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INNOVATION TEAMS

EXECUTION VERSION

Important note from Mayor's Office, CCSF: The terms of this grant agreement are near final and ready for BOS review. However, we have discussed with Bloomberg Philanthropies that we will shift the grant time period from September 1, 2025 through August 31, 2028 to January 1, 2026 through December 31, 2028. That is the grant term referenced in the ordinance and grant information form. Upon BOS approval, the final agreement will reflect this updated grant time period.

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GRANT AGREEMENT
BETWEEN NATIONAL PHILANTHROPIC TRUST
AND THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

GRANT AGREEMENT (hereinafter referred to as the "Agreement") made as of this 1st day of October, 2025 by and between National Philanthropic Trust (hereinafter referred to as "NPT") and the City and County of San Francisco, California (the "Grantee"), acting through the Office of Mayor Daniel Lurie.

WHEREAS, NPT is a sponsoring charity of donor advised funds and a public charity within the meaning of Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, Michael R. Bloomberg (the "Donor Advisor") is the advisor to a donor advised fund account (the "Account") at NPT;

WHEREAS, the Donor Advisor (or persons designated by the Donor Advisor) may make recommendations to NPT for distributions from the Account for charitable purposes;

WHEREAS, NPT, in accordance with the documentation establishing the Account and NPT's policies and procedures in effect from time to time, makes decisions about distributions to be made from the Account;

WHEREAS, Bloomberg Philanthropies has created an initiative to help cities solve problems in new ways by creating innovation teams or i-teams (as defined below) that help cities and their leaders unlock bold approaches to top priority issues, change culture, and reliably deliver results for residents, as further described in Schedule A, attached hereto (the "Initiative");

WHEREAS, the Grantee wishes to create an Innovation Team (or "i-team") that will function as an in-house innovation consultancy by working with partners and stakeholders to tackle two, challenging urban issues in accordance with the requirements set forth on Schedule A attached hereto, as part of the Initiative (the "Program");

WHEREAS, the Donor Advisor has recommended that NPT make a grant to the Grantee in support of the Initiative, as described below; and

WHEREAS, subject to and in reliance on the representations and warranties set forth below, NPT has agreed to make a grant to the Grantee in support of the Initiative upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, NPT AND THE GRANTEE AGREE AS FOLLOWS:

1. Grant. NPT hereby agrees to make a grant of up to SEVEN MILLION DOLLARS ($7,000,000) to the Grantee (hereinafter sometimes referred to as the "Grant" and the "Grant Funds"). The Grant shall be payable in three installments in accordance with the

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payment schedule set forth below; however, NPT reserves the right to delay or reduce any installment payment, in its discretion in consultation with Bloomberg Philanthropies. Grant Funds shall be expended for the purposes set forth in this Agreement during the period beginning on September 1, 2025 and ending on the later of August 31, 2028 or such the completion of the Program, as determined by NPT in consultation with Bloomberg Philanthropies (the "Grant Term"). Grant Funds shall be paid in U.S. Dollars. The Grant Funds being provided to the Grantee under this Agreement are solely an obligation of the Account and are not a general obligation of NPT or its other funds. The Account currently has sufficient assets to make all payments due under this Agreement and all other outstanding agreements, however, the Account is invested and subject to market fluctuations in the value of its assets. NPT invests the Account funds and assets in a manner designed to preserve capital and to minimize the risk of loss, however, the parties acknowledge that the Grant may equal, in the aggregate, less than SEVEN MILLION DOLLARS ($7,000,000) due to the fluctuation in value of the Account funds and assets and that NPT bears no responsibility or liability to any party for such fluctuation. If the Account at any time in the future lacks sufficient funds to make all payments under this Agreement when due in full, NPT reserves the right to reduce or revoke any and all payments due under this Agreement upon written notice to the Grantee. NPT's obligations hereunder may be satisfied in full or in part by the Donor Advisor personally, The Bloomberg Family Foundation Inc. or entities affiliated with either or both of them within the discretion of such donors.

Payment Date	Payment Amount	Contingent Upon
On or before 30 days following NPT's receipt of the countersigned copy of this Agreement	Up to $2,205,000	• Receipt by NPT of the enclosed countersigned copy of this Agreement
On or before November 1, 2026	Up to $2,380,000	• Satisfaction of matching requirements described in Section 5 • Satisfaction of benchmarks described in Schedule A • Timely reports and satisfactory progress with respect to the Program • Compliance with all other terms of this Agreement • The Grantee is still recognized as a governmental entity

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On or before November 1, 2027	Up to $2,415,000	• Satisfaction of matching requirements described in Section 5 • Satisfaction of benchmarks described in Schedule A • Satisfaction of the sustainability requirement described in Schedule A • Timely reports and satisfactory progress with respect to the Program • Compliance with all other terms of this Agreement • The Grantee is still recognized as a governmental entity

2. Purpose. The Grant shall be used by the Grantee to support the Initiative as described in Schedule A attached hereto (the "Program"), and as is consistent with the Program budget as described in Section 3 below.

3. Use of Grant Funds.

(a) Scope and Budget. This Grant is made only for the purposes stated in this Agreement and the Schedules attached hereto, and it is understood that Grant Funds, together with any interest earned thereon, will be used only for such purposes in accordance with the Program Budget, as defined and described in Section 3(b). Any Grant Funds, or interest earned thereon, not expended or committed for the purposes of the Grant, or within the Grant Term above, must be returned to NPT, unless otherwise authorized in writing by NPT.

(b) Budget. A budget for the Program is attached hereto as Schedule B (the "Program Budget"). The Grantee must adhere to the Program Budget. Modifications to the Program Budget can be made only with the written consent of both parties to this Agreement. NPT (in consultation with Bloomberg Philanthropies) must pre-approve any change of 20% or more in any line item. The Grantee must deposit the Grant Funds in an interest-bearing account or other short-term investment vehicle and must apply any interest earned to the Program. Any additional income related to Grant Funds, including but not limited to dividends, interest or appreciation and currency fluctuation must be used for the Program. Interest earned must be reported to NPT in the Periodic Report (as defined below). NPT (in consultation with Bloomberg Philanthropies) reserves the right to withhold funding if said expenditures are not consistent with the Program or in accordance with the Program Budget. In the event of an exceptional exchange-rate fluctuation, the Grantee may request a modification of the Program Budget to lessen the impact of such fluctuation on Program activities.

(c) Key Persons. In order to ensure that the work of the Innovation Team is not jeopardized, it is critical that the Grantee quickly fills vacancies, should they occur, with well-qualified candidates. If the Grantee is notified that a senior member of the Innovation Team (such as the Director or any other person in a senior position) (each, a "Key Person") will cease to devote substantially all of his or her business time and efforts to the Program, the Grantee

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shall notify NPT and Bloomberg Philanthropies of such cessation within 3 business days. After receiving such notification, NPT, in consultation with Bloomberg Philanthropies, shall have the right to discontinue funding the Program or cancel the Grant with respect to any then undistributed Grant Funds if (a) such Key Person's position has not been filled within 90 days after such notification with a person possessing similar skills and capabilities, (b) NPT and Bloomberg Philanthropies have not been provided with documentation demonstrating that the person hired to fill such vacancy is well-qualified to fill the position, or (c) such Key Person does not again begin devoting all of his or her business time to the Program within 10 business days.

(d) Restrictions on Distribution of Grant Funds. The Grantee represents that (i) it shall comply with (and will ensure that none of the Grant Funds will be used in violation of) (A) all applicable anti-money laundering laws ("AML Laws"), (B) the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), or other applicable law relating to fraud, conflicts of interest, bribery, gratuities, or corruption (including mail or wire fraud, honest services fraud, or commercial bribery) (the "Anti-Corruption Laws"), and (C) all sanctions administered or enforced by the United States, including the U.S. Department of the Treasury's Office of Foreign Assets Control, the European Union, the United Kingdom, or any other applicable government authority, or other applicable law ("Sanctions"), (ii) it will not (A) engage in transactions and dealings with sanctioned countries, entities, or individuals, or otherwise engage in activities in violation of, or causing a violation of Sanctions, or (B) directly or indirectly, offer, pay, promise, or authorize, gifts, money, or any other thing of value, corruptly, to any foreign official (as such term is defined in the FCPA), and (iii) Grant Funds shall not be used to support any activities that would require registration under the Foreign Agents Registration Act ("FARA"). The Grantee further represents that it has in place internal controls reasonably designed to promote and achieve compliance with law, including the AML Laws, the Anti-Corruption Laws, and Sanctions and that Grant Funds shall not be used to support any activities within the United States that are undertaken at the direction, control, or request of, or with substantial funding from, a foreign government or political party, nor may Grant Funds be used to influence U.S. policy or public opinion on behalf of any foreign person or entity. Neither NPT nor Bloomberg Philanthropies will, nor will they be expected to, engage in any activities that would implicate the AML Laws, the Anti-Corruption Laws, Sanctions or FARA. The Grantee confirms that no Grant Funds will be paid to, or on behalf of, any government official except to reimburse such government official for the costs of transportation, lodging and meals, in each case at non-excessive business-level rates, that such government official reasonably incurs in connection with attending or otherwise participating in a program funded with Grant Funds hereunder.

(e) Modification of Program. NPT, in consultation with Bloomberg Philanthropies, or the Grantee may request that the Program be modified during the Grant Term, provided any such modifications are reasonable in terms of financial resources. Any modifications to the Program that may result in changes to the Schedule A attached hereto must be approved in writing. The Grantee may request such approval by submitting a revised Schedule A to NPT with an "Acknowledgment and Acceptance" section at the end, which NPT may sign and date if it approves the proposed modifications. Once approved, the revised Schedule A shall supersede and replace the Program description initially attached hereto as Schedule A. If NPT and the Grantee cannot reach an agreement in writing on the terms of any such proposed modification, NPT shall have the right to discontinue funding the Program or

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terminate the Agreement and give notice to the Grantee to immediately return the remaining balance of any unused or uncommitted Grant Funds, provided however, that NPT shall make Grant Funds available for reasonable Program expenses incurred by the Grantee prior to the termination of the Agreement.

(f) Promotion of the Program. The Grantee shall (i) work with NPT, in consultation with Bloomberg Philanthropies, to maximize ongoing media opportunities including but not limited to Mayoral events, press releases, social media promotion and (ii) participate in, and provide leadership with respect to, creating communities of interest in the Program. In addition, the Grantee shall work with NPT and consultants hired by Bloomberg Philanthropies to document the Program by facilitating and/or producing publications, audio or video programming, film or other media regarding the Program. Further requirements with respect to promotion of the Program are set forth in Schedule A attached hereto.

(g) Cooperation with Consultants. The Grantee shall cooperate with and provide information to the consultants provided by Bloomberg Philanthropies to serve as a learnings and technical assistance partner on the Program. Such cooperation shall include participating in routine calls, periodic meetings and site visits, and providing information about the Program when requested.

(h) Restriction on Use. For the avoidance of doubt, Grant Funds shall not be used to pay compensation to Bloomberg Philanthropies.

4. Reporting. Periodic reports (each, a "Periodic Report") shall be provided by the Grantee to NPT during the term of the Grant in accordance with the following schedule:

Report Type	**Report Requirements**	**Report Due Date**
Periodic Report	Activity for the period from September 1, 2025 through February 28, 2026	March 31, 2026
Periodic Report and Match Certification	Activity for the period from March 1, 2026 through August 31, 2026 Match Requirement – certification required by Section 5	September 30, 2026
Periodic Report	Activity for the period from September 1, 2026 through February 28, 2027	March 31, 2027
Periodic Report and Match Certification	Activity for the period from March 1, 2027 through August 31, 2027 Match Requirement – certification required by Section 5	September 30, 2027
Periodic Report	Activity for the period from September 1, 2027 through February 29, 2028	March 31, 2028
Final Periodic Report	Activity for the period from September 1, 2025 through August 31, 2028	October 15, 2028

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(a) Each Periodic Report shall contain a financial statement and a narrative account of what was accomplished by the expenditure of Grant Funds (including progress made toward achieving the goals of the Grant and the Program and an assurance that the activities under the Grant and the Program have been conducted in conformity with the terms of this Agreement). The financial statement shall reflect all expenditures made with the Grant Funds and the interest earned as of the end of the applicable reporting period.

(b) Reports shall be delivered electronically to npt@nptrust.org at NPT. Copies shall be provided either by electronic mail to reports@bloomberg.org and governmentinnovation@bloomberg.org or through the BGive portal (if applicable).

(c) The Grantee may be required to submit additional Periodic Reports as requested by NPT in consultation with Bloomberg Philanthropies (format to be specified by NPT) on Program progress, including, after the date stated as the Grant ending date in Section 1 of this Agreement, reports with respect to committed but not yet disbursed Grant Funds. To the extent Grant Term has not yet ended by August 31, 2028, the Grantee shall submit semi-annual financial and narrative reports in line with the Periodic Reports until the end of the Grant Term.

(d) Within 60 days after the end of each of its fiscal years during the Grant Term, the Grantee shall provide to NPT and Bloomberg Philanthropies a summary of the Grantee's annual revenues and expenses.

(e) The Grantee acknowledges that NPT and Bloomberg Philanthropies are relying on the accuracy of the information provided by the Grantee both before and during the Grant Term for purposes including but not limited to conducting due diligence and reviewing Periodic Reports. The Grantee represents that NPT and Bloomberg Philanthropies may continue to rely on this information and on any additional information provided to NPT and/or Bloomberg Philanthropies by the Grantee.

(f) For the avoidance of doubt, the Grantee shall not provide NPT or Bloomberg Philanthropies with any protected information, including personally identifiable, protected health, or third-party confidential information without obtaining (i) NPT's or Bloomberg Philanthropies', as relevant, prior written approval and (ii) all necessary consents legally required to disclose such information.

(g) If any report required hereunder is not submitted by the Grantee to NPT, further payments, if any, under this Grant to the Grantee may be withheld in the sole discretion of NPT.

(h) Additional Items. The Grantee shall promptly provide notice to NPT and Bloomberg Philanthropies by electronic mail addressed to npt@nptrust.org and legal@bloomberg.org and/or through the BGive portal (if applicable), and confirm that NPT and Bloomberg Philanthropies have actually received such notice, if it becomes aware, at any time during the Grant Term, of any of the following: (i) any misappropriation of Grant Funds or material misappropriation of other assets of the Grantee; (ii) the occurrence of an excess benefit transaction between the Grantee and any of its disqualified persons or an act of self-dealing by

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any of the Grantee's disqualified persons; (iii) a material violation of the Grantee's conflicts of interest policy; (iv) a formal investigation of an allegation of any of the foregoing; or (v) any government request, inquiry or investigation of the Grantee, including any alleged violation of federal or state law. Additionally, the Grantee shall provide reasonable notice to NPT and Bloomberg Philanthropies by electronic mail addressed to npt@nptrust.org and legal@bloomberg.org and/or through the BGive portal (if applicable), and confirm that NPT and Bloomberg Philanthropies have actually received such notice, if there is any substantial change to the Grantee's operations, including structure, governance or business practices, and inform NPT and Bloomberg Philanthropies of the details related to such change.

5. Matching Requirement. The purpose of the matching requirement is to accelerate impact in the Grantee's priority areas by generating new resources that otherwise would not have been dedicated to the Program. The "Matching Requirement" shall consist of the following conditions and shall be satisfied if the following conditions are met:

(a) The Grantee shall match the Grant Funds by raising a total amount equal to at least $2,333,333 (the "Matching Funds"). One-half of the Matching Funds shall be secured by the Grantee by September 30, 2026 and the balance shall be secured by the Grantee by September 30, 2027.

(b) By each of September 30, 2026 and September 30, 2027, the Grantee shall provide a certification of the amount that has been raised by the Grantee during the preceding year in compliance with this Section 5, including information about amounts paid, amounts pledged and amounts received in respect of prior pledges in fulfillment of the Matching Requirement.

(c) Funds that are eligible for Matching Requirement purposes include pledged amounts, outright grants or gifts, or amounts appropriated through the Grantee's budget-setting process (but only to the extent that the annual appropriations during any matching period exceed the annual appropriation that existed prior to the date of this Agreement), which are designated to be used to support the Initiative and/or the Innovation Team and which are made in cash, unless otherwise agreed to by NPT in consultation with Bloomberg Philanthropies. In addition, Matching Funds shall be used as specified in Schedule A attached hereto.

(d) If the Grantee has not fulfilled the Matching Requirement during the required period, NPT's obligation to disburse any unpaid portion of the Grant Funds shall, in NPT's sole discretion (in consultation with Bloomberg Philanthropies), terminate and, with respect to those Grant Funds already disbursed by NPT but not matched by the Grantee, NPT shall review the Grantee's position and determine, in consultation with Bloomberg Philanthropies, if (i) the Grant Term and matching period should be extended, (ii) the unmatched portion of the Grant Funds should be returned to NPT or (iii) other options should be pursued.

6. Record Maintenance and Inspection. The Grantee shall make its books and records available for inspection at reasonable times by NPT and Bloomberg Philanthropies or their assignee(s). The Grantee shall maintain records of expenditures, as well as copies of the reports submitted to NPT and Bloomberg Philanthropies, for at least four years after the Grant Funds have been fully expended. Additionally, the Grantee shall provide copies of any reports

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or findings resulting from research or evaluation of the Program conducted or commissioned by the Grantee. NPT and Bloomberg Philanthropies may monitor and conduct evaluations of Grantee operations either in person or otherwise. Such monitoring may include, but is not limited to, NPT's and/or Bloomberg Philanthropies' personnel or assignees: (i) visiting the Grantee to observe the Program and the Grantee's general operations, (ii) speaking with Grantee staff members regarding the Program and the Grantee's general operations and (iii) conducting a review of the Grantee's financial and other records.

7. Compliance. If NPT (in consultation with Bloomberg Philanthropies) is not satisfied with the progress of the Program or the content of any written report or the management of the Grantee or if the Grantee breaches any provision of this Agreement, NPT shall have the right to suspend or discontinue the funding of the Program or to cancel this Agreement and give notice to the Grantee to immediately return the remaining balance of any unused or uncommitted Grant Funds.

8. Grant Announcements and Public Reporting. The Grantee shall provide NPT a copy of any proposed Media Release or Donor Acknowledgment, each as defined below, and obtain the approval of NPT with respect to the content, timing and means of distribution of any such Media Release or Donor Acknowledgment prior to its distribution. The Grantee shall consult with NPT and Bloomberg Philanthropies and, at NPT's and Bloomberg Philanthropies' request, reference Bloomberg Philanthropies before issuing any Donor Acknowledgments. Additionally, in the event of any disclosure (a) requested by a third party or government entity or (b) required by law or legal process that includes the Grantee's contributors, the Grantee will give NPT and Bloomberg Philanthropies as much prior written notice as is practical under the circumstances.

(a) Representation. The Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all works contained or used in the Media Releases and/or Donor Acknowledgments.

(b) Definitions. For purposes of this Agreement, "Media Release" shall mean any publication, advertising, speech, lecture, interview, press release, internet web page or other media venue of any kind that makes reference to the Grant and "Donor Acknowledgments" shall mean each of its donor acknowledgements (print and digital) related to the Program, the Grantee's other programs supported by Bloomberg Philanthropies and all other crediting of the Grantee's organizational support.

(c) Recognition. In consideration of this Grant, the Grantee agrees that any recognition given to the Donor Advisor shall refer to Bloomberg Philanthropies rather than either the Donor Advisor himself or NPT. **For the avoidance of doubt, any and each use of the Bloomberg Philanthropies name and/or logo in any format (including in a Media Release or Donor Acknowledgement) must receive Bloomberg Philanthropies' prior written consent in accordance**

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with a process as specified by Bloomberg Philanthropies. The parties intend that no such recognition constitutes, directly or indirectly, a more than incidental benefit.

9. Grantee Contact. The Grantee's primary contact for this Grant shall be Florence Simon, Director, of the Grantee. Ms. Simon will maintain day-to-day contact with Sascha Haselmayer, or such other person(s) whom Bloomberg Philanthropies may designate from time to time to serve as the Bloomberg Philanthropies contact for this Grant.

10. Prohibited Uses. The Grantee represents and warrants that it shall not use any part of the Grant Funds or the income therefrom for any of the following purposes: (1) to provide any private benefit to the Donor Advisor or any other advisor to the Account, any family member thereof, any other person described in Section 4958(f)(7) of the Code with respect to the Account, or to any individual who is not an appropriate beneficiary of the Grantee's charitable programs; (2) for lobbying, political contributions or to support political campaigns; or (3) for any other purpose other than one specified in Section 170(c)(2)(B) of the Code. The Grantee further represents and warrants that it does not and will not knowingly provide financial support or other resources to any individual or entity to further unlawful acts including acts of violence or terrorism, and the Grantee is in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, groups, or countries subject to Office of Foreign Assets Control sanctions. The Grantee will not provide any tax substantiation letter to the Donor Advisor or any other Advisor to the Account in connection with this Grant. Any acknowledgment letter from the Grantee regarding the Grant shall be provided only to NPT.

11. Confidentiality. Each party recognizes that it may have access to information of a proprietary or confidential nature owned by the other party. Each party agrees to indicate to the other whether any information that is shared with the other is proprietary, private and confidential (information so identified, the "Confidential Information"). For the avoidance of doubt, this Agreement is Confidential Information. Each party agrees to keep the Confidential Information in strictest confidence and protect it from disclosure; provided that (i) the parties may disclose any Confidential Information to the extent required by law, and then only with as much prior written notice to the non-disclosing party as is practical under the circumstances, and (ii) NPT may disclose Confidential Information regarding the Grantee to the Donor Advisor and Bloomberg Philanthropies. Each party hereby waives any and all right, title and interest in and to the Confidential Information of the other and agrees to return all physical copies, and destroy all electronic copies, of such Confidential Information, except as otherwise agreed, at their expense, upon the expiration or termination of this Agreement. For purposes of this Agreement, Confidential Information of NPT shall include confidential information regarding the Donor Advisor and Bloomberg Philanthropies.

12. Power to Rescind or Amend. The parties to this Agreement reserve the power, only by joint action, to rescind or amend this Agreement by a written agreement signed by each of them to such effect.

13. Reliance; Limitation of Liability. NPT acknowledges and understands that the Grantee is relying on this commitment to make the Grant. Notwithstanding any contrary provision contained herein: (i) NPT shall have no obligation to make any payment hereunder if

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doing so would violate any law, rule, or regulation applicable to NPT; (ii) NPT shall not be obligated to make any payment hereunder in an amount greater than the balance in the Account; (iii) NPT shall not be obligated to make any installment if it has not received a recommendation to do so from the Donor Advisor.

14. Requirement to Maintain Tax Status; Right to Terminate. The Grantee represents and warrants that it is exempt from United States federal income tax under Section 501(c)(3) of the Code and is qualified as an organization exempt from income taxation as a government entity. If any change in the Grantee's qualification as such an organization occurs, the Grantee shall notify NPT in writing within five business days after learning of such change. The parties agree that NPT may respond to any such notification by terminating NPT's obligation under this Agreement to distribute the Grant or any part of the Grant not yet distributed, and giving notice to the Grantee to immediately return the remaining balance of any unused Grant Funds.

15. Representations and Covenants. The Grantee represents, warrants and covenants to NPT that it is and will remain for the duration of the Grant Term in compliance with all applicable local, city, state, federal and international laws, rules, regulations or court orders, including, but not limited to, all applicable laws and regulations under the Code, environmental laws, safety and health laws, and labor and employment laws (including those addressing discrimination, harassment and retaliation), other antidiscrimination laws, court orders, rules and regulations, including all applicable ethical, legal, regulatory and safety requirements and standards, and will not infringe, misappropriate, or violate the intellectual property, privacy or publicity rights of any third party. The Grantee represents and warrants that the Grantee shall monitor legal developments and continually assess compliance with laws, including newly enacted legislation, court rulings, regulations, and other binding directives. The Grantee represents and warrants that the Grantee shall obtain and maintain all necessary approvals, consents and reviews under the Program and shall establish and maintain appropriate policies and procedures for training staff and receiving and addressing complaints regarding discrimination, harassment, retaliation, and other forms of workplace misconduct. Additionally, the Grantee represents and warrants that it shall maintain insurance coverage sufficient to cover the activities, risks and potential omissions of the Program in accordance with generally accepted industry-standards and as required by law. The Grantee is responsible for all acts and omissions of any trustee, director, officer, employee, sub-grantee, sub-contractor, contingent worker, agent and affiliate of the Grantee or any sub-grantee under the Program and for ensuring their compliance with the terms of this Agreement.

16. No Third-Party Beneficiaries; No Contractual Relationship With Others. The Grantee acknowledges and agrees that NPT's provision of funding under this Agreement does not create any contractual relationship between NPT or the Donor Advisor and any third-party that receives services, benefits, or assistance as a result of the Grant. No third-party shall be deemed a beneficiary of this Agreement, and neither NPT nor the Donor Advisor shall have any obligation, liability, or responsibility for any claims, actions, or disputes arising between the Grantee and any third-party. The Grantee shall be solely responsible for all aspects of its use and distribution of the Grant Funds in accordance with this Agreement.

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17. Indemnification. The Grantee agrees to indemnify, protect, defend, and hold NPT, the Donor Advisor, their affiliates and related companies, and the employees, agents, officers, managers and directors of each (the "Indemnified Parties"), harmless from and against any losses, costs, damages, claims or expenses, including reasonable attorneys' fees, arising out of or resulting from (i) the Grantee's breach of this Agreement, (ii) the negligence or willful misconduct of the Grantee or any of its agents, sub-grantees, contractors, sub-contractors or employees in connection with the Program, and (iii) performance of the Program. The Grantee agrees that any activities by NPT or the Donor Advisor in connection with the Program, such as its review or proposal of suggested modifications to the Program, will not modify or waive the Indemnified Parties' rights under this Section 17. The Grantee's obligations are limited to the extent permitted or precluded under applicable laws, including state governmental immunity acts or state constitution. Nothing in this Agreement will constitute an express or implied waiver of the Grantee's governmental and/or sovereign immunities, if any.

18. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This Agreement shall be binding upon, inure to the benefit of, and may be enforced by, each of the parties to this Agreement and its successors and permitted assigns. Each provision of this Agreement shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This Agreement shall not be assigned without the prior written consent of NPT. This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail. For the avoidance of doubt, references in this Agreement to "consultation with Bloomberg Philanthropies" indicate that Bloomberg Philanthropies may provide advice and/or a recommendation to NPT; however, this language does not impose any limitation or legal obligation on NPT. NPT retains sole discretion with respect to the rights afforded to it under this Agreement.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures:

By: Signed by: Jennifer Mulhall-Brereton 3ECB671729EE469...

National Philanthropic Trust

Name: Jennifer Mulhall-Brereton
Title: Chief Philanthropy Officer

By: _____

City of San Francisco, California

Name: _____
Title: _____

Date: _____

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Schedule A
Program Description[1]

Overview

Bloomberg Philanthropies' Innovation Teams Program helps city halls solve problems in new ways. The innovation teams ("i-teams") help municipalities and their leaders unlock bold approaches to priority local issues and reliably deliver results for residents.

Bloomberg Philanthropies is supporting the City and County of San Francisco, California (the "City") in building a next-generation innovation team that will serve as a catalyst for designing and scaling solutions to the City's most pressing challenges and offer a model and learnings to other local governments tackling similar challenges.

The grant will establish:

(1) an i-team comprised of individuals with innovation skills to deliver ambitious outcomes on the City's priorities, (2) the spread of innovation and accountability practices across city government, and (3) development of a model of transparent, resident-centered service delivery.

In 2026, the i-team will lead the City's effort to launch an Open Innovation Challenge to mobilize the creativity and ideas of residents and organizations across the City in delivering new solutions around a priority local issue. A program partner with deep experience in open public innovation will be appointed by Bloomberg Philanthropies to provide end-to-end production for the Challenge, including platform design, outreach, events, and potential prizes. These services will be provided at no cost to the i-team and may not be paid for using grant funds.

Role of the Innovation Team

Serving as members of the City's senior leadership team, i-teams focus on improving the lives of residents, and ultimately delivering transformational change, by engaging city stakeholders in a collaborative innovation process.

i-teams are not responsible for implementing the initiatives and solutions once they are developed and instead work with relevant city offices and departments throughout the innovation process to collaboratively build solutions and map implementation.

When ideas move to implementation, the sponsor of the project assumes responsibility for delivery, and the i-team's role shifts to occasionally providing guidance and thought leadership as needed.

This division of responsibility enables city departments to take ownership of the implementation and performance management process and allows the i-team to be deployed to new city challenges. It is expected that teams analyze, and document lessons learned so other cities around the world can leverage those lessons and apply to their own challenges.

The City's i-team will sit in the Mayor's Office, with direct accountability to Mayor Daniel Lurie, and will collaborate closely with relevant city departments. Program support like

[1] For the sake of clarity, no lobbying or legislative advocacy will be done using Grant Funds.

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coaching, mentoring, and technical assistance will be provided by the Program Support Team with deep experience in public sector innovation appointed by Bloomberg Philanthropies, who will work in partnership with the Bloomberg Center for Public Innovation. These services will be provided at no cost to the i-team and may not be paid for using grant funds.

Below are a few distinct features of this next-generation i-team:

1. Embedded Across Mayoral Portfolios

- The i-team will work directly under five Chiefs (Homelessness/Health, Housing & Economic Development, Public Safety, Strategy & Performance and Climate & Infrastructure) instead of one discrete policy area, functioning as a "systems enabler" rather than a single-issue consultancy.

2. Open Innovation Practices

- A new Service Designer role will develop and deploy challenge or outcome-driven open innovation methods and practices.

3. Innovation Ecosystem Leadership

- A dedicated Product Manager will orchestrate the City's public–private–civic tech ecosystem, mobilizing local companies and partners through open innovation challenges.

4. Open Innovation & Behavioral Insights

- The team will launch an Open Innovation Challenge to co-develop solutions with residents and private partners and embed behavioral insights to improve uptake of city services.

5. Expanded Capabilities

- The i-team will add new capabilities including organizational design and evaluation.

Program Supports
In addition to grant funds to hire i-team members, the City's i-team will receive:

a. Training: instruction on successful innovation tools and techniques
b. City Support: technical assistance and individualized support
c. Network: expert and peer city connections
d. Playbook and Tools: resources to guide innovation work
e. Expert support to deliver an Open Innovation Challenge as outlined above

Budget
Grant Funds may be used for the salaries and benefits of i-team members (Personnel Services or PS) and for expenses related to their work (Other Than Personnel Services or OTPS). Grant Funds may not be used for the direct implementation of programmatic initiatives. Any matching

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funds provided by the City can be used for PS, OTPS, prototypes, pilots, and the full implementation of initiatives.

Personnel Services
The City's i-team will comprise 9 members. The City will also contribute in-kind staff, programmatic infrastructure, and potential co-funding.

The i-team shall have a Director. Beyond a Director, the composition of the i-team has been customized to align with the existing capacity in the Mayor's Office and the specific needs of the City, as well as a Bloomberg Philanthropies identified staffing model for effective innovation programs.

a. Salaries of i-team members shall be commensurate with other City staff at similar levels.
b. Fringe benefits for i-team members shall be provided commensurate with other City staff at similar levels.
c. Workspace and equipment provided for i-team members (computer, printer, phone, etc.) shall be commensurate with other City staff at similar levels.
d. i-team members should allocate their time to activities as outlined in this Agreement according to the FTE percentages in the Grantee's approved budget.
e. Grant Funds may not be used to support or compensate personnel who are not members of the i-team.
f. For all personnel changes, the Grantee must comply with the requirements outlined in the Agreement.

Other Than Personnel Services (OTPS)
Grant Funds may also be used for OTPS expenses directly associated with the i-team's work.

Eligible OTPS expenditures include, but are not limited to: consultancy services, graphic design and printing, independent evaluation, travel, and training (including training of agency staff working on the priority projects).

a. Spending in these areas should be done in accordance with existing City policies and procedures.
b. Before i-teams' engage consultants (costing $20,000 or more), they should first provide NPT with an intended scope of work and outcomes for approval.
c. Grant Funds may not be used to support the direct implementation of programmatic initiatives the i-team is project managing.

Sustainability
The City is expected to secure public and philanthropic funding to sustain a robust innovation office. The goal of this grant is not simply continuity but transformation—by September 2028, the i-team should have built sufficient local and philanthropic partnerships to eliminate the need for philanthropic funding beyond the grant term.

At two specified points during the grant term, the City's leadership, in partnership with Bloomberg Philanthropies, will convene funders and civic partners to broaden the base of

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support for innovation capacity building across city government. The i-team will be expected to play a catalytic role in institutionalizing these partnerships and embedding open innovation practices across departments.

By the conclusion of the grant, the City will have adopted a formal public innovation and accountability strategy and demonstrated a sustainable model of innovation funding that leverages multiple partners beyond Bloomberg Philanthropies.

Matching Funds

The City will be expected to match the grant at a 1:3 ratio (1 matched dollar for every 3 grant dollars). The purpose of the matching requirement is to accelerate impact by generating new resources (public or private) for the City's innovation program. Half of the required match must be raised by September 30, 2026. The balance must be raised by September 30, 2027. Moving a grant-funded i-team position onto the public budget would count towards the match. i-teams that are successful in securing match funding to cover the salary and benefits of the Director early on (or senior grant-funded position) are most effective at sustaining the team after the grant ends. In-kind contributions of existing staff time do not count towards the match. Cities have consistently met and often exceeded match requirements, typically by securing matched funds for the implementation of the initiatives developed by the i-team.

Scope of Work

i-teams support agency leaders and staff through a data-driven process to assess problems, generate responsive new interventions, develop partnerships, and deliver measurable results. As such, the core of the i-team's activities fall within the approach, as articulated by the Program.

Scope of Work: Priorities

a. Mayors and city leaders use i-teams to bring creative new approaches to their cities' most pressing problems. Because they work on their city's top priority areas that directly improve the lives of residents, i-teams are uniquely positioned to make big changes on difficult problems that span departments, adding critical new capacity where it can have significant impact. Issues that make for successful i-team challenges are ones where the solution spans multiple agencies or stakeholders, and where there is demand and appetite for bold, new thinking, as well as a clear owner for the problem and future implementation. i-teams first complete research and analysis to develop new solutions that generate measurable impact. These are expected to not only include digital technology solutions, but also a portfolio of service, program, or policy measures that can address root causes of the problem.
b. i-teams are not meant to execute existing plans or solutions. With an i-team, cities can take a fresh and comprehensive look at an issue and challenge assumptions about the nature of the problem. Grounded in quantitative and qualitative data, the i-team process seeks to uncover new and better ways to address the issue. If there is already clarity around the nature of the problem and the solutions to address it, it is not a fit for an i-team.
c. i-teams work on their city's top priorities, moving from one priority to the next. **For the City, this may include homelessness, violence prevention, and transportation, among**

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other issues. All i-team project priority areas should be shared and confirmed with the NPT and in consultation with Bloomberg Philanthropies prior to beginning work.

d. Within 30 days of the signing of this agreement, the City will confer with the Program Support team, NPT and Bloomberg Philanthropies to determine the cadence of regular meetings, stocktakes, updates and sign-offs needed to advance the work.

Scope of Work: Expectations and Deliverables

The City will position the i-team for success by:

a. Integrating the i-team Director with the City's senior leadership team.

b. Providing access to city resources (legal, procurement, IT, communications).

c. Ensuring the active participation of senior staff and department leadership in the i-team's efforts.

d. Elevating the work internally and externally with the public and partners.

e. Supporting efforts to secure matching funds and to sustain the i-team beyond the grant term.

Listed below are the steps associated with successful i-team impact in cities around the globe. All Bloomberg Philanthropies funded i-teams commit to following this roadmap, getting feedback from innovation expert partners on these milestones along the way.

a. Ambitious, Impactful Mission, Problem Frame
b. Research: Plan, Synthesis, Revised Problem Frame
c. Portfolio of Initiatives + Prototypes
d. Prototype / Initiative Findings + Implementation Plan
e. Impact Report
f. Sustainability Plan

The technical assistance provided through this grant is structured to ensure the City has ongoing access to world-class advice and mentorship as it adopts the innovation process and makes it unique to its context. The milestone outputs above (a. – f.) are shared with the Program Support Team to enable this feedback and coaching to occur.

An important note on targets: setting an internally articulated ambitious target for impact sends a signal at the beginning of the innovation process about the expectations for new and big thinking. It is a core requirement of this work and the City's success will be measured against agreed upon targets.

Scope of Work: Spreading Innovation

The City's i-team will work to spread innovation and accountability practices across city government. This includes training officials in experimentation and resident-centered design,

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supporting agency partners in building capacity, and embedding innovation practices into the City's culture of governance.

Public Communication

A key goal of the program is to tell accessible, resident-centered stories of impact that demonstrate the value of innovation and accountability in city hall. The City will collaborate with Bloomberg Philanthropies and its partners to maximize communication opportunities, including city-generated media, participation in Bloomberg Philanthropies network events, and documentation of the i-team's work. Any press releases or other public materials must be shared with NPT and Bloomberg Philanthropies at least ten (10) working days in advance of publication for review and approval.

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Schedule B
Budget

[*To be inserted in final PDF*]