File No.	240934	Committee Item No.	3	
_		Board Item No.		

### **COMMITTEE/BOARD OF SUPERVISORS**

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-	Government Audit and Oversight ervisors Meeting:	Date: March 20, 2025  Date:
	Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst Youth Commission Report Introduction Form Department/Agency Cover Lette MOU - FY2022-2024 - Clean MOU - FY2022-2024 - Redline Grant Information Form Grant Budget Subcontract Budget Contract / DRAFT Mills Act Agre Form 126 – Ethics Commission Award Letter Application Public Correspondence	r and/or Report
OTHER	DRAFT MOU FORM 126 TIS MOU Memo 021025 PAM- Transfer	
Prepared by: Prepared by: Prepared by:		Date: March 14, 2025  Date:  Date:

1	[Memorandum of Understanding - InnovateUS - Participation in Program to Provide Customer
	Feedback - \$0]
	· coasack yoj

Resolution authorizing Department of Technology Chief Information Officer to enter a no cost Memorandum of Understanding (MOU) under which the City will provide feedback to InnovateUS and which will grant to InnovateUS a right to use the City's feedback for any purpose, including the development, modification, marketing, or publicity of products or services, effective upon approval of this Resolution for a two year term; and to authorize the Director of Department of Technology to enter into amendments or modifications to the MOU that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the MOU or this Resolution.

WHEREAS, The City seeks to enter into a Memorandum of Understanding (MOU) with InnovateUS for training modules on AI skills for city employees on the City's online learning platform; and

WHEREAS, As a result of this MOU, the City will collect and share aggregated non-identifiable data on a monthly basis through a CSV or automated data stream with InnovateUS, including share learner totals, learner progression and responses to surveys embedded in the content and send one or more city employees to participate in InnovateUS quarterly advisory calls and meet with InnovateUS leadership from time to time to explore how to promote uptake of learning and evaluate progress; and

WHEREAS, The City's participation in providing feedback to InnovateUS under the MOU will benefit the City by obtaining no cost training for City employees on AI skills; and WHEREAS, The MOU will benefit InnovateUS by allowing InnovateUS to use the feedback of City employees and will allow InnovateUS to reference the City's participation in

1	the program and information on the program to students, employees, agents, and potential
2	new partners or funders without the City's express written approval; and
3	WHEREAS, Other state and local governments have executed MOUs with InnovateUS
4	for similar trainings including the State of California, New Jersey, Georgia, Ohio, Maryland,
5	Wisconsin, and New Mexico; and
6	WHEREAS, The MOU does not allow InnovateUS to publicly release City employees'
7	feedback in a way that directly or indirectly connects the feedback with the personally
8	identifiable identity its employees; and
9	WHEREAS, The MOU has a two year term that may be terminated at any time by
10	providing written notice; and
11	WHEREAS, Charter, Section 1.101 provides that all rights and powers of the City and
12	County that are not vested in another officer or entity by the Charter shall be exercised by the
13	Board of Supervisors; and
14	WHEREAS, Administrative Code, Section 22A.4 defines the role and duties of the City
15	Chief Information Officer, but the neither Section 22A.4 nor any other section of the
16	Administrative Code vests in the Department of Technology or the City Chief Information
17	Officer the ability to enter agreements to allow third parties to use statements made by City
18	employees, including for the development, modification, marketing, or publicity of products or
19	services; and
20	WHEREAS, The proposed MOU contained in File No. 240934, is substantially in final
21	form, with all material terms and conditions included, and only remains to be executed by the
22	parties upon approval of this Resolution; now, therefore, be it
23	RESOLVED, That the Board of Supervisors hereby approves the MOU in substantially
24	the form contained in File No. 240934; and, be it

25

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of the Department of Technology or his designee to make any modifications to the MOU, prior to its final execution by all parties, that the Department of Technology determines, in consultation with the City Attorney, are consistent with this Resolution, in the best interest of the City, do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the MOU, and are in compliance with all applicable laws, including City's Charter; and, be it FURTHER RESOLVED, That within 30 days of the MOU being fully executed by all parties, the Department of Technology shall submit to the Clerk of the Board of Supervisors a completely executed copy for inclusion in File No. 240934; this requirement and obligation resides with the Department, and is for purposes of having a complete file only, and in no manner affects the validity of approved MOU. 

# Memorandum of Understanding (MOU)

City and County of San Francisco and InnovateUS

This Memorandum of Understanding (MOU) is entered into by and between the City and County of San Francisco and InnovateUS ("InnovateUS") on [Date].

#### 1. Purpose

- **1.1** [The City and County of San Francisco [the City] wants to provide training for city employees on digital, data, innovation and AI skills.
- **1.2.** InnovateUS provides no-cost, at-your-own pace learning in digital, data, innovation and Al skills for public professionals to deliver more effective and equitable services.
- **1.3.** The City and InnovateUS agree that the purpose of this MOU is to further the City's goal of providing training for city employees on digital, data, innovation and AI skills and InnovateUS's mission of improving lives by enabling public professionals to deliver more effective and equitable policies and services.
- **1.4.** This MOU outlines and formalizes the no cost agreement between the City and InnovateUS that is mutually beneficial to the parties. The following sections detail the terms under which this collaboration shall be executed.

#### 2. Objectives

- **2.1.** This collaboration is designed to:
- **2.1.1**. Improve how public professionals work by upskilling them in the latest skills needed to improve how they deliver services and make policy.
- **2.1.2**. Increase learning and professional development among public professionals.
- **2.1.3.** Increase equity by ensuring that public professionals know how to consult and codesign with residents as part of their work.
- **2.1.4.** Improve public leadership's understanding of the skills of public professionals.
- **2.1.5.** Improve trust in government by helping government to be more effective by applying improved ways of working.

#### 3. Implementation

- **3.1.** InnovateUS will provide free weekly or bi-weekly workshops on digital, data, innovation and AI skills and make those freely available online to City employees ["the services"]. The monetary value of the service is \$0 dollars.
- **3.2.** InnovateUS will provide with online courses so that they can host the material in their Learning Management System (LMS). Specific courses will selected by the City.
- **3.2.1.** All course material provided by InnovateUS is licensed under a Creative Commons 4.0 License. All InnovateUS material will be clearly attributed by the logo, website, and date the material was last updated.
- **3.2.2.** If InnovateUS determines the need to update course content, they will provide the necessary materials to the City with the expectation that updates are made within 4 weeks of delivery.
- **3.3.** The City will send one or more city employees selected by the City Chief Information Officer or his designee to participate in InnovateUS quarterly advisory calls and meet with InnovateUS leadership from time to time to explore how to promote uptake of learning and evaluate progress.

#### 4. Data Sharing

- **4.1.** InnovateUS will share aggregated, non-identifiable data about attendees (number, agency) to the workshop program affiliated with the City, on a monthly basis. It is our aim during the course of the year to publish such data on the InnovateUS website as well.
- **4.2.** The City will collect and share aggregated non-identifiable data on a monthly basis through a CSV or automated data stream with InnovateUS so that they can assess participation and user satisfaction. At minimum, the City will share learner totals, learner progression and responses to surveys embedded in the content. There is no minimum survey participation required under this Agreement.
- **4.3.** From time to time, InnovateUS may draft surveys with the request that the City share with learners to the end of assessing skill use, efficiency gains and otherwise solicit feedback from learners on courses. The City agrees to at its discretion to distribute and report outcomes back to InnovateUS. City employees are not required to respond to surveys in order to continue accessing the learning product.

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. This includes all data contained in City databases and systems that the City may provide to InnovateUS or InnovateUS may access under this agreement.

Access to City Data must be strictly controlled and limited to InnovateUS' staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of InnovateUS. InnovateUS is provided a limited non-exclusive license to use City Data solely for performing the services under the Agreement and not for InnovateUS's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by InnovateUS, subcontractors, and/or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized.

#### 5. Measurement and Evaluation

- **5.1.** Together the parties will establish a set of metrics to assess the success and effectiveness of the programs and their impact on government services and citizen well-being resulting from the collaboration under this agreement.
- **5.2.** The parties will mutually agree on matters related to publication, media engagement, and public communication about this partnership. The City grants InnovateUS permission to pursue the writing of articles, reports, presentations, media engagement, public communication or other publications based on the work accomplished under this MOU. InnovateUS agrees to submit to the City for review and comment on any publications prior to the release and/or dissemination that are based on work accomplished under this MOU to Michael Makstman at Michael.Makstman@sfgov.org. The City will have a minimum of 30 days to review any submitted materials and will make every effort to work with InnovateUS representatives to resolve outstanding questions or concerns in a timely manner. Notwithstanding the foregoing, each party may reference the program and provide information regarding the program to its students, employees, agents, and potential new partners or funders without express written approval. InnovateUS may not use the City Seal except as pre-approved by the City and such approval is subject to the approval of the appropriate City Boards and Commissions.
- **5.3.** InnovateUS reserves the right to note the participation of the City on its websites. The parties will mutually agree on all other matters related to publication, media engagement, and public communication.

#### 6. Duration and Termination

- **6.1.** This MOU is effective upon execution and remains in force for a period of 2 years.
- **6.2.** Either party can terminate this MOU at any time by providing written notice.

- **6.3.** Upon termination, the City will remove the content from their LMS within 4 weeks.
- **6.4.** Upon termination, InnovateUS will return all City Data given to, or collected or created by InnovateUS which includes all original media. InnovateUS shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. InnovateUS will provide City with written certification that such purge occurred within five (5) business days of the purge.
- **6.5.** InnovateUS and the City acknowledge and agree that this agreement 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 InnovateUS 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 InnovateUS is instrumental in developing the scope of work for a future procurement, then InnovateUS is prohibited from bidding on that future procurement. InnovateUS acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify InnovateUS 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.

#### 7. Records

Each Party will comply with its own policies and procedures related to data maintenance, security, and storage.

- **7.1.** Access to Data and Confidential Information. The parties agree to not exchange confidential information, including any personally identifiable information, during the course of the work detailed in this agreement. Notwithstanding, the following apply to all information shared between the parties.
- **7.1.1.** InnovateUS is responsible for ensuring that all staff involved in the projects covered by this MOU are made aware of the confidentiality, disclosure, transmission, destruction, storage of, and access to the data shared.
- **7.1.2.** InnovateUS agrees to limit the number of staff with access to those necessary to accomplish any related projects.
- **7.1.3.** InnovateUS will limit access, use, or disclosure of the information in the data associated with this MOU to Authorized Staff.
- **7.1.4.** InnovateUS will instruct all members of the Authorized Staff about the requirements for handling information and about the potential sanctions for unauthorized disclosure or use of this information.

- **7.2.** Any records shared between the Parties under this MOU are subject the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.
- **7.2.1.** The parties acknowledge that the City is a public agency subject to subject the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67].
- **7.2.2.** InnovateUS further acknowledges that information shared between the parties waives any general rights to claims of confidentiality or exemption from the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67).
- **7.2.3. 7.2.4.** The Parties agree to consult one another prior to releasing any records to third parties, and to cooperate in good faith to assert protections permitted by the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67. Upon request or demand of any third person or entity not a party to this agreement for production, inspection and/or copying of information, the disclosing party will notify the receiving party that a request has been made by electronic mail. The disclosing party shall be responsible for taking necessary legal steps to protect information deemed by it to be confidential or exempt from disclosure and to prevent release of information to the requestor by the receiving party.

#### 8. Use of Data and Information

- **8.1.** Use of any data or information shared under this MOU must be limited to the purposes specified in this MOU and/or any project attachments incorporated to this agreement.
- **8.2.** No data will be shared or reported at any time or in any manner that permits direct or indirect identification of any individual.

#### 9. Disputes

**9.1.** InnovateUS 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 InnovateUS in the performance of the InnovateUS Services to be provided under this Agreement, except those arising by reason of the sole negligence of the City, its officers, employees and agents. InnovateUS 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 InnovateUS's services under this Agreement.

#### 10. Notices.

**9.1.** Notices or questions concerning this MOU shall be made in writing as follows:

#### **City and County of San Francisco**

Michael Makstman, Chief Information Officer Michael Makstman@sfgov.org

#### **InnovateUS**

Fred DeJohn, Chief Financial Officer of the GovLabs fdejohn@thegovlab.org

#### **Signatures**

InnovateUS
Signature:
Name: Fred DeJohn
<b>Title</b> : Chief Financial Officer of the GovLabs
Date: Date
City and Country of San Francisco
Department of Technology
Signature:
Name: Michael Makstman
Title: Chief Information Officer
Date: Date
Approved as to Form
David Chiu
City Attorney
Margarita Gutierrez
Deputy City Attorney



#### San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102 Phone: 415.252.3100 . Fax: 415.252.3112 ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240934

Bid/RFP #: n/a

1

#### **Notification of Contract Approval**

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <a href="https://sfethics.org/compliance/city-officers/contract-approval-city-officers">https://sfethics.org/compliance/city-officers/contract-approval-city-officers</a>

1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	S.
AMENDMENT DESCRIPTION – Explain reason for amendment	0

2. CITY ELECTIVE OFFICE OR BOARD		
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER	
Board of Supervisors	Members	

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT		
NAME OF DEPARTMENTAL CONTACT		DEPARTMENT CONTACT TELEPHONE NUMBER
Sophie Hayward		415-554-7124
FULL DEPARTMENT NAME		DEPARTMENT CONTACT EMAIL
ADM	Office of the City Administrator	sophie.hayward@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR	TELEPHONE NUMBER
InnovateUS	617-373-2400
STREET ADDRESS (including City, State and Zip Code)	EMAIL
271 Huntington Ave, Boston, Massachusetts 02115, US	fdejohn@thegovlab.org

71 Huntington Ave, Boston, Massachusetts 02115, US		fdejohn@thegovlab.org			
6. CONTRACT					
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER		1.5		
	n/a		240934		
DESCRIPTION OF AMOUNT OF CONTRACT	1				
\$0					
NATURE OF THE CONTRACT (Please describe)					
Resolution authorizing Department of Technology agreement under which the City will provide fee InnovateUS a right to use the City's feedback modification, marketing, or publicity of product this Resolution for a two year term; and to authorize to enter into amendments or modifications or liabilities to the purposes of the agreement or this Resolution.	edback to In for any purp cts or servi thorize the ations to th	novateUS a ose, inclu ces, effec Director o e agreemen	nd which will grant to ding the development, tive upon approval of f Department of t that do not materially		
7. COMMENTS					
8. CONTRACT APPROVAL					
This contract was approved by:					
THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM					
A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES					
Board of Supervisors					
THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF	THE CITY ELECTIV	/E OEEICED/S/ II	DENTIFIED ON THIS FORM SITS		
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#### 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

contract.						
#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ			
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2	Kleiman	Neil	Other Principal Officer			
3	DeJohn	Fred	Other Principal Officer			
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#### 9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

contract.			
#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ
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23		70%	
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## 9. AFFILIATES AND SUBCONTRACTORS List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract. LAST NAME/ENTITY/SUBCONTRACTOR **FIRST NAME** TYPE 39 40 41 42 43 44 45 46 47 48 49 50 Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type. **10. VERIFICATION** I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

# I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board

#### City & County of San Francisco

Daniel Lurie, Mayor



#### Office of the City Administrator

Carmen Chu, City Administrator Michael Makstman, City CIO & Executive Director, Department of Technology

Date: February 10, 2025

To: Clerk of the Board of Supervisors

From: Michael Makstman

City CIO, Executive Director Department of Technology

Re: File #240934: Approval of MOU for No-Cost Training Modules on AI Skills from

InnovateUS with Anonymous Feedback and Usage Reporting

The Department of Technology is requesting Board of Supervisors approval of this no-cost memorandum of understanding (MOU) with InnovateUS to provide City workers with training that is tailored for government employees on the responsible use generative artificial intelligence (AI) tools.

#### Why Al Training is Needed

The City currently does not have a formal training on AI (e.g., typical use cases, types of AI, and AI ethics) in the learning catalog. This training is necessary because more than 1,000 City workers are already participating in our ChatGPT pilot program. The first live training session offered by ChatGPT was attended by over 700 City workers demonstrating growing demand from staff for AI training. As DT begins implementing ordinance #288-24 to create an inventory of AI usage in the City, we will likely identify other AI tools used by City staff that require deeper formal training. DT is seeking to partner with InnovateUS on trainings designed for a general audience to support employees who have limited or no prior experience with AI to develop basic competencies and educate them about the risks and limitations of generative AI.

The City does not have the expertise or staff available to create in-depth, engaging training courses on AI. With the City hiring freeze suspending two open positions on our Emerging Technology team, DT currently has only one FTE in this area. The AI Working Group expended significant staff time in creating a six-minute animated video on the City's Generative AI Guidelines. Creating a full training program is far beyond the City's current capabilities.

#### **Selection Process**

The City's AI Working Group conducted the process for selecting this training. A list of over twenty AI trainings was reviewed, and InnovateUS was identified as the best fit for the City's needs, based on the following considerations:

- Specifically designed for public sector workers.
- Technology-agnostic training that does not favor a specific AI model

- Vetted by peer governments, including Boston, Miami Dade County, California, Colorado, Oregon, and Maryland. The State of California spent several months working with InnovateUS to implement the trainings.
- InnovateUS would provide files for us to host on our training system, which allows us to track employee participation and avoids directing employees to external web sites.
- Includes modules addressing risks (data privacy, bias, inaccurate information), and societal challenges (copyright, deepfakes, private ownership of AI models).
- The self-paced design accommodates workers' busy schedules, and the approximately two hour-long trainings provide the appropriate level of depth and accessibility, covering key topics without requiring too much time commitment.

Multiple Working Group members reviewed each module, and several completed the entire training. Their feedback was compiled to inform the group decision to select InnovateUS.

#### InnovateUS Courses

Three key courses will be made available:

- Responsible AI for Public Professionals: Using Generative AI at Work Their "AI 101" course covers foundational knowledge, best practices, and risks and challenges. This training should be significant for the high majority of City workers.
- Responsible AI for Public Professionals: Scaling AI in Your Organization Designed for decision-makers to evaluate potential AI projects and apply an AI Risk Management Framework
- 3. What Works: Fast Field Scanning with AI Focuses on how to use AI for data analysis and evidence-based approaches to public policy problems.

These trainings will be made available through the City Employee Portal. The City and InnovateUS will develop metrics to assess the effectiveness of the training.

#### Background on InnovateUS

InnovateUS is part of Northeastern University's Burnes Center for Social Change and is focused exclusively on technology training for government employees. Their funding sources include Google, Henry Luce Foundation, Rockefeller Foundation, and Schmidt Futures. InnovateUS has partnered with Google to provide free cohorts of government employees for Google certificate training programs. However, these certification programs are also available on Coursera, which can be accessed for free through many public library memberships.

#### Details of the MOU

InnovateUS's trainings are licensed under a Creative Commons license and are available for free on their website. InnovateUS offered to make the training files available to us without an MOU, but we prefer an MOU for the added protection it provides the City.

The duration of the MOU is two years, and either party can terminate the MOU at any time. Key terms include:

 Minimal Data Sharing: The City will provide aggregate data on the number of employees completing training. No other City data will be transmitted to InnovateUS. The MOU

- confirms City ownership of our data and requires the return of all City data upon termination of the MOU.
- Employee Feedback: InnovateUS will conduct voluntary surveys for employees to provide feedback on training effectiveness. All feedback will be anonymized.
- Transparency Measures: Confirms that any records shared between the parties are subject to the Sunshine Ordinance and California Public Records Act.
- Indemnification Protections: At the City's request, InnovateUS agreed to indemnify the City from any legal claims related to their training.
- City Oversight of Public Communications: The City and InnovateUS must mutually agree on any publications, media engagements, or public communication related to the City's use of InnovateUS trainings.

#### Conclusion

This no-cost MOU is an important first step in preparing our workforce for the responsible use of generative AI technologies. By providing baseline training developed specifically for government workers, we can ensure City employees have the knowledge they need to use these tools safely and effectively while understanding their limitations and risks.

Beyond the important implementation details, this technology raises profound questions on the future of work and society. As DT establishes the City's AI inventory, we will develop a framework for responsible and equitable implementation, which will guide decisions on our future training needs. We look forward to engaging with the Board of Supervisors to ensure our AI aligns with our City's goals and values.

Thank you for your consideration.

Sincerely,

Michael Makstman

City CIO | Executive Director

Mickel Madohm

Department of Technology

# President, District 8 BOARD of SUPERVISORS



#### City Hall 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco, CA 94102-4689

Tel. No. 554-6968 Fax No. 554-5163 TDD/TTY No. 544-5227

#### RAFAEL MANDELMAN

PRESIDENTIAL ACTION				
Date:				
To: Angela Calvillo, Clerk of t	the Board of Supervisors			
Madam Clerk, Pursuant to Board Rules, I am hereby	:			
Waiving 30-Day Rule (Board Rule No. 3.23)				
File No.				
Title.	(Primary Sponsor)			
Transferring (Board Rule No 3.3)				
File No.  (Primary Sponsor)				
Title.	(Filliary Spoilsor)			
From:	Committee			
То:	Committee			
Assigning Temporary Committee Appointment (Board Rule No. 3.1)				
Supervisor:	Supervisor: Replacing Supervisor:			
For:	Meeting			
(Date)	(Committee)			
Start Time: End Ti	me:			
Temporary Assignment: Pa	artial Full Meeting			
	Rafael Mandelman, President Board of Supervisors			