



INNOVATION TEAMS

EXECUTION VERSION

**GRANT AGREEMENT
BETWEEN THE BLOOMBERG FAMILY FOUNDATION INC.
AND THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA**

GRANT AGREEMENT (hereinafter referred to as the “Agreement”) made as of September 1, 2021 (the “Effective Date”) by and between The Bloomberg Family Foundation Inc. (the “Foundation”) and the City and County of San Francisco, California (the “Grantee”), acting through the Office of Mayor London N. Breed.

WHEREAS, the Foundation has created an initiative with the purpose of helping cities to develop and implement effective solutions to their highest-priority problems through the use of Innovation Teams or i-teams (as defined below), as more fully described in Schedule A attached hereto (the “Initiative”);

WHEREAS, the Grantee is well positioned to benefit from the Initiative and agrees to the provisions herein; and

WHEREAS, the Foundation wishes to make a donation to the Grantee as part of the Initiative whereby the Grantee will create an Innovation Team, as described below.

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

1. Grant. The Foundation has pledged and agreed that the Grantee will receive cash or cash equivalents in an amount up to THREE MILLION, FOUR HUNDRED SEVEN THOUSAND DOLLARS (\$3,407,000) (hereinafter sometimes referred to as the “Grant” and the “Grant Funds”). Grant Funds shall be available during the period beginning on the Effective Date and ending on August 31, 2024 (the “Grant Term”) or such earlier or later termination date as provided in this Agreement. Grant Funds shall be paid in U.S. Dollars. Grant Funds will be paid in three installments after receipt by the Foundation of the enclosed countersigned copy of this Agreement and according to the following payment schedule and instructions for payment:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Contingent Upon</u>
On or before 30 days following the Foundation's receipt of the countersigned copy of this Agreement	Not to Exceed \$1,257,000	<ul style="list-style-type: none"> • Receipt of countersigned copy of this Agreement
On or before November 1, 2022	Not to Exceed \$1,367,000	<ul style="list-style-type: none"> • Satisfaction of matching requirements described in Section 5 • Satisfaction of benchmarks described in <u>Schedule A</u> • Timely reports and satisfactory progress with respect to the Program • Compliance with all other terms of this Agreement
On or before November 1, 2023	Not to Exceed \$783,000	<ul style="list-style-type: none"> • Satisfaction of matching requirements described in Section 5 • Satisfaction of benchmarks described in <u>Schedule A</u> • Satisfaction of the sustainability requirement described in <u>Schedule A</u> • Timely reports and satisfactory progress with respect to the Program • Compliance with all other terms of this Agreement

2. Purpose. The Grant shall be used by the Grantee to create and support an Innovation Team (or “i-team”) that will function as an in-house innovation consultancy, moving from one city priority to the next by working with partners and stakeholders to tackle big, challenging urban issues in accordance with the requirements set forth on Schedule A attached hereto, as part of the Initiative established and defined by the Foundation (the “Program”), and in a manner consistent with the Program as outlined in this Agreement, the schedules attached hereto and the Program budget as set forth on Schedule B attached hereto (the “Program Budget” or the “Budget”).

3. Use of Grant Funds.

(a) Scope. The Grantee warrants and agrees that, consistent with United States law, Grant Funds shall be expended only for charitable, scientific, literary, or educational purposes. This Grant is made only for the purposes stated in this Agreement and the Schedules

attached hereto, and Grant Funds shall be used only for such purposes in accordance with the Program Budget described in Section 3(b). Any Grant Funds not expended or committed for the purposes of the Grant, or within the period stated above, must be returned to the Foundation, unless otherwise authorized in writing by the Foundation.

(b) Budget. The Program Budget has been developed to cover all costs related to the Program and the Foundation's funding of the Program. Each year during the Grant Term, the Grantee and the Foundation shall work together to produce an annual budget based on the Grantee's and the Foundation's estimates of the appropriate allocation among budget lines, and if the Grantee has not provided to the Foundation final annual Budgets (incorporating any agreed-upon changes) satisfactory to the Foundation by the dates provided in Section 4(d), the Grantee shall return any unexpended or uncommitted Grant Funds to the Foundation, and the Foundation shall have the right to discontinue funding the Program or cancel the Grant with respect to any then undistributed Grant Funds. Once approved by the Foundation, the final annual Budgets for 2022 and 2023, respectively, shall supersede and replace the final approved Program Budget for 2021 initially attached hereto as Schedule B. The Grantee must adhere to the Program Budget. The Foundation must pre-approve any change of 10% or more in any line item. Any activities not included in the Program must receive prior Foundation approval. The Foundation reserves the right to withhold funding if said expenditures are not consistent with the Program or in accordance with the Program Budget. In addition, indirect costs can in no event represent more than 15% of the Program Budget. For the purposes of this Agreement, indirect costs shall mean those costs that have been incurred by the Grantee that cannot be identified specifically in reference to a particular program but relate to several programs, including the Program. 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 the Foundation in the Periodic Report (as defined below).

(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 shall notify the Foundation of such cessation within 3 business days. The Foundation 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 60 days after such notification with a person possessing similar skills and capabilities, as determined by the Foundation in its sole discretion, (b) the Foundation has 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 it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European

Union. The Grantee will take all precautions necessary to ensure that none of the Grant Funds will be used (i) in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law. In addition, the Grantee confirms that no Grant Funds will be paid to, or on behalf of, U.S. Government officials, except as permitted under Treasury Regulation 53.4941(d)-3(e).

(e) Media Documentation. The Grantee shall use its best efforts to document the Program by facilitating and/or producing publications, audio or video programming, film or other media regarding the Program.

(f) Sub-Grants and Sub-Contracts. The Grantee shall not be permitted to use any portion of the Grant Funds to make sub-grants to other organizations or individuals. It is understood that the Grantee may make sub-contracts in connection with the Program. The Grantee has the exclusive right to select such sub-contractors for the Program. The Foundation has not earmarked the use of the Grant Funds for any specific sub-contractor. The Grantee may make payments to sub-contractors in currencies other than in U.S. Dollars; however, the Grantee must retain any gains/losses from currency exchanges in the Program Budget to be used for the Program specifically for sub-contracts, unless otherwise approved by the Foundation per Section 3(a). The Grantee shall also report any significant currency fluctuation to the Foundation. The Grantee is responsible for ensuring that all sub-contractors use the Grant Funds for the purposes of the Grant and the Program. The Grantee shall not, and shall require that its sub-contractors funded with proceeds of the Grant Funds not, make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any sub-contractor.

(g) Modification of Program. The Foundation may request that the Grantee modify the Program during the term of the Grant, 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 (including by email) by the Foundation. Once approved, the revised Schedule A shall supersede and replace the Program description initially attached hereto as Schedule A. If the Foundation and the Grantee cannot reach an agreement about the terms of any such proposed modification, the Foundation shall have the right to discontinue funding the Program or cancel the Grant with respect to any then undistributed Grant Funds.

(h) Promotion of the Program. The Grantee shall (i) work with the Foundation 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 the Foundation 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.

(i) Cooperation with Consultants. The Grantee shall cooperate with and provide information to the consultants provided by the Foundation 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.

4. Reporting.

(a) Periodic Reports. The Grantee shall provide periodic reports (the “Periodic Report”) in accordance with this Section 4, including the delivery schedule set forth below in Section 4(c). Each Periodic Report shall be signed by an appropriate officer of the Grantee and shall include (i) a financial report reflecting expenditures according to the line-item categories of the Program Budget as of the end of the applicable reporting period and reflecting the use of additional income related to the Grant Funds described in Section 3(b) and (ii) a narrative account of what has been accomplished by the expenditure of Grant Funds (including an assurance that the activities under the Grant and the Program have been conducted in conformity with the terms of this Agreement). The narrative reports shall also include copies of any media coverage of the Program and two copies of any publication, audio or video program, film or other media project produced by the Grantee under this Grant for archival, research or presentation purposes. The Foundation shall have the right to make, or obtain from the Grantee, additional copies of any Grant product and to disseminate such products.

(b) Additional Items. The Grantee shall immediately provide notice to the Foundation either by electronic mail addressed to legal@bloomberg.org or through the BGive portal (if applicable), and confirm that the Foundation has 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 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 any of the Grantee’s disqualified persons; (iii) a violation of the Grantee’s conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

(c) Specific details and formats for all reports will be shared at a later date. All reports should be submitted electronically either by electronic mail to reports@bloomberg.org and governmentinnovation@bloomberg.org or through the BGive portal (if applicable) on or by the following dates:

Report Type	Report Requirements	Report Due Date
Periodic Report and Proposed Budget	Activity for the period from September 1, 2021 through February 28, 2022 Proposed Budget for the period from September 1, 2022 through August 31, 2023	April 1, 2022
Periodic	Activity for the period from March 1, 2022	October 1, 2022

Report and Match Certification	through August 31, 2022 Match Requirement – certification required by Section 5	
Periodic Report and Proposed Budget	Activity for the period from September 1, 2022 through February 28, 2023 Proposed Budget for the period from September 1, 2023 through August 31, 2024	April 1, 2023
Periodic Report and Match Certification	Activity for the period from March 1, 2023 through August 31, 2023 Match Requirement – certification required by Section 5	October 1, 2023
Periodic Report	Activity for the period from September 1, 2023 through February 29, 2024	April 1, 2024
Final Periodic Report	Activity for the period from September 1, 2021 through August 31, 2024	October 15, 2024

(d) The Grantee may be required to submit additional periodic reports as requested by the Foundation (format to be specified by the Foundation) 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.

(e) If any report is not submitted, further payments, if any, under this Grant or under any other Foundation grant to the Grantee may be withheld in the sole discretion of the Foundation.

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 \$1,135,667 (the “Matching Funds”). One-half of the Matching Funds shall be secured by the Grantee by October 1, 2022 and the balance shall be secured by the Grantee by October 1, 2023.

(b) By each of October 1, 2022 and October 1, 2023, 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) 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 are eligible for Matching Requirement purposes, unless otherwise agreed to by the Foundation. In-kind contributions of existing staff time do not count towards the Matching Requirement. 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, the Foundation's obligation to disburse any unpaid portion of the Grant Funds shall, in the Foundation's sole discretion, terminate.

6. Record Maintenance and Inspection. The Grantee shall make its books and records available for inspection at reasonable times by the Foundation or its assignee. The Grantee shall maintain records of expenditures, as well as copies of the reports submitted to the Foundation, for at least four years after completion of the use of the Grant Funds. The Foundation may monitor and conduct evaluations of Grantee operations either in person or otherwise. Such monitoring may include, but is not limited to, the Foundation's personnel or assignees: (i) visiting the Grantee to observe the Program, (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. Prohibition on Lobbying and Other Compliance with Tax Laws. Grantee warrants that, consistent with restrictions set forth in the Internal Revenue Code of 1986, as amended, Grant Funds shall not be used by the Grantee:

(a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

(c) to engage in activities that require any person actively involved in the Program to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

8. Grantee Representation. The Grantee represents that conduct by the Grantee of the activities described in Schedules A and B hereto in the manner described therein shall not cause the Grantee to be in violation of any federal, state, local or municipal law, rule, regulation or ordinance. The Grantee further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of material assets of the Grantee; (ii)

the occurrence of an excess benefit transaction; (iii) a violation of the Grantee's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing. The person signing this Agreement on behalf of the Grantee represents and certifies that she or he has full, express power and authority to do so.

9. Compliance. If the Foundation is not satisfied with the progress of the Program or the content of any written report or the management of the Grantee, and if after any corrective action agreed upon between the Foundation and the Grantee has been taken, the Foundation is still not satisfied, the Foundation shall have the right to suspend or discontinue the funding of the Program or to cancel the Grant with regard to any unused or undistributed Grant Funds.

10. Intellectual Property. The Grantee hereby grants to the Foundation a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sublicense, in all languages and all media now known or hereafter developed, all final written work or other materials of any nature created by it under this Agreement (the "Work"). The Grantee acknowledges and agrees that no royalties will be paid for such license or use, total consideration being the Grant described in this Agreement.

11. Warranty/Indemnity. The Grantee represents, warrants and covenants that the Work is original and that it is the sole creator of the Work, except for any material incorporated into the Work created or owned by third parties, from whom the Grantee has obtained or will obtain, at its expense, all licenses necessary to incorporate and use such third-party material in the Work, including the right to sublicense to the Foundation such material incorporated into the Work. The Grantee further represents, warrants and covenants that the Work does not and will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. The Grantee will indemnify and hold the Foundation, its licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising as a result of the breach or alleged breach of these representations, warranties and covenants.

12. Grant Announcements and Public Reports.

(a) Grantee's Acknowledgement. The Grantee agrees to acknowledge the Foundation's funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Initiative and/or Program (together, "Media Releases"). Any Media Release that refers to the funding source of the Grant shall: (1) refer to "Bloomberg Philanthropies" rather than to the Foundation itself; and (2) all written acknowledgements shall link to Bloomberg Philanthropies' website (www.bloomberg.org). The Grantee shall provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. The Grantee shall provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. To the extent that the Grantee provides Media Releases and/or Advertising to the Foundation, 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.

(b) Foundation Acknowledgement. The Foundation agrees that all trademarked or copyrighted works owned by the Grantee (including but not limited to logos, written material, photos, and other similar works provided by the Grantee to the Foundation) and provided to the Foundation, in any media, shall remain the property of the Grantee. To the extent that the Grantee provides any Media Release (and works contained therein) or trademarked or copyrighted works to the Foundation, 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 such works. Furthermore, the Grantee provides to the Foundation a perpetual, non-exclusive, worldwide, royalty-free and fully paid-up, sub-licensable (to affiliates) license, or sub-license, as the case may be, to use, display, reproduce, publicly perform, and make derivative works of, all such works, regardless of whether such works were created with the Grant Funds. The Foundation has the right to publicly acknowledge and announce, at its sole discretion, any relationship between the Foundation and the Grantee. Bloomberg Philanthropies' web site may include a brief description of the Grant. On occasion, Bloomberg Philanthropies also posts grantees' publications and other related items on its website.

(c) Grantee Contact. The Grantee's primary contact for this Grant shall be Sean Elsbernd, Chief of Staff of the Grantee. Mr. Elsbernd will maintain day-to-day contact with Roland Persaud at the Foundation, or such other person(s) whom Bloomberg Philanthropies may designate from time to time for such purposes.

13. Initiative Coordination. The Grantee acknowledges that the success of the Program and of the Initiative is dependent upon the sharing of information, and cooperation generally, among partners in the Initiative. Accordingly, the Grantee shall submit updates, at the times and in the format requested by the Foundation, about Program status, contacts and other requested topics in order to keep the other partners in the Initiative apprised of developments concerning the Initiative and in order to prevent duplication of efforts and achieve maximum Program impact.

14. Representations and Covenants. The Grantee represents, warrants and covenants to the Foundation that (a) it has and shall maintain during the Grant Term the proper licenses and rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and it shall remain in compliance during the Grant Term; (c) it is in compliance with all applicable affirmative action laws and regulations, including but not limited to Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Jobs for Veterans Act of 2003, and Section 503 of the Rehabilitation Act of 1973; (d) it has established adequate safety standards and protocols and that its personnel shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (e) it shall instruct its personnel in any safety standards and protocols promulgated by the Foundation, or the management of a facility occupied by the Foundation, and that its personnel shall follow such

standards and protocols while on a Bloomberg Philanthropies premises; (f) the personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; (g) the personnel are approved and authorized to work in the United States under all rules and regulations of the United States Citizenship and Immigration Services, if applicable; and (h) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this Agreement. At any time, the Foundation may request the Grantee to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel including, but not limited to, OSHA-related training.

15. Equal Opportunity. Bloomberg Philanthropies gives high priority to the realization of equality of opportunity for all members of society. Bloomberg Philanthropies works to implement this policy in a variety of ways, internationally as well as in the United States, with due respect for the great diversity of situations in different countries and cultural contexts. Accordingly, it is the Foundation's expectation that the Grantee will take appropriate steps to ensure equal employment opportunities to the fullest extent allowable under applicable law and will not discriminate on the basis of race, color, religion, age, sex, sexual orientation, gender identity, national origin, protected veteran status, status as a qualified individual with a disability or any other category of protected class or category as defined by any applicable law. Further, the Grantee represents and warrants that it has established and shall maintain appropriate policies and procedures for training staff and receiving and addressing complaints regarding discrimination, harassment, retaliation, and other forms of workplace misconduct.

16. Confidentiality. Each party recognizes that it will have access to information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other may be proprietary, private and confidential. As such, each party agrees to keep such information, in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law, and then only with as much prior written notice to the non-disclosing party as is practical under the circumstances. The parties acknowledge that the Grantee is a public entity subject to the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the California Public Records Act (California Government Code Section 6250, et seq.). Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of this Agreement.

17. Entire Agreement and Amendment. This Agreement constitutes the entire understanding between the Grantee and the Foundation with respect to the subject matter hereof and shall supersede all prior arrangements on such subject matter, whether made orally or in writing. This Agreement may not be amended except by written instrument executed by authorized representatives of both the Grantee and the Foundation.

18. Notice. All legal notices and other legal communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or

certified mail (postage prepaid, return receipt requested), or overnight courier and addressed to the party's proper address as set forth below. Any such notice shall be deemed to be given as of the date it is delivered to the recipient. All notices shall be addressed as follows:

If to the Grantee to:
Mayor London Breed
City of San Francisco
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
mayorlondonbreed@sfgov.org

If to the Foundation to:
Dahlia Prager, Esq.
Bloomberg Philanthropies
25 East 78th Street
New York, NY 10075
legal@bloomberg.org

With a copy to:
Elizabeth Buckley Lewis, Esq.
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
elewis@willkie.com

19. 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 the Foundation. 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.

[SIGNATURE PAGES FOLLOW]

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

By: Patricia E. Harris

By: _____

The Bloomberg Family Foundation Inc.

City of San Francisco, California

Name: Patricia E. Harris
Title: CEO

Name: London Breed
Title: Mayor

Date: _____

Approved to as to Form:

Dennis J. Herrera
City Attorney

By: _____
BRADLEY A. RUSSI
Deputy City Attorney

[Signature Page to the Grant Agreement]

Schedule A Program Description

Overview

With rapidly advancing technology, rising resident expectations, and the global COVID-19 pandemic - which required government to make public services accessible online and transition to remote workforces almost overnight – cities need to invest in digital innovation now more than ever. Digital innovation refers to the application of modern technology to urban operational challenges, helping cities consider new ways to solve problems. By strengthening their digital innovation capacity, cities can make existing services more resilient and effective, introduce pioneering new digital solutions, and increase confidence in local government in this digital age.

This is a time when cities need to be more purposeful, intentional, and rigorous about how they innovate, including digitally. They need new skills, methods, and dedicated capacity to deliver the collaborative, people-centered, and inclusive innovation outcomes to which many city leaders aspire. This new round of Innovation Teams (i-teams) will respond to this challenge. It will help cities set a new standard, while documenting and sharing lessons learned with cities around the world.

Bloomberg Philanthropies' Innovation Teams (i-teams) initiative is a proven model that helps cities solve problems in new ways. I-teams help cities and their leaders unlock bold innovation, change culture, and reliably deliver results for residents. Situated in City Hall, i-teams report to the mayor or city manager and work closely with colleagues in city government, offering them a different set of tools and techniques to innovate more effectively. Mayors have relied on their i-teams to tackle many complex and longstanding issues, from reducing blight and homelessness, to reimagining public safety, to increasing affordable housing. Because they work on the mayor's top priority areas with a focus on directly improving the lives of residents, i-teams are uniquely positioned to find opportunities for transformational impact.

In partnership with their colleagues, i-teams seek to deeply understand the problems they are trying to solve by conducting rigorous research and analysis of problems and building empathy for the people impacted by them. They then work with diverse stakeholders, including residents that are historically underrepresented in decision making, to develop creative ideas and test them so they can be implemented in the community and generate measurable impact.

With this investment, Bloomberg Philanthropies aims to help cities show what's possible for local government innovation. The digital i-teams will help Mayors: introduce digital tools that save money and deliver better outcomes to residents; transform internal operations, especially by overcoming agency silos and building the skills of city staff; and make people-centered services that are easier to access, seamless, and more personalized.

Specifically, Bloomberg Philanthropies-funded i-teams will focus on opportunities in the following areas:

- a. Modernizing existing services
- b. Introducing pioneering new digital services

- c. Enhancing their ability to build and sustain digital products, especially by enhancing in-house capacity or through mutualistic, symbiotic relationships with external partners
- d. Upskilling city hall leaders and staff with digital-era capabilities
- e. Promoting digital literacy and inclusion for all city residents
- f. Opening, organizing, and deploying data to create new value for entrepreneurs, communities, and residents

Role of the Innovation Team

Innovation Teams unlock the creativity that already exists within city governments. These teams take partners and stakeholders through a process to tackle big, challenging urban issues. They engage residents in the process of designing services, so that they are people-centered and not technology-centered. Innovation 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 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. We anticipate that i-teams will address a minimum of three complex challenges over the course of the grant. We expect teams to analyze and document lessons learned so other cities around the world can leverage those lessons and apply to their own challenges.

Program Supports

In addition to the grant funds, cities will receive:

- Training: instruction on successful digital innovation tools and techniques
- Technical assistance, connections to experts, and additional individualized support as needed
- Connections to peers and resources in other cities, both virtually and through dynamic in-person trainings and workshops
- Storytelling support: communications support, especially for media releases and robust documentation of the i-team's work for dissemination across a global network of cities
- Mayoral coaching and peer-to-peer support: programming designed to elevate mayoral digital leadership, and connect and engage i-team Mayors with one another

Budget

Grant funds may be used for the salaries and benefits of i-team members (Personnel Services or PS) and for expenses related to the i-team's work (Other Than Personnel Services or OTPS). Grant funds cannot be used for the direct implementation of programmatic initiatives the i-team develops. Matching funds can be used for PS, OTPS, as well as for the prototypes and initial pilots of programmatic initiatives.

Personnel Services

Each i-team shall have a Director (or equivalent) who reports to the Mayor, City Manager, or other senior city staff member as approved by the Foundation. The composition of the remaining team can be customized to align with both the existing capacity in the Mayor's office and the

specific needs of the city. Digital i-teams typically comprise User Experience (UX) Designers, Developers, Project Managers, Data Scientists/Analysts, Behavioral Scientists, and Community Engagement Coordinators. The city will gain approval from the Foundation for the composition of staff they want to hire using the grant funds prior to posting for or hiring FTE.

- 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. Innovation 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 cannot be used to fund pre-existing staff positions.
- f. For all personnel changes, the Grantee must comply with the requirements outlined in Section 3(c) of the Agreement.

Artist-in-Residence

Innovation is built on the intersection of diverse perspectives. To augment the team's efforts to generate groundbreaking digital solutions, each i-team will receive an artist in a part-time capacity to serve on the team. For two years of the grant, the Artist-in-Residence will use their creativity and unique way of viewing the world to complement the i-teams' work to develop and launch new programs and services that improve the lives of city residents. This artist would support the i-team on multiple projects and help them to:

- a. Creatively research the experience of residents impacted by the problem area to understand the root causes of the challenges they are facing
- b. Co-create bold ideas with city hall staff and community members to impact the challenges residents are facing
- c. Develop and test ideas with community members to determine their effectiveness
- d. Creatively tell the story of the city's innovation work for the broader community, building the foundations for effective resident engagement in years to come.

This is the first time Bloomberg Philanthropies has added an artist to the i-team staffing model. The Foundation will support each city with artist recruitment, and support the cohort of Artists-in-Residence through a unique partnership with key cultural institutions.

Other Than Personnel Services (OTPS)

Grant Funds may also be used for OTPS expenses directly associated with the i-team's work.

- a. 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).
 - Spending in these areas should be done in accordance with existing city policies and procedures.
 - Before the team engages consultants (costing \$20,000 or more), they should first provide the Foundation with an intended scope of work and outcomes for approval.

Grant funds cannot be used to support the direct implementation of programmatic initiatives the i-team is project managing.

Sustainability

Cities are expected to secure public funding to sustain the i-team staff by end of the grant term, which will be agreed upon by the City and the Foundation prior to the end of the grant. Cities are also expected to work to build a culture of innovation into their organization's DNA during the grant period. While there are numerous ways to do so, cities that do not have a pre-existing public innovation strategy will be expected to create and adopt a public strategy by the conclusion of the grant. Among other goals, this strategy should: 1) build a unified definition of what innovation means, 2) define the outcomes aimed to achieve, 3) declare an intention to deepen innovation efforts throughout local government, and 4) set measurable goals for achieving the strategy.

Matching Funds

Cities 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 i-team efforts. Half of the required match must be raised by October 1, 2022. The balance must be raised by October 1, 2023. Moving a grant-funded i-team position onto the public budget would count towards the match. 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

Innovation 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 the mayor'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. Teams hold 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 measured that can address root causes of the problem.
- b. I-teams use a structured approach for bringing creative problem-solving to generate bold new ideas that tackle tough challenges and deliver measurable results. These 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 seeks 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 the i-team.

- c. Innovation teams work on their city's top priorities, moving from one priority to the next. **The i-team is expected to begin work on its first priority area no later than two months after the grant is executed.** To maximize their impact, typically when i-teams are close to completing one project (when their role becomes primarily performance management support) they will concurrently begin leading research efforts on their next priority.
- d. All i-team project priority areas must be approved by the Foundation prior to beginning work.
- e. Changes to the scope of the i-team's work over time (e.g., changing or adding priorities) must be presented to the Foundation for approval.

Scope of Work: Mayoral Participation

Throughout the grant period, the Mayor should remain closely engaged in setting the team's priorities, supporting their work, and elevating the need for more robust, dedicated innovation efforts within the public sector. This shall include, but not be limited to:

- Participating in regular stock-takes with the i-team and other senior leaders on a quarterly basis.
- Working in concert with the mayors of the other five cities to elevate experiences and progress in using digital innovation
 - o Participating in convenings that are intended to connect them with other mayors in their cohort
 - o Visiting or connecting with their counterparts in other grantee cities for peer exchanges and sharing lessons learned.
- Joining occasional working sessions focused on understanding the problem, ideation or co-creation with residents.
- Publicly discussing the i-team and its unique ways of solving problems.
- Joining quarterly or semi-annual meetings with the Foundation.
- Authoring thought leadership or Op-Eds that acknowledge the need for more robust public innovation and the role of dedicated teams and trained staff in driving ambitious transformation.

Scope of Work: Expectations and Deliverables

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

- Integrating the i-team director with the city's senior leadership team and associated reporting routines.
- Connecting the i-team to city resources (legal, procurement, information technology, communications, etc.) as needed to accomplish their work.
- Ensuring the active participation and support of senior staff and department leadership in the i-teams' efforts.
- Consistently elevating the work both internally (with other city staff) and externally (with the media, partners, and the public).
- Allowing a portion of the team to focus on achieving early, quick wins, while the remaining team members dive in deeply on longer term projects.

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

For each project the i-team will:

- Identify and formalize an agreement with the project owner/sponsor (i.e. city department that will own the implementation and performance management for all ideas) before beginning the project.
- Investigate each problem area with rigor, using quantitative and qualitative data to surface root causes and uncover fresh insights.
- Engage diverse internal (i.e. city staff from different departments at all levels) and external stakeholders (i.e. residents, including historically underrepresented residents) early and consistently throughout the work at each stage, so that they are co-creators of the ideas.
- Apply design tools and strategies with thoughtfulness, integrity, and creativity.
- Thoroughly synthesize research findings and insights to understand the root causes of the problem across multiple stakeholder groups.
- Use research findings to define, iterate, and refine the criteria that will shape ideas.
- Co-create prototypes and test them with key stakeholders, including residents.
- Generate and test new prototypes based on lessons learned until the city feels confident their ideas will have positive and measurable impact on the problem.
- Set in motion operational and culture changes required to implement new digital solutions – such as improved data management, adoption of new tools, and development of specifications for tech vendors.
- Reflect on and share lessons about the work so other i-teams and cities can learn from them.
- Provide support to owners and sponsors to ensure the successful implementation and sustainability of new initiatives.
- Diligently define and measure the impact of its work.
- Build the capacity for other city staff to understand and use the i-team approach.
- Work openly with program partners and be an active participant in the i-team program community.

Submitted deliverables for each priority the i-team works on will include, but not be limited to the list below. These deliverables will be customized by each team to represent outputs of the work they conduct on each priority:

- Priority description: description of the proposed priority, evidence of why it is a pressing problem for residents and why the i-team is positioned to tackle it.
- Project plan: milestones and associated timelines for conducting the work on the selected priority.
- Research plan: how, why, and when the team will conduct contextual research, including a list of high-level questions the team seeks to answer through their research that will guide and provide grounding for the team as they delve into data collection and analysis.
- Preliminary target(s): a list of high-level metrics and targets that describe the measurable change that the City hopes to achieve for residents. These targets will serve as a stake in the ground as the team develops research findings and solutions.

- e. Preliminary research summary: an early description of the research findings, developed mid-way through the investigation, to reflect on the direction of the research and guide the next steps.
- f. Synthesis of research findings: a robust description of the compiled findings and insights, including both quantitative and qualitative data. This deliverable will include a description of the findings in an accessible way, enriched with quantitative data about the problem and qualitative data including insights, quotations, pictures, and notes from the field, to provide a compelling narrative about the root cause of the problem that can be presented to an easily understood by an external audience.
- g. Preliminary list of ideas: preliminary ideas generated by the i-team and their stakeholders before they are finalized and prototyped.
- h. Digital capability review: an inventory of the current system requirements and capabilities needed to implement the digital solutions
- i. Selected ideas for prototyping: documentation of the ideas that will move to the prototyping stage.
- j. Prototypes for testing: documentation of the prototypes that will move to the testing stage.
- k. Testing results: documentation about the lessons learned in the testing phases and how the team developed iterations on the ideas based on those lessons.
- l. Portfolio of ideas: documentation about the ideas that the city moves forward into implementation.
- m. Performance dashboard: impact metrics and targets for each idea implemented, with a clear plan for how the metrics will be tracked, and how and when the dashboard will be updated and shared.

Deliverables will be submitted in a sequential manner with the expectation that, for each deliverable, the team will submit the deliverable, receive feedback, and work with the City Support Team to determine a target date for subsequent deliverables before advancing to the next stage of their work.

Below is a **sample** timeline for deliverable submission on a team’s initial priority:

Date	Deliverable submitted
10/30/2021	- Priority description
11/15/2021	- Project Plan
12/1/2021	- Research Plan
12/15/2021	- Preliminary targets
12/30/2021	- Preliminary research summary
1/30/2022	- Synthesis of research findings
2/20/2022	- Preliminary list of ideas
3/20/2022	- Digital capability review
4/20/2022	- Selected initiatives for prototyping
5/28/2022	- Prototypes for delivery
6/30/2022	- Performance tracking dashboard

Scope of Work: Spreading Innovation

In addition to their work on specific and approved priorities, the goal of the i-team is to spread innovation tools and techniques throughout city government, regardless of the priority. Examples include, but are not limited to:

- a. Developing and adopting a citywide innovation strategy.
- b. Working with human resources staff to add an innovation module to the training curriculum for new hires.
- c. Rotating junior staff members from other departments on and off the i-team to expose them to the i-team's practices.
- d. Inviting staff members from other departments to participate in problem framing, research, data synthesis, ideation, prototyping and testing activities.
- e. Hosting professional development sessions for staff interested in learning more about innovation techniques.
- f. Providing training support to another city team interested in applying innovation approaches to their priorities.

Public Communication

A key goal of the Program is to tell accessible, human-centered stories of impact that underscore the value of innovation in city hall and elevate the i-teams as leaders in the civic innovation space. To help share the i-team's work and lessons learned with other cities, the Grantee shall work with the Foundation and its partners to maximize ongoing communication opportunities for the i-team and its efforts. These storytelling efforts will elevate the city's innovation leadership, and position the i-team for long-term sustainability and success. This shall include, but not be limited to:

- a. Hold regular check-ins with Bloomberg Philanthropies to provide updates on communications efforts, move story ideas forward and brainstorm new ones, and ensure that communications efforts are in sync with the communications goals of Bloomberg Philanthropies broadly.
- b. Generate thought leadership pieces and Op-Eds from the mayor and/or the team's Director;
- c. Build a strong relationship with the City's Communications lead who will periodically embed in the work.
- d. Identify new channels to share the team's work inside City Hall to build support for digital transformation.
- e. Secure coverage of the i-team's impact in national news outlets.
- f. Post regular (at least monthly) mention of the i-team and its work in social media, using the i-teams hashtag (#iteams).
- g. Submit monthly at least four high-resolution images related to the i-team's work on a monthly basis for use in social and other Bloomberg Philanthropies' media.
- h. Contribute to BloombergCities Medium as requested.
- i. Respond to ongoing information sharing as requested by the Foundation for the purposes of collecting data and assets that will help document the initiative and learnings that can be shared with other cities.
- j. Coordinate with the Foundation and its partners to collect photos, videos, stories, interviews and any other media to promote the work of i-teams.

Any press releases or other public materials must be shared with the Foundation in at least ten working days in advance of publication for review and approval.

Schedule B Budget

Bloomberg Philanthropies	Program:	Government Innovation
	Initiative:	Innovation Teams 4.0
	Grantee:	San Francisco, CA
	Program Officer:	Roland Persaud
	Currency:	Dollars
	Grant Reference ID:	BP-2021-94917

Financial Summary

Budget	Period 1	Period 2	Period 3	Total	% of Total Direct	% of Grand Total
	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023	9/1/2023 - 8/31/2024			
Personnel Salaries	697,440	760,463	327,263	1,785,166	52%	52%
Fringe Benefits	244,104	247,787	96,167	588,058	17%	17%
Contracts/Consulting	283,909	238,959	239,529	762,397	22%	22%
Travel & Events	6,550	16,441	16,691	39,682	1%	1%
Advertising/Media/Communications	-	6,000	6,000	12,000	0%	0%
Supplies	13,482	37,350	37,350	88,182	3%	3%
Grants	-	-	-	-	0%	0%
Equipment	11,515	-	-	11,515	0%	0%
Other Direct Operating Costs	-	60,000	60,000	120,000	4%	4%
Total Direct Costs	1,257,000	1,367,000	783,000	3,407,000	100%	100%
Total Indirect Costs	-	-	-	N/A	N/A	N/A
Total Costs	1,257,000	1,367,000	783,000	3,407,000		