

STANDARD TERMS AND CONDITIONS

In connection with CfA's contracting process with each government, below are the Standard Terms and Conditions that CfA uses in each of its relationships. Please provide comments to these terms so that CfA can evaluate these comments in due course.

2016 Fellowship Agreement between
Code for America Labs, Inc. ("CfA") and
[Seattle Police Department] ("Government")

1.1 **Intellectual Property; Use of Materials.** Unless specified otherwise in the SOW, any CfA deliverables under the program will be in the form of Open Source Software and Government's use of the deliverables will be subject to Open Source Software license terms. CfA will provide Government with the version of the Open Source Software license terms that are applicable to any deliverables. Open Source Software means software that consists of, contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, or pursuant to similar licensing and distribution models (e.g., GNU, Linux, Mozilla Public License, the Apache Software License, etc.). To the extent any deliverables under the program are not subject to an Open Source Software license, CfA shall own all rights in and to, including the right to license to others rights in and to any of, the deliverables under the program; provided, however, CfA shall provide Government a non-exclusive, worldwide, non-royalty bearing, license to use such deliverables in perpetuity.

1.2 **Confidentiality.** With respect to any information supplied in connection with the program and designated in writing by the delivering party as confidential, the receiving party agrees to: (i) protect the confidential information in a reasonable and appropriate manner; and (ii) use confidential information only to perform its obligations under the program. This confidentiality obligation shall not apply to information that is: (a) publicly known; (b) already known to the recipient; (c) disclosed to a third party without restriction; (d) independently developed; or (e) disclosed pursuant to a legal requirement or order.

1.3 **Disclaimer of Warranties.** SEATTLE POLICE DEPARTMENT AND CFA EACH EXPRESSLY DISCLAIM, AND EACH EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WITH RESPECT TO INTELLECTUAL PROPERTY OR CONFIDENTIALITY MATTERS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CFA'S TOTAL LIABILITY RELATING TO THE PROGRAM SHALL IN NO EVENT EXCEED THE FEES CFA RECEIVES UNDER THIS AGREEMENT.

1.4 Indemnities.

(a) CfA shall indemnify and hold harmless Seattle Police Department from and against any and all claims, losses, damages, expenses, obligations, penalties, demands, suits, procedures, assessments, judgments, costs and liabilities (including reasonable attorneys' fees and other costs of defenses) incurred by Government ("Losses"), arising out of or relating to:

(i) any material breach of any covenant, representation or warranty in this Agreement by CfA; or

(ii) the Government's use of the deliverables identified in the SOW in accordance with this Agreement;

in each case provided that such Losses are not caused by a breach of Government's representations and/or obligations under this Agreement.

(b) Government shall indemnify and hold harmless CfA from and against any and all Losses arising out of or relating to any material breach of any covenant, representation or warranty in this Agreement by Government.

(c) CfA will have no obligations under this Section with respect to infringement or misappropriation Losses arising from (i) modifications to any CfA deliverables by any party other than CfA; (ii) CfA deliverable specifications requested by Government; (iii) the use of any CfA deliverables in combination with products or technology not provided by CfA; or (iv) the Government's failure to implement a revision to the CfA deliverables, which if implemented, would have avoided the infringement or misappropriation.

1.5 Term. This Agreement commences on September 28, 2015 ("Effective Date") and, unless sooner terminated as provided hereunder, will expire on November 16, 2016. The period from the Effective Date through expiration of termination of this Agreement is the "Term."

1.6 Termination.

(a) By CfA. If Government materially breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of the breach by CfA to Government, CfA may terminate this Agreement. Upon termination, CfA shall be entitled to receive payment of all amounts due under this Agreement through the effective date of termination. This amount shall be calculated from the date the last payment was made up to, and, including the last day of the notice period by calculating a pro rata portion of the Program Fee per the Payment Schedule in Exhibit 1.

(b) By Government. If CfA materially breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of the breach by Government to CfA, the Government may terminate this Agreement.

(c) By CfA. If parties do not jointly achieve satisfactory levels of funding (the target is \$440,000) by October 31st, 2015, CfA may terminate this agreement upon written notice to Government. Such written notice shall happen on or before November 30, 2015.

1.7 Non-Agency Relationship. No agency, partnership, joint venture or fiduciary relationship between Government and CfA is involved or created with respect to this Agreement.

1.8 Waivers and Amendments; Remedies. No amendment, modification, or waiver of any provisions of this Agreement, nor consent to any departure therefrom, will be effective unless the same shall be in writing and signed by an officer or manager, as the case may be, of each party hereto, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No failure on the part of a party hereto to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof. The remedies provided in this Agreement are cumulative and, unless otherwise expressly provided herein, not exclusive of any remedies provided by law.

1.9 Notices. Any notice required to be given hereunder shall be sent by certified or registered mail, postage prepaid, to the addresses set forth herein, or to such other addresses as may subsequently be specified in writing, and shall be deemed to be given and effective ten (10) days after sending.

Notices to CfA shall be addressed to:

Meghan Reilly
CAO & CFO
Code for America
155 9th Street
San Francisco, CA 94103

Notices to Government shall be addressed to:

c/o Sheryl Jardine
Mike Wagers
COO
Seattle Police Department Headquarters
610 5th Avenue,
Seattle, WA 98124-4986

1.10 Survival. The rights and obligations of the parties contained in these Standard Terms and Conditions will survive the termination or expiration of this Agreement.

1.11 Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to rules regarding conflicts of laws. The parties choose an arbitration hearing to govern the Agreement, in front of a single arbitrator under the rules of the American Arbitration Association, and any hearings shall take place in San Francisco, CA. The prevailing party in any enforcement action shall be entitled to recover costs and expenses including, without limitation, attorney fees.

1.12 Transferability. Neither Party shall be permitted to assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other Party hereto.

1.13 Severability. The illegality, invalidity or unenforceability of any part of this Agreement is not intended to affect the legality, validity or enforceability of the remainder of this Agreement. If any part of this Agreement is found to be illegal, invalid or unenforceable, the

parties intend that this Agreement will be given such meaning as would make this Agreement legal, valid, and enforceable in order to give effect to the intent of the Parties.

1.14 Section Headings. The section headings of this Agreement are inserted for reference only and do not affect the meaning of this Agreement.

1.15 Construction. This Agreement shall be construed as if CfA and Government prepared all of its language jointly, and no ambiguity or uncertainty, which may be found herein, shall be construed against either CfA or Government on the ground that either CfA or Government drafted or proposed the language in question.

1.16 Counterpart Originals. This Agreement may be executed in any number or counterparts, each of which when so executed and delivered shall be deemed an original, and all of which counterparts taken together shall constitute one and the same instrument.

1.17 Facsimile Signatures. This Agreement and any counterpart original thereof may be executed and transmitted by facsimile followed by mailing of the original. The facsimile signature shall be valid and acceptable for all purposes as if it were an original.

1.18 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

1.19 On-going Software or Hosting Costs. Code for America will provide an environment for Government's solution to be developed and tested. It will be the responsibility of Government to provide an environment for the solution after the term of this agreement. In addition, in the case where Code for America uses a software that has associated fees, those fees will be the responsibility of Government after the term of this Agreement.

1.20 Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit 1: Scope of Work ("SOW")

Exhibit 2: Data Sharing MOA

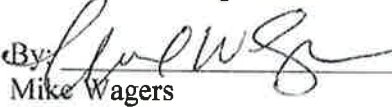
The parties have executed this Agreement on the day and year shown below.

Code for America Labs, Inc.

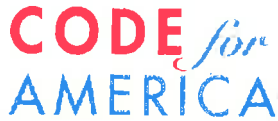
By: 
Meghan Reilly
CAO & CFO

Date: 11/13/15

Seattle Police Department

By: 
Mike Wagers
COO

Date: 9/4/15



STATEMENT OF WORK 2016 Code for America Fellowship Program

This Statement of Work (“SOW”) is Exhibit 1 to the Agreement between Code for America Labs, Inc. (“CfA”) and [Seattle Police Department] (“Government”) and is fully incorporated therein by this reference.

1.1 Overview

Government has been selected as a 2016 Code for America Partner.

The Fellowship program sends teams of technologists into local governments across the country to work full-time for a year in partnership with government officials. The Fellows develop innovative digital approaches to delivering key public services across health, economic development, and safety and justice.

Over the course of the project period, the Fellows immerse themselves in the community, researching user needs, meeting with stakeholders, proposing solutions, and collaborating with the government to build technology using an iterative, user-centered, and data-driven approach.

While the product of the Fellowship is typically an early stage application that improves the delivery of a government service or function, the process acts as a vehicle for driving cultural and structural change inside of government — encouraging innovation, improving tolerance for risk, and increasing the organization's capacity for transparency and engagement.

1.2 Goals and Outcomes

Code for America’s Safety and Justice Focus Area partners with government to build digital tools that make local justice systems more fair, effective and data-driven. Fellows are managed and guided by Code for America’s Director of Safety & Justice.

The Goals of this engagement seek to address the following areas in Seattle:

- Reduce incarceration and recidivism in Seattle’s homeless population through improved access to health and human services
- Increase capacity of police officers to connect homeless to critical services with digital tools

Results of this Work will be used to:

- Better enable police officers to divert homeless individuals and connect them with services including housing, mental health, chemical dependency, hygiene facilities, or social service intake specialist for additional follow-up

- Inform health and human services agencies on geographies and concentrations of populations at risk as identified by the police department through this work

1.3 Fellowship Timeline

The Fellowship Program can be roughly divided into the following phases:

- A. **Onboarding:** Code for America will host a mandatory onboarding session with key Government program partners during our annual conference. (September, 2015)
- B. **Preparation:** Code for America will work with Government to prepare for the Fellowship experience. This will include preparing for the Fellowship with staff of Government, setting up meetings, aligning community resources, ensuring access to relevant data and setting up logistics like work space, housing, meeting spaces (conference rooms, etc), and access to buildings and IT infrastructure. Preparation may include some baseline research and evaluation within the focus areas that we will be working. (October – December, 2015)
- C. **Fellows Orientation & Training:** In January, Code for America conducts a month long training for the Fellows. The training includes an orientation to CfA's programs and approach, provides trainings in research methodologies, and gives the Fellows practice on team collaboration while building prototypes that support the agreed upon project goals. During this month they will be given background information associated with the project and government operations. Government partners are encouraged, but not required to participate in a portion of the training. (January 6th – 29th, 2016)
- D. **Residency:** Fellows will be based in Seattle for the month of February to conduct interviews and research with Government staff, residents and community groups to inform and drive development of technology tools and approaches. During this month, they will need access to work space, meeting space, and connections to the Government staff that are key to the projects success as well as the people in the community that will be the most affected by the outcomes. (February 1st – 26th, 2016)
- E. **Prototyping:** When the Fellows come back from Residency they begin development of their first project prototypes after narrowing their ideas to a top few that address the defined goals. The Fellows will prototype several solutions over the course of March and perform quick tests to validate their work. Regular check-ins with Government staff helps to ensure that everyone stays up to date about the progress. After some viable initial prototypes are created, Fellows return to Seattle to conduct user testing and gain feedback to help them determine what they should build out into useable product(s). (March – April, 2016)
- F. **Build, Test & Revise:** Fellows will continue to build, test and revise their work until they have minimum viable product(s) that can launch. The goal will be to launch the product within a timeframe that will allow them to continue to build, test and revise throughout the remainder of the engagement with Government. (March – September, 2016)

- G. Mid-year Checkin: In June, the Fellows will deliver a mid-year report highlighting what they have learned so far, progress that they have made, challenges that they have encountered and expected next steps for the project. (June, 2016)
- H. Promotion of Projects: The Fellows will work with Government to market and promote the applications to increase use as well as the overall engagement. (Ongoing)
- I. Code for America Summit: At the Code for America Summit the Fellows and Government partners will share the outcomes of the engagement with other Fellows, governments, and industry leaders. (September – October, 2016 – exact dates TBD)
- J. Transition & Sustainability: The Fellows and CfA staff will work to transition the projects to Government, for continued support maintenance, and development. (October – November, 2016)

1.4 Product Development

At Code for America, we value learning by doing — building, testing, using data to understand what works (and what doesn't), and then modifying accordingly. This product development process allows our Fellows to deliver results faster, allocate resources more effectively, and allow for outcomes to emerge that show impact towards the defined goals set forth by Code for America and Government.

- A. User-Centered Design: Fellows will conduct user research throughout all stages of development to understand needs, generate prototypes, and test hypotheses.
- B. Data-Driven: Through user research, Fellows collect data and gain important insights into the effectiveness of their products. They use the data collected to drive decisions about how to proceed in their development.
- C. Iterative: Fellows practice a streamlined software development process characterized by iterative development. The development cycles are short (1-4 weeks) in order to allow opportunities to test, realize quickly what is not working, and readjust frequently. Because directions that aren't working are abandoned quickly, Fellows spend more time on things that prove useful and less time on things that aren't going to be effective.

1.5 Reporting

Fellows will develop a Mid-year Report and Final Report outlining the goals and outcomes, research findings, approaches taken, and outcomes achieved along with associated documentation, pursuant to the following schedule.

- A. Mid-year Report – June, 2016
- B. Final Report – November, 2016

Any additional reporting requirements or status updates not covered by this Statement of Work will be subject to mutual agreement by the Fellows and Government.

1.6 Roles and Responsibilities

Throughout the engagement, the Fellowship team assigned to Government will be the primary point of contact. The following roles will also be defined to ensure the appropriate support for the Fellows and to achieve a successful project.

- A. Government will designate a Program Partner that will work with CfA staff to execute the Agreement, attend the Code for America Summit, ensure the success of the Residency, support Fellows throughout the Program, and participate in team meetings, trainings and other meetings, as needed.
- B. Government will be prepared to designate 10% - 20% of one or two staff's time to help support the Fellows during the program including serving as an overall resource, participating in planning and organizing meetings, identifying project sponsors, helping with sustainability planning, and providing necessary access to government buildings, systems, and data in a timely fashion.
- C. Code for America will recruit and select Fellows to work with Government on the defined goals and outcomes. Fellow selection is highly competitive. Fellows are evaluated by a selection committee made up of Code for America staff, and industry and government leaders.
- D. Code for America's head of Government Relations will be Government's primary point person within CfA for issues associated with contracting, overall program performance, and other issues as they arise.
- E. Code for America's Fellowship Director will oversee the Fellows throughout the Program and serve as the primary contact for Government concerning all matters relating to Fellows or program logistics and product development.
- F. Code for America's Safety and Justice lead will work with Government on defining the goals and objectives, and providing resources and support in driving for outcomes.

1.7 Attribution and Co-Promotion

A key outcome of the partnership between Code for America and Government is to help transform the way cities develop digital tools with a user-centered, data-driven, and iterative approach, using the Fellowship project as a model. As co-creators, Code for America and Government will develop and implement a co-branded communications and marketing strategy to highlight and co-promote the outcomes to other governments. Strategies will be mutually agreed upon and could include: targeted media interviews, blogs, and presentations at relevant professional conferences and events such as the annual Code for America Summit, technology conferences, and relevant government conferences.

During the engagement, the work will be jointly attributed and co-promoted by both Code for America and Government.

1.8 Place of Performance

Fellows work out of Code for America's headquarters at 155 9th St, San Francisco, CA.

During February 2016 the Fellows will be on-site with Government working with the designated team there. During this month Government is expected to set up appropriate meetings between Fellows, Government staff and relevant community leaders and groups to ensure a successful program. Government will host the Fellows on site in Government offices, provide them with space to work, and internet.

After the month of February, Fellows will return to Government approximately 3-5 times each. During their return visits the same provisions apply.

1.9 Agreement Execution

Government will ensure timely execution of the Agreement. This will require Agreement to be signed and completed by ~~September 4th, 2015.~~

11/13/15 MR