CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is entered into by and between Dogpatch & Northwest Potrero Hill Green Benefit District Board ("Client") and Schaffer&Combs, LLC, a California limited liability company ("Consultant").

1. **Consulting Relationship.** During the term of this agreement, Consultant will provide Management Services (the "Services") to the Client, shown in this Agreement as Exhibit A. Consultant represents that it has the qualifications, the experience and the ability to properly perform the Services. Consultant shall use its best efforts to perform the Services in a manner satisfactory to the Client.

2. **Fees.** As consideration for the Services to be provided by Consultant and other obligations, the Client shall pay to Consultant the amounts specified in Exhibit A attached to this Agreement.

3. **Term and Termination.** The term of this Agreement shall commence on the date it is mutually executed by the parties and will end upon successful conclusion of the Services.

   Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, the non-breaching party may terminate this Agreement upon ten days' written notice, unless the breach is cured within the notice period.

4. **Independent Contractor.** Consultant's relationship with the Client will be that of an independent contractor and not that of an employee.

5. **Client Liaison.** All services to be performed by Consultant, including but not limited to the Services, will be as agreed between Consultant and the Client's representative, Jean Bogiages, Board President ("Client Liaison"). Consultant will report to the Client Liaison concerning the Services performed under this Agreement.

6. **Conflicts.** Consultant represents and warrants that neither Consultant nor any of Consultant's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.
7. **Intellectual Property.**

(a) **Assignment of Intellectual Property to the Client.** To the extent that Consultant creates content or materials for Client, including textual, graphical, photographic, video, or other content, in the course of providing the Services and such content is specifically tailored for Client’s use ("Content"), Consultant hereby assigns to Client all intellectual property rights in and to such Content, patentable or not, or governed by copyright, trademark, or any other form of intellectual property rights, and hereby expressly provides that such work is a "work for hire" as defined by applicable law. ("Assignment"). In addition, Client hereby grants to Consultant a non-exclusive, perpetual, worldwide, fully paid-up license to utilize the Content for marketing and other related and non-competing purposes. For the avoidance of doubt, any such Content shall be listed on Exhibit A attached to this Agreement. Resumes and applications to the Executive Director position will remain the property of the Client.

(b) **Protection of Consultant Intellectual Property and Consultant Confidential Information.** Consultant possesses intellectual property, including but not limited to proprietary business processes, research processes, ideas, techniques, customer research lists, processes and methods, including but not limited to intellectual property protected under the laws of patent, copyright, trademark, trade secret, federal and state statutes and the common law, which are the exclusive property of the Consultant ("Consultant’s Content"). Client agrees and acknowledges that Consultant’s Content is not subject to assignment. Consultant may grant to Client, in writing, a limited license for use of the Consultant’s Content as necessary to facilitate the Services, subject to Section 8 below.

(c) **Protection of Consultant Trade Secrets.** In completing its Services, the Consultant may rely upon and/or utilize information in its possession which is kept confidential and which provides the Consultant with a competitive advantage in the marketplace, including but not limited to research, customer and/or prospect lists, proprietary business processes and methods, research processes and methods, templates, and rubrics which existed prior to and may be created during the period of the Services ("Trade Secrets"). The Consultant has
expended, or will expend, significant sums of money and has invested, or will invest, a substantial amount of time to develop and use, and maintain the secrecy of, its Trade Secrets. The parties agree and acknowledge that (i) the Consultant Trade Secrets are the exclusive property of the Consultant and that the Client is not obtaining any right, title or interest into any Consultant Trade Secrets through this Engagement; (ii) any deliverable provided to the Client and/or assigned to the Client pursuant to section 7(a) does not contain or provide the Client with any right, title or interest into any Consultant Trade Secrets; (iii) Consultant’s Services may lead to the development of additional Trade Secrets that are the exclusive property of the Consultant.

8. **Confidentiality.** The parties agree that certain confidential and/or proprietary information ("Confidential Information") may be disclosed by each of them and identified as such in the course of the performance of the Services, and each party respectfully warrants that it will strictly maintain the confidentiality of the Confidential Information and not disclose same to any third party unless and until: (a) such Confidential Information is generally and publicly known, or (b) such party is compelled to disclose such Confidential Information by authority of law.

9. **Liability.** Consultant warrants that it will perform its Services in a prudent and professional manner. Owing to the indeterminate nature of business consulting and related services, Client hereby waives recourse to Consultant for the results of the Services pursuant to any theory of implied warranty or the like, provided however that Consultant agrees to indemnify and hold harmless Client for damages suffered by Client directly resulting from the Services and to the extent caused by the gross negligence or willful misconduct of Consultant, as determined by an arbitrator as specified in Section 11. The maximum liability of Consultant pursuant to such indemnity or otherwise in connection with this Agreement shall be the aggregate of fees collected by Consultant as set forth under Exhibit A. All services are provided “as is” by Consultant. In no event shall Consultant be liable for special or consequential damages.

10. **Notice.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or e-mailed, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth below or to such other address as such party last provided to the other by
written notice:

To Consultant:

Schaffer&Combs, LLC
Attn: James Schaffer, Managing Partner
995 Market Street, 2nd Floor
San Francisco, CA 94103

james@schafercombs.com

To Client:

Dogpatch & Northwest Potrero Hill
Green Benefit District Board
Attn: Jean Bogiages, Board President
1459 18th Street #369
San Francisco, CA 94107

jeanmbogiages@gmail.com

11. **Mediation and Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall first be subject to a mandatory confidential mediation. The party claiming the existence of the controversy or claim, or any alleged breach, shall give notice to the other party giving a brief and clear description of the issue in controversy ("Mediation Notice"). The parties shall select a mediator within 10 days after the Mediation Notice. If the parties cannot jointly select a mediator, a party may request that the Judicial Arbitration & Mediation Services, Inc., ("JAMS") appoint an independent mediator. The parties shall each pay one half of the costs of the mediator. If the parties are unable to resolve the dispute within 60 days after the Mediation, a party may initiate arbitration by making a demand on the other party by registered or certified mail with a copy to JAMS. The arbitration will take place as noticed by JAMS regardless of whether one of the parties fails or refuses to participate. California law shall apply for purposes of the arbitration. The results of the arbitration shall be kept confidential. The arbitrator shall award reasonable attorneys' fees and costs, including the arbitrator's fees, to the prevailing party. Judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction.
thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in San Francisco County, State of California. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. By proceeding under this mediation and arbitration clause, the parties agree to waive any right to a jury or court trial of any dispute between them, other than for claims of injunctive or equitable relief, or to participate in a class action. Because the alleged use or infringement of intellectual property, and/or the disclosure of confidential information may not be otherwise curable through damages, the parties agree that notwithstanding this mandatory mediation and arbitration clause, they may seek injunctive or equitable relief in a court of competent jurisdiction regarding allegations of infringement of intellectual property or disclosure of confidential information.

12. Miscellaneous.

(a) Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties.

(b) Sole Agreement. This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(d) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(e) Inception. The parties agree that the rights, duties, and
obligations of this Agreement shall take effect from the date on which Consultant began providing services to Client.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

The parties have executed this Agreement on the respective dates set forth below.

**Schaffer&Combs, LLC**

By: [signature]

James Schaffer
Managing Partner
Date: March 7, 2016

**Dogpatch & Northwest Potrero Hill Green Benefit District Board**

By: [signature]

Jean Bogiages
Board President
Date: 3/9/2016
EXHIBIT A
Executive Search - Executive Director

Description of Services
Consultant will provide Executive Search Services ("Services") to Client in an effort to help Client fill its Executive Director position.

Consultant will, using the methods shown below, present candidates for Client’s consideration, who are in Consultant’s professional assessment, qualified for the position:

1. **Consultation:** Consultant will engage key individuals in Client organization (executive team and others) in order to clearly define the particular executive role, gain alignment around the factors for success, develop a deep understanding of the current needs of the organization as well as the challenges and opportunities being faced, help produce an externally facing position description, and finalize a compensation framework.

2. **Search:** Consultant will conduct search efforts in the following primary ways:
   a. Consultant will appropriately leverage its extensive professional contacts in relevant sectors to discreetly alert influencers to the opportunity and generate valuable referrals and new connections.
   b. Based on knowledge of Client organization and by jointly crafting the position description with Client, Consultant will profile other organizations where ideal candidates may be currently employed. Consultant research associates will identify relevant individuals, and Consultant principals will confidentially initiate contact with and cultivate interest from potential candidates.
   c. Consultant will augment this effort with the judicious use of sector-specific executive job listing sites and posting venues.
   d. Consultant will augment potential list by accepting candidates referred by Client.

3. **Screening of Materials, Phone Interviews:** Consultant personnel will review submitted materials relative to the job description, and candidates whose credentials appear to be a fit will be asked to participate in phone interviews, the goal of which will be to narrow a field of dozens of candidates to a select list of semi-finalists -- high potential candidates who will be invited to engage in in-person or videoconference interviews with senior Consultant representatives (see next stage).

4. **In-person Interviews:** Several semi-finalist candidates will be invited to one or more in-person or videoconference (depending on geographic location) interviews with Consultant senior representatives. Consultant will develop an interview approach tailored to the needs of Client, and most likely to identify finalists from the process. Throughout the process, Consultant will operate with utmost discretion, for the benefit of the candidates as well as Client.
5. **Finalist Selection, Presentation, and Client Interview Management:** Consultant principals, in consultation with Client, will narrow the field to a slate of finalists and formally present these individuals’ qualifications and relative strengths (against a matrix of factors derived from the position description and reviewed by Client) to Client organization, along with a “profile” of each candidate. At this stage, Consultant will help design and suggest a finalist interview format and approach for Client and assist with scheduling and other logistics as necessary. To the degree acceptable to Client, Consultant will offer contextual interviewing advice in order for Client to most effectively determine the potential long-term fit of each candidate, and Consultant may also join for interviews upon request.

6. **Testing, References and Background Checks:** If personality or other testing is requested for one or more finalists, Consultant will provide support and coordination. At a minimum, Consultant will perform confidential reference checks and may coordinate background checks for the selected finalist(s) from reputable third party providers, upon request.

7. **Offer Construction and Negotiation:** Consultant will provide high value in terms of helping to design a compensation offer within Client’s general framework, tailored to the specific context of the selected finalist candidate, and will assist Client in negotiating as necessary. Consultant can serve as an effective, dispassionate buffer between Client and the candidate during this process.

8. **Closure with Other Finalists and Follow-up with new Executive and Organization:** Consultant will professionally manage the sign-off and debrief with all non-selected finalists in a courteous manner, maintaining the reputation and brand of Client. Consultant will remain on-call to Client and the new executive during the months following start date to render support in the onboarding process as necessary. To this end, Consultant suggests monthly check-ins during the first quarter, and quarterly for the remainder of the first year.

**Timing**
Consultant will start Services immediately, and understands the time pressures Client may be under. On average, the executive search process, from initial consultation to first day of work, takes 3-4 months, but can, at times, move much more quickly than this, or more slowly. Finalist slates are typically presented in 6-8 weeks. Consultant will strive to work as quickly as possible without sacrificing a diligent, patient approach to finding the right individual for this critical role.

**Fees and Expenses**
As compensation for the Services, Consultant will be paid a fee equivalent to 22.5% of the first
year compensation (guaranteed cash elements, such as base salary and any guaranteed bonus) that Client offers to and is accepted by any candidate presented by Consultant to Client, or by any candidate the Client has asked Consultant to assess as part of the search process, for any position at Client, within twelve months of the date this agreement is executed.

This first year compensation, for purposes of calculating fee below, is estimated at $60,000 in base salary. If Consultant is successful, the total fee would be $13,500, and would be paid by Client in three installments, as follows:

- **Installment one (1/3 of total estimated fee due):** $4,500 is due and payable upon execution of the Agreement.
- **Installment two (1/3 of total estimated fee due):** $4,500 due upon presentation by Consultant of a set of 3-5 qualified position finalists for Client review, and payable on Net 15 terms. Finalists' written credentials will have been assessed against the job description, will have been phone and in-person (or videoconference) interviewed, and will have been deemed the most qualified of the candidates identified during the course of the Services.
- **Installment three (remainder of fee due):** amount required to bring total fee equal to 22.5% of first year compensation. Estimated to be $4,500, based on $60,000 in compensation, but subject to change pending final first year salary figure. Amount will be invoiced upon formal acceptance of an offer of employment and will be payable on Net 15 terms.

**Event of failure to report or early departure**
In the event a candidate accepts an offer of employment from Client and fails to report to work, or reports to work, and for any reason departs the employ of Client before the completion of 180 calendar days, Consultant will use its best efforts to fill the position with a replacement candidate, for up to three months, with no additional fee due.

**Expenses**
Consultant's ordinary business expenses related to the delivery of the Services, including Consultant travel costs to Client's office in San Francisco, will be included in the above fees. In the event extraordinary circumstances arise, Consultant will not incur related expenses without prior approval by Jean Bogiages, Board President of Dogpatch & Northwest Potrero Hill Green Benefit District Board, in consultation with the Board Executive Committee.