano
Office of Mayor London N. Breed
City & County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 200
San Francisco, CA 94102
415-554-6147