

**AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND
[INSERT NAME OF MUNICIPALITY/ENTITY]
FOR CONVEYANCE OF THE ZERO WASTE SIGNMAKER TOOL**

This Agreement between the City and County of San Francisco (“CCSF”) acting through its Department of the Environment (the “Department”), and [INSERT NAME OF MUNICIPALITY/ENTITY], (“[INSERT ACRONYM]”) (collectively referenced herein as the “Parties” and individually referenced as a “Party”) sets forth the respective roles of the Parties in regard to the distribution of a Zero Waste Signmaker Tool (as defined below), and is made and entered into as of the date executed by both Parties (“Effective Date”).

RECITALS

WHEREAS, the Parties are leaders in the waste reduction field; and

→ This clause is designed to allow other Municipalities to reference applicable provisions which note their ability to enter into the agreement with the City. Remove if not applicable.

WHEREAS, the Parties are both public agencies and this agreement is consistent with [INSERT APPLICABLE JURISDICTIONAL REFERENCE] governing [INSERT MUNICIPAL’S ACRONYM]; and

WHEREAS, the Parties recognize that a core component of recycling and toxics reduction programs is the availability of accurate signage about recycling, reuse, and proper disposal options for residents and businesses; and

WHEREAS, CCSF owns an online and mobile communications tool providing information about recycling, reuse, and proper disposal options for residents and businesses (the “Zero Waste Signmaker Tool”); and

WHEREAS, the Parties believe the Zero Waste Signmaker Tool can serve as a model for other agencies and entities around the nation; and

WHEREAS, CCSF desires to license the Zero Waste Signmaker Tool to [INSERT MUNICIPAL’S/ENTITY’S ACRONYM] on the terms and conditions herein; and

WHEREAS, The San Francisco Board of Supervisors has approved this Agreement by Resolution Number XX on XX.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

- A. “Tool” refers to the existing Zero Waste Signmaker Tool.
- B. “Convey” means to propagate in any fashion that enables other persons to make or receive copies of the Tool’s source code pursuant to the terms of the GNU General Public License, Version 3 (“GPLv3”), located at the following link: <https://www.gnu.org/licenses/gpl-3.0-standalone.html>. Conveying includes but is not limited to copying, distributing (with or without modification) and otherwise making available the source code to other persons. The mere interaction by a party with a user through a computer network, with no transfer of a copy, is not a conveyance.

2. Rights to Material Produced

- A. Upon conveyance of the Tool to **[INSERT MUNICIPAL’S/ENTITY’S ACRONYM]** from the Department, the City shall still be the owner of the Tool.
- B. CCSF represents that it has the right to convey the Tool’s source code under the GPLv3; and hereby conveys the Tool’s source code to **[INSERT MUNICIPAL’S/ENTITY’S ACRONYM]** under the terms of the GPLv3 located at the following link: <https://www.gnu.org/licenses/gpl-3.0-standalone.html>.
- C. CCSF hereby grants **[INSERT MUNICIPAL’S/ENTITY’S ACRONYM]** a royalty free, irrevocable and perpetual license to reproduce, publish, use, prepare derivative works of, and to authorize others to do so, all original writings, images (except as noted in Exhibit A), and other works of similar nature that constitute or pertain to the Tool or non-source code components of the Tool, such license to take effect at the time of conveyance.
- D. CCSF does not support implementation of the code; instructions (outlined in Exhibit A) can be reviewed/implemented by a developer, who also would assess how the Tool would be hosted (embedded or standalone). CCSF will convey the code in HTML format.
- E. The Tool is distributed in the hope that it will be useful but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

3. Indemnification; Incidental and Consequential Damages

This Agreement represents the entire understanding of the Parties as to the matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to the matters covered in this Agreement.

7. Amendments

This Agreement may be amended by written agreement executed by the Parties during the term of this Agreement.

8. Assignment

No Party shall assign, sublet, or transfer this Agreement or any of the rights or interests in this Agreement without the written consent of the other Party. Notwithstanding the foregoing, nothing herein shall prohibit **[INSERT MUNICIPAL'S/ENTITY'S ACRONYM]** from conveying the Tool's source code as permitted under the GPLv3.

9. Severability

Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the Parties.

10. Governing Law

This Agreement and all matters relating to it shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco, California.

11. No Third-Party Beneficiaries

Except as expressly provided, nothing in this Agreement shall create or justify any claim against the parties by any third person with respect to the performance of any duties or other projects undertaken by the Parties or any of them. The provisions of this Agreement are not intended to benefit any third party, and no third party may rely on this Agreement.

12. Counterparts

This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

13. Nondisclosure of Private, Proprietary or Confidential Information

If this Agreement requires CCSF to disclose "Private Information" to **[INSERT MUNICIPAL'S ACRONYM]** within the meaning of San Francisco Administrative Code Chapter 12M, **[INSERT MUNICIPAL'S ACRONYM]** shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY AND COUNTY OF SAN FRANCISCO

[INSERT NAME OF MUNICIPALITY/ENTITY]

By: _____

Deborah O. Raphael, Director
Department of the Environment

By: _____

[name of authorized representative]
[title]

Approved as to Form:

Dennis J. Herrera
City Attorney

Approved as to Form:

If applicable:

By: _____

By: _____

[Name of Deputy City Attorney]
Deputy City Attorney

[Name of Municipal Attorney]
[Title of Municipal Attorney]

Signmaker Tool: Exhibit A

Technical Notes: Read first.

Technical Overview:

The signmaker tool is a flat file system. No database required. Though it may work inside a Windows hosting environment, it was likely built with the intent of being hosted on a LAMP stack server. There are 3 folders (1 for recycle signs, 1 for compost signs, 1 for landfill signs) that have the same internal structure. If you make a change in one folder, you will need to make similar changes in the 2 other folders.

Technical markup to update:

Step 1: Installation: Taken from the README.txt

To install, the APPLICATION_WEBROOT and APPLICATION_FILEROOT constants must be set in the /includes/constants.php file. Simply fill in the appropriate values on lines 9 and 10, using the examples for the local and dev servers as guides if necessary.

The README.txt file has instruction in it to update a configuration file.

Step 2: Update Google Analytics UA Code with your domain name: includes/google_analytics.php

Step 3: Update the website name in: includes/header.php

Step 4: Update the H1 tag on line 7 of: index.php

Step 5: Update lines 19-24 of: start/index.php

Step 6: Update Google Tracking Events in each of these php files. There are more than 1 events being tracked in each php file, so do a find all for this text “_trackEvent” and edit as you see fit.

compost/index.php

landfill/index.php

recycle/index.php

Step 7: Update other references to SF Environment on these lines: 46, 61, 62, 63, 70, 71, 76, 77, 78.

Remember to update references in all 3 index.php files. Line numbers may vary between files, so do a complete read through to make sure.

Images you need to update:

SF cannot release the imagery of the Signmaker to you as they are not necessarily creative commons nor open source. Municipalities will need to make/procure images, and resize as necessary. SF will not send images that it does not have authority to send. In addition to replacing those listed, below are other resource images that need to be updated before municipalities go live.

How to replace the images I will not be sending: watch this video:

<http://screencast.com/t/C09EYnopZ>

Addendum:

<http://screencast.com/t/UfkdTNhUwI>

More Images that you need to replace because they have smaller versions of the images we cannot release to you:

images/home/recycle.png
images/home/compost.png
images/home/landfill.png
images/start/recycle.png
images/start/compost.png
images/start/landfill.png

Branded images to replace:

images/start/sfenvironment.png
images/start/recology.png
images/compost/customize_your_own_small.png
images/compost/recology_small.png
images/compost/sfenvironment_small.png
images/recycle/customize_your_own_small.png
images/recycle/recology_small.png
images/recycle/sfenvironment_small.png
images/landfill/customize_your_own_small.png
images/landfill/recology_small.png
images/landfill/sfenvironment_small.png
images/confirm/recycle.png
images/confirm/compost.png
images/confirm/landfill.png
compost/pdf/images/background.jpg
recycle/pdf/images/background.jpg
landfill/pdf/images/background.jpg