

CONFIDENTIALITY AND DATA PROTECTION AGREEMENT  
BETWEEN CITY OF MENLO PARK AND TEAM SHEEPER, INC.

This Confidentiality and Data Protection Agreement (“Agreement”) is by and between the City of Menlo Park (“CITY”) and Team Sheeper, Inc. (“SHEEPER”).

This Agreement is effective when the authorized representatives of each party have signed it.

- I. In accordance with this Agreement, data are provided by SHEEPER to CITY for reporting information and statistics related to resident/ non-resident visitation and use of the Burgess Pool and Belle Haven Pool.
- II. The parties agree to the provisions specified in this Agreement and other applicable confidentiality laws.
- III. The data elements to be provided to CITY under this Agreement will be consistent with the required elements designated by CITY in the “Amendment to Professional Services Agreement - Menlo Park Aquatic Facilities” executed on June 9, 2020 and attached hereto as Exhibit A.
- IV. The data provided to CITY will be used only for purposes of analyzing resident/ nonresident visitation and use of the Burgess Pool and Belle Haven Pool facilities.

**With regard to the data disclosed to CITY under this Agreement, CITY agrees to:**

- V. Use and disclose the data only in accordance with this Agreement, or as otherwise authorized by law;
- VI. Notify SHEEPER within a reasonable time prior to disclosing data that is required by law so that SHEEPER may have an opportunity to object to such disclosure if necessary;
- VII. Limit access to these data only to those CITY employees whose job responsibilities require access to the information;
- VIII. Use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this Agreement;
- IX. Report to the SHEEPER within ten (10) business days of discovery any actual or suspected inappropriate use, disclosure, or breach of information from CITY information systems that involves data submitted under this Agreement;
- X. Make no attempt to identify or contact the individuals or entities within the data provided unless permitted in applicable confidentiality law;
- XI. Destroy all originals and copies of potentially identifiable information, in any format, in accordance with industry standards when no longer needed. This includes, but is not limited to: electronically stored files, paper records, etc.;
- XII. Clean computer hard drives (including, but not limited to, those stored in computers, laptops, printer, and copiers) and any portable storage media of any data received under this Agreement in accordance with industry standards before disposing of; and
- XIII. Not use the data provided to engage in any method, act, or practice which constitutes a commercial solicitation or advertisement of goods, services, or real estate to consumers.
- XIV. This Agreement may be terminated upon sixty days (60) written notice of the non-terminating party by the terminating party.

- XV. This Agreement may be amended in a writing that is signed by each party's authorized representative.
- XVI. The parties have read and understand the above conditions and acknowledge that by their authorized representative's signature below they agree to the terms and conditions above. Each party acknowledges that its authorized representative has the authority to execute this agreement its behalf.

**AUTHORIZED TEAM SHEEPER, INC. REPRESENTATIVE:**

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 8/6/2020  
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 Tim Sheeper - CEO Date

**AUTHORIZED CITY OF MENLO PARK REPRESENTATIVE:**

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 Sean Reinhart, Director of Library and Community Services Date

**READ AND APPROVED:**

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 8/6/2020  
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 Cara E. Silver, Interim City Attorney Date