

SUBAWARD AGREEMENT

This document constitutes the subaward agreement (“Subagreement”) between the Johns Hopkins University (“JHU”) and the City of Hampton, Virginia (“Subrecipient”) under which Subrecipient shall perform the work defined below as the statement of work, to enable JHU to complete its obligations under its grant (“Prime Award”) titled “Bloomberg American Sustainable Cities,” (“Project”) funded by the Bloomberg Philanthropies (“Sponsor”). All terms and conditions of this Subagreement are subject to applicable law and regulations.

WHEREAS, the Bloomberg American Sustainable Cities (BASC) is a three-year initiative designed to turbocharge 25 U.S. cities’ efforts to leverage historic levels of federal funding to proactively build low-carbon, resilient, and economically thriving communities, building on the longtime leadership of U.S. cities to confront the crisis of climate change, which disproportionately impacts disadvantaged communities (“BASC Program”);

WHEREAS, JHU and Subrecipient entered into that certain Memorandum of Understanding, fully executed on October 16, 2024, attached and incorporated as **Exhibit A**, to outline the responsibilities of the City under the BASC Program and the support to be provided to the City by the Bloomberg Center for Public Innovation at JHU under the BASC Program; and

WHEREAS, the Parties desire to enter into this Subagreement to further detail funding and responsibilities associated with the City’s participation in the BASC Program.

NOW THEREFORE, the Parties agree as follows:

1. STATEMENT OF WORK

- 1.1 Subrecipient’s work shall conform to its statement of work (“Statement of Work”) approved by JHU, attached and incorporated as **Exhibit B**.
- 1.2 Both parties shall mutually agree upon any change in the Statement of Work in writing, signed by authorized officials of both parties prior to the commencement of Subrecipient’s performance under any such change.

2. PERIOD OF PERFORMANCE

This Subagreement is effective for the period **1/1/2025 through 4/30/2027** (the “Period of Performance”), which shall be extended only by mutual written agreement of the parties.

3. PRICE AND PAYMENT

- 3.1 This is a fixed price Subagreement. The total price for Period of Performance of this Subagreement is **\$120,000** United States Dollars (USD).
- 3.2 Upon full execution of this Subagreement, JHU shall pay Subrecipient an advance payment in the amount of \$60,000 USD which is expected to provide adequate funding through 12/31/2025.

- 3.3 JHU shall pay Subrecipient for its services adequately rendered and accepted on a work completed basis in accordance with **Exhibit B** and the Milestone Payment Schedule set forth in **Exhibit C**. Invoices will not be paid until this Subagreement is fully executed by both parties.
- 3.4 All payments will be made upon receipt of an invoice in the format specified in **Exhibit D**, or Subrecipient's comparable format, which details the specific deliverable or work product accomplished as referenced in **Exhibits A, B, and C**.
- 3.5 Invoices must be submitted in strict accordance with the schedule set out in Exhibit C to:

Sabrina Garrett
Center for Government Excellence and Public Innovation (GovEx)
The Johns Hopkins University
711 W. 40th St., Suite 400
Baltimore, MD 21211
Email: bcpiinvoice@jh.edu with a copy to sgarret8@jh.edu

- 3.6 In addition, with each invoice, an authorized representative of the Subrecipient shall certify that required Deliverable(s) to date have been submitted, and expenditures reported (or payments requested) are for appropriate purposes and in accordance with **Exhibits A, B, and C**.

4. KEY PERSONNEL

- 4.1 The Project Director and Technical Representative at JHU for this Subagreement is Beth Blauer ("JHU PI"). JHU PI is not authorized to alter or amend this Subagreement, except that the JHU PI's written concurrence shall be required to alter or amend Subrecipient's Statement of Work and/or Milestone Payment Schedule.
- 4.2 The Project Director for Subrecipient shall be Hui-Shan Walker, Interim Assistant City Manager ("Subrecipient Project Director"). An authorized official of JHU must approve in writing any proposed change in the Project Director. Should JHU not give its approval, this Subagreement shall be terminated in the manner provided below in Section 14 (Termination).

5. REPORTS AND DELIVERABLES

- 5.1 Subrecipient shall submit all deliverables, work product and reports as specified in Exhibits **A, B, and C** to the BCPI point of contact, as determined in accordance with **Exhibit A**, with a copy to publicinnovation@jh.edu.
- 5.2 In addition to the deliverables and work product in **Exhibits A, B, and C**, Subrecipient shall submit quarterly financial reports to the person designated in Section 3.5.
- 5.3 Failure by Subrecipient to submit any deliverable, work product, and/or report by its due date shall be considered just cause for JHU to withhold any payment until such deliverable, work product and/or report is received and accepted by JHU. JHU may also terminate this

Subagreement in accordance with Section 14 (Termination), should Subrecipient fail to timely provide agreed upon deliverables, work product, and/or reports set forth in **Exhibits A, B, and C**.

- 5.4 JHU and Subrecipient acknowledge and agree that certain elements of **Exhibit A**, such as the timeline to frame the expected achievement of Innovation Milestones and the start date of reporting periods, are subject to change in accordance with the Subrecipient's actual program start date. Exhibit A shall be revised by mutual written agreement of the parties.

6. APPROVALS AND NOTICES

- 6.1 Subrecipient shall submit all legal notices to:

Martin Domack
Johns Hopkins University Research Administration (JHURA)
The Johns Hopkins University
1101 E 33rd Street, C310
Baltimore, Maryland 21218
Phone: 667-208-8781
Email: mdomack1@jhu.edu

- 6.2 Subrecipient shall submit all notices and requests for approvals or changes on administrative and financial matters to the individual designated in Section 3.5 above.

- 6.3 Notices regarding changes in the Statement of Work, Deliverable(s), Budget or Project Director, and programmatic matters, including publication reviews, should be sent to JHU PI:

Beth Blauer
Center for Government Excellence and Public Innovation (GovEx)
The Johns Hopkins University
711 W. 40th St., Suite 400
Baltimore, MD 21211
Email: bblauer1@jhu.edu

With a copy to the contact provided in Section 3.5 for changes to the Budget, Statement of Work, and/or Project Director.

- 6.4 Subrecipient's authorized official for receiving notices of alterations or amendments to this Subagreement shall be:

Attn: Mary Bunting, City Manager
City of Hampton
22 Lincoln Street
Hampton, Virginia 23669
United States
Phone: 757.727.6392
Email: mbunting@hampton.gov

7. PUBLICITY AND USE OF NAME

- 7.1 Neither party shall use directly or by implication the names of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of the other party. All requests for JHU approval shall be forwarded to the Office of Communications, <http://hub.jhu.edu/media/contact/>, with a copy to the JHU PI.
- 7.2 Any publications, advertising, speeches, lectures, interviews, press releases, internet web pages and other similar activities related to the Project (together, "Media Releases"), shall acknowledge Sponsor's funding. Any Media Release that refers to the funding source of this Subagreement shall refer to "Bloomberg Philanthropies," and all written acknowledgements shall link to Sponsor's website (www.bloomberg.org). Additionally, Subrecipient shall consult with JHU, and at Sponsor's or JHU's request, reference Sponsor in each of its donor acknowledgements (print and digital) related to this Subagreement, Subrecipient's other programs supported by Sponsor and all other crediting of Subrecipient's support ("Donor Acknowledgements"). Please provide copies of all Media Releases and Donor Acknowledgements to JHU for the purposes of obtaining Sponsor's consent prior to publication or distribution of any Media Release or Donor Acknowledgement in any format. Sponsor has the right to publicly acknowledge and announce, at its sole discretion, any relationship between Sponsor, JHU and Subrecipient. Sponsor's website may include a brief description of this Subagreement. On occasion, Sponsor also posts grantees' or Subrecipient's publications and other related items on its website and/or social media accounts.

8. PUBLICATIONS

- 8.1 Each party shall have the right to publish and disseminate information derived from the performance of work under this Subagreement.
- 8.2 Qualification for authorship shall be in keeping with generally accepted criteria. The order of authorship shall be a joint decision of the co-authors in any co-authored publication. Each author shall have participated sufficiently in the work to take public responsibility for the content.
- 8.3 Subrecipient will share with JHU for review and approval any City-generated publications related to the i-team including press releases, website, or other public materials, including anything that includes the BCPI or Sponsor brand mention or logo, at a reasonable time prior to intended publication.
- 8.4 Publications shall carry appropriate acknowledgment of funding support by a statement such as the following:

"This publication (journal article, etc.) was supported by a Subagreement from The Johns Hopkins University with funds provided by a grant from the Bloomberg Philanthropies. Its contents are solely the responsibility of the authors and do not

necessarily represent the official views of The Johns Hopkins University or Bloomberg Philanthropies.”

9. VIRGINIA FREEDOM OF INFORMATION ACT

- 9.1 JHU understands and agrees that the Subrecipient and is a public body that must abide by the Virginia Freedom of Information Act (“VFOIA”) Code of Virginia §2.2-3700 et. seq.), and the records of which are subject to public inspection unless otherwise provided by law. Public records include documents in the possession of the Subrecipient, whether or not owned by the Subrecipient. If JHU seeks to protect any proprietary data or materials, JHU shall (i) provide a statement that invokes the protection from VFOIA prior to or upon submission of the proprietary data or materials; (ii) provide a statement that identifies the data or materials to be protected and state the reasons why protection is necessary; and (iii) submit the data or materials under separate cover in a sealed envelope that is clearly marked. Any submission identified pursuant to the terms of this Section shall be subject to review by the City Attorney, and data or materials submitted that does not meet the above requirements shall be considered public information in accordance with the statutes of the Commonwealth of Virginia.

10. INTELLECTUAL PROPERTY

10.1 Inventions and Patents.

- 10.1.1 Subrecipient understands and acknowledges that JHU, through its employees, has knowledge, experience and expertise, which has been acquired over a substantial number of years prior to entering into this Subagreement (“JHU Background Intellectual Property”). JHU shall retain all rights to such JHU Background Intellectual Property. Nothing in this Subagreement shall confer any right to Subrecipient to acquire by assignment or license, exclusive ownership or use of JHU Background Intellectual Property.
- 10.1.2 Subrecipient shall (i) retain title to any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement solely by its employee(s) and/or agent(s), provided, however, Subrecipient shall promptly notify the JHU Principal Investigator in writing of any such Inventions and Subrecipient hereby grants to JHU a non-exclusive, royalty-free, worldwide, perpetual license, to all of Subrecipient’s rights in all media, now known or hereafter developed, to reproduce, distribute, publicly display, perform and create derivative works from all works developed by the Subrecipient as part of the Subagreement solely in connection with JHU’s noncommercial, charitable, or tax-exempt purposes.
- 10.1.3 JHU shall retain ownership of any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement solely by a JHU faculty member(s) and/or employee(s) and/or student(s).
- 10.1.4 Subrecipient and JHU shall be joint owners of any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement jointly by faculty member(s) and/or employee(s) and/or student(s) and/or agent(s) of Subrecipient and JHU. For any jointly owned Inventions, JHU shall have the opportunity to preview and comment on all documents of record used in filing, prosecuting, and maintaining of any patent application and, as agreed to by the City, to participate in the selection of the patent attorney.

10.2 Copyrights.

- 10.2.1 Disposition of any copyrights or any copyrightable material created by Subrecipient in performance of the Statement of Work will be determined by the policy of the Subrecipient, subject to this Section 10.2.
- 10.2.2 Subrecipient shall provide copies of all copyrighted or copyrightable materials to the JHU PI. Subrecipient hereby grants to JHU an irrevocable, royalty-free, non-exclusive, worldwide right and perpetual license to all of Subrecipient's rights, in all media now known or hereafter developed, to distribute, use, copy, reproduce, create derivative works from, display, publish, perform, publicly display and sublicense any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subagreement for the purpose of education and research and/or in connection with JHU's noncommercial, charitable, or tax-exempt purposes, to the extent required to meet JHU's obligations under its Prime Award.

- 10.3 Data. Subrecipient will own the data it generates under this Subagreement. Subrecipient hereby grants to JHU the right to receive copies of such data and to use such data for the purpose of education and research and/or in connection with JHU's noncommercial, charitable, or tax-exempt purposes, to the extent required to meet JHU's obligations under its Prime Award.

11. EQUIPMENT

Equipment has not been identified as necessary under this project. Equipment is considered an item over \$5,000. The purchase of equipment over \$5,000 would require JHU approval and a subsequent modification.

12. CHANGES

- 12.1 Funds awarded under this Award may only be used for the Project.
- 12.2 Subrecipient agrees to provide JHU with sufficient justification and supporting materials to support any requested change. All requests for approval required by this Section shall be submitted to the person cited in Section 3.5.
- 12.3 Subrecipient may not issue any subawards under this Subagreement without the express prior written consent of JHU. Should lower tier subawards be approved by JHU, Subrecipient is solely responsible to comply with all of its obligations under this Subagreement and to ensure that the agreement to a lower tier subrecipient reflects all the requirements of this Subagreement and applicable law, the Prime Award, and any document referenced in any of these sources, as well as all other provisions necessary or prudent to effectuate such requirements and otherwise exercise appropriate monitoring of its lower tier subrecipients.

13. INSPECTION AND AUDIT

- 13.1 JHU and Sponsor, or their assignee(s), reserve the right to inspect, upon reasonable advance notice and during normal business hours (except in the case of an emergency), Subrecipient's

physical facilities specifically related to this Subagreement, all aspects of the Statement of Work undertaken under this Subagreement, and all books, records, receipts, accounts, and other documentation of any kind pertaining to the Subagreement. As permitted by Virginia law, Subrecipient agrees to provide copies of any and all such books, records, receipts, accounts, or other documentation specifically related to this Subagreement to JHU or Sponsor, or their assignee(s), in a timely fashion as reasonably requested by JHU or Sponsor, or their assignee(s).

- 13.2 Subrecipient will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Statement of Work for a minimum period of three (3) years after the date of receipt of the final payment. During this period, JHU or an authorized representative shall have the right to audit, at its own expense, all books, receipts, accounts, records, and other documentation of funds received and costs and commitments incurred under this Subagreement. If an audit reveals a material discrepancy or error in reporting, Subrecipient will reimburse JHU upon request for the costs and expenses associated with such audit.

14. TERMINATION

This Subagreement may be terminated by either party at any time upon thirty (30) days written notice to the other party; however, JHU may terminate on less than thirty (30) days' notice in the event such termination occurs pursuant to a notice of termination from the Sponsor to JHU in accordance with the Prime Award Agreement between Sponsor and JHU. Upon such notification, Subrecipient shall proceed in an orderly fashion to limit or terminate any outstanding commitments, and to conclude the Project. Subrecipient shall submit a final financial report and/or progress report (if applicable) to JHU within sixty (60) days of the effective date of termination. In the event that the Subagreement is terminated as a result of a breach by Subrecipient, non-cancellable expenses incurred by the Subrecipient in relation to the Project may be allowable, but only up to the date that Subrecipient receives the notice of the breach. If the Subagreement is terminated for any other reason, non-cancellable expenses incurred by the Subrecipient in relation to the Project through the date of termination may be allowable.

15. LIABILITIES AND LOSS

The Parties acknowledge that Subrecipient has not agreed to provide any indemnification or hold harmless agreements running to JHU and that no provision of this Subagreement shall constitute or be deemed a waiver of the sovereign immunity or governmental immunity of the Subrecipient.

16. INSURANCE

Subrecipient represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws as well as its obligations under this Subagreement.

17. HUMAN SUBJECTS/ANIMAL RESEARCH COMPLIANCE

- 17.1 Protection of Human Subjects. Subrecipient agrees that no research involving the use of human subjects will be conducted under this Subagreement.
- 17.2 Vertebrate Animals. Subrecipient agrees that no research involving the use of vertebrate animals will be conducted under this Subagreement.

18. EXPORT CONTROLS

- 18.1 Each party to this Subagreement assumes responsibility for determining whether its performance is subject to, and in compliance with, U.S. export control and sanction program laws and regulations (“U.S. Export Controls”), including but not limited to the Export Administration Regulations (Department of Commerce), the International Traffic in Arms Regulations (Department of State), and the sanctions programs embodied in regulations administered by the Department of the Treasury’s Office of Foreign Assets Control (OFAC). Each party shall be responsible for obtaining and/or invoking for its own organization any authorization needed from a cognizant, government authority, in order to ensure its performance under this Subagreement, including export/re-export or import licenses and exemptions/exceptions. The parties shall cooperate to promote one another’s compliance with U.S. Export Controls, but any such cooperation, including notice, advice or other assistance, shall not be relied upon as one party’s assumption of any portion of another party’s independent legal responsibility to comply. In the spirit of such cooperation, JHU anticipates that fulfillment of this Subagreement will not require Subrecipient to receive Controlled Items from JHU. In the context of this Subagreement, Controlled Items are tangible or intangible items (e.g., commodities or technology) that are listed within U.S. Export Controls, such as the dual-use items found on the Commerce Control List (see 15 CFR 774), or the defense articles found on the U.S. Munitions List (see 22 CFR 121). JHU further anticipates that fulfillment of this Subagreement will not require Subrecipient to enter into transactions or other activities that invoke one or more U.S. sanctions programs or embargoes. JHU and Subrecipient shall independently assume full responsibility for their own release of Controlled Items to, or controlled transactions with, a foreign country or its citizens.
- 18.2 If either party discovers that it cannot reasonably ensure its lawful performance of activities involving Controlled Items or sanctions programs or embargoes, whether anticipated or unanticipated, where such activities are required in order to fulfill its obligations under this Subagreement, then the parties will make a good-faith effort to contemplate feasible, alternative activities. If the parties cannot mutually agree upon such alternative activities, and if that renders either or both parties unable to fulfill their respective obligations under this Subagreement, then the Subagreement may be terminated or amended as covered by Section 14.

19. ANTI-TERRORIST COMPLIANCE

- 19.1 Subrecipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with these Executive Orders and laws.

19.2 Subrecipient hereby agrees that all funds, including Subawards to lower-tier Subrecipients, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.

19.3 This provision must be included in all subagreements issued under this Subagreement.

20. GOVERNING LAW AND VENUE

20.1 This Subagreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the Commonwealth of Virginia.

20.2 Each of the parties hereto agrees to venue in and submits to the exclusive jurisdiction of the state and/or federal courts located within the Commonwealth of Virginia for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder. Both parties hereto agree to waive their respective rights to a trial by jury.

21. DISPUTES

Every effort shall be made to resolve any disputes arising in connection with this Subagreement in an amicable and informal manner.

22. FORCE MAJEURE

Neither party will be responsible or liable to the other party for non-performance or delay in performance of any terms or conditions of this Subagreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

23. ORDER OF PRECEDENCE

Any inconsistency in this Subagreement shall be resolved by giving precedence in the following order:

- 23.1 The Subagreement;
- 23.2 Exhibit A, City/JHU Memorandum of Understanding
- 23.3 Exhibit B, Statement of Work
- 23.4 Other documents, exhibits, and attachments.

24. ASSURANCES AND CERTIFICATIONS

- 24.1 General. Subrecipient represents and certifies that it has filed and will maintain all assurances or other documentation with the appropriate government agencies to the extent such assurances and documentation are required.
- 24.2 Debarment. Subrecipient certifies that neither Subrecipient nor any of its officers, employees, or agents performing any service under this Subagreement (including the Project Director) are presently or proposed to be debarred, suspended, declared ineligible or voluntarily excluded from participation in this transaction, under investigation for a crime or otherwise engaged in conduct for which a person can be debarred by any federal agency, and Subrecipient will immediately notify JHU upon any inquiry concerning commencement of any such proceeding concerning Subrecipient or such person referred to in this subparagraph.
- 24.3 Prohibited Uses. Subrecipient represents and warrants that it shall not use any part of the Subagreement funds or the income therefrom for any of the following purposes: (1) to fulfill any existing legally binding pledge of the Sponsor or any other advisor to the account; (2) to provide any private benefit to Sponsor or any other advisor to the account, any family member thereof, any other person described in Section 4958(f)(7) of the Code with respect to the account, or to any individual who is not an appropriate beneficiary of the Subrecipient's charitable programs; (3) for lobbying, political contributions or to support political campaigns; or (4) for any other purpose other than one specified in Section 170(c)(2)(B) of the Code. Subrecipient further represents and warrants that it does not and will not knowingly provide financial support or other resources to any individual or entity to further unlawful acts including acts of violence or terrorism, and Subrecipient is in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, groups, or countries subject to Office of Foreign Assets Control sanctions. Subrecipient will not provide any tax substantiation letter to JHU or Sponsor or any other advisor to the account in connection with this Subagreement.
- 24.4 Equal Opportunity. Sponsor gives high priority to the realization of equality of opportunity for all members of society. Sponsor 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 Sponsor's expectation that Subrecipient 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, Subrecipient 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.
- 24.5 Changes. Subrecipient agrees to notify JHU promptly if there is any change of status in any of the above assurances and certifications.

25. MISCONDUCT

25.1 Subrecipient must maintain, and effectively communicate to its personnel, written policies and procedures for inquiring into, investigating, and addressing allegations of misconduct. Misconduct means the fabrication, falsification, or plagiarism in proposing, performing, or reviewing, or in the performance of the Scope of Work. If Subrecipient initiates a misconduct investigation, it must notify the contact within Section 6.1 Approvals and Notices within five (5) business days.

26. MISCELLANEOUS

26.1 Neither party may assign or transfer this Subagreement, in whole or in part, without the written consent of an authorized representative of the other party. Any attempt to assign without prior written consent is void.

26.2 The relationship of the parties is that of independent contractors and they are not agents, employees, partners, or joint venturers of one another. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's authorized representative's prior written approval.

26.3 Subrecipient certifies and represents that the Statement of Work shall be performed in a professional and workmanlike manner and that any Deliverable shall be original to Subrecipient and will not infringe on any copyright held by any third party.

26.4 The Section headings appearing in this Subagreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope of intent of the Section to which they appertain.

26.5 If any provision of this Subagreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Subagreement which can be given effect without the invalid provision, and to this end the provisions of this Subagreement are declared to be severable.

26.6 No waiver of any term or provision of this Subagreement whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Subagreement.

26.7 This Subagreement and Exhibits contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subagreement shall be valid or binding; and this Subagreement may not be enlarged, modified, or altered except in writing signed by an authorized representative of the parties.

26.8 This Subagreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together shall constitute one and the same agreement.

27. TAX STATUS

Subrecipient shall notify JHU within five (5) business days after learning of a change in the Subrecipient's tax status.

[SIGNATURE PAGE FOLLOWS]

Please indicate acceptance of this Subagreement by having a duly authorized official sign this document.

ACCEPTED FOR:

THE JOHNS HOPKINS UNIVERSITY

CITY OF HAMPTON

Name: Mora Harris
Title: Associate Director
JHU Research Administration (JHURA)

Name:
Title:

DATE: _____

Date: _____

Attached Exhibits

Exhibit A – City/JHU Memorandum of Understanding
Exhibit B – Statement of Work and Application
Exhibit C – Milestone Payment Schedule
Exhibit D – Sample Fixed Price Invoice

Memorandum of Understanding

Between

Johns Hopkins University

and

City of Hampton, VA

THIS MEMORANDUM OF AGREEMENT ("MOU") is entered into by and between Johns Hopkins University, on behalf of its Bloomberg Center for Public Innovation, ("JHU") and the City of Hampton, Virginia, a political subdivision of the Commonwealth of Virginia, (the "City"), each referred to individually as a "Party", or collectively as the "Parties".

WHEREAS the Bloomberg American Sustainable Cities (BASC) is a three-year initiative designed to turbocharge 25 U.S. cities' efforts to leverage historic levels of federal funding to proactively build low-carbon, resilient, and economically thriving communities, building on the longtime leadership of U.S. cities to confront the crisis of climate change, which disproportionately impacts disadvantaged communities ("BASC Program").

WHEREAS the City recently received a communication from Bloomberg Philanthropies ("the Foundation") confirming the City's participation in the BASC Program.

WHEREAS the Bloomberg Center for Public Innovation ("BCPI") at JHU will provide technical assistance and support to the City to enhance its ability to pursue transformative solutions, including through collaboration with BASC Program partners: PolicyLink, Natural Resources Defense Council, Delivery Associates, and Sustainable Cities Fund.

WHEREAS by participating in the BASC Program, through direct support from BCPI, the City will receive an innovation team (i-team) designed to unlock creativity from within city government and communities they serve, and to facilitate and deliver results and impact for residents.

WHEREAS this MOU provides a general outline of the responsibilities of the City under the BASC Program and the support to be provided to the City by BCPI under the BASC Program.

NOW THEREFORE, the Parties agree as follows:

Article 1. Purpose and Objectives:

1.1 This MOU is entered into, in anticipation of a separate written sub-agreement for program funding, to provide a general outline of the responsibilities of the City under the BASC Program and the support to be provided to the City by BCPI under the BASC Program. This MOU is non-binding and does not place any obligation to act or to refrain

from acting on either Party. Any activity or funding undertaken under this MOU shall be subject to a separate written sub-agreement, to be executed by both Parties prior to the beginning of any activity or funding.

1.2 The activities contemplated to be undertaken under this MOU are included in Articles 3 and 4 of this MOU. Either Party may terminate this MOU for any reason upon thirty days written notice to the other Party.

Article 2. Duration of Agreement:

This Agreement becomes effective on the date of last signature below and remains in force for a period of three (3) years from the effective date.

Article 3. JHU BCPI's Activities:

3.1 Recruitment, Employment, Funding, and Secondment of i-team Personnel.

Under the BASC Program, BCPI is tasked with supporting the establishment of a three-person City i-team, led by an i-team Director and including a Civic Designer and a third position to be designed by the City to support its successful implementation of the BASC Program. The i-team will be seconded to the City by BCPI and embedded in the City administrative structure.

Candidates for i-team positions will be recruited and directly employed by JHU on behalf of BCPI and seconded to the City. Recruitment and selection of each position will be done through close collaboration between BCPI and the City.

JHU will directly employ i-team staff for the first two years of the BASC Program. While JHU's expectations is that the three staff positions will transition to City employment by the commencement of the third year of the BASC Program, any such decision shall be made at the sole discretion of the City in line with City policies and procedures. If the City should determine that the three staff positions should transition to City employment for year three, BCPI will provide the City with ongoing financial support sufficient to cover the costs of the i-team positions during the third year of the BASC Program through a grant issued by JHU to the City.

Official supervision of the i-team Director during the initial two-year period of the BASC Program is the responsibility of BCPI. However, functional day to day supervision of the Director during this period is expected to be provided by the City, working in close collaboration with the designated BCPI supervisor. The designated BCPI supervisor will ensure compliance with all JHU personnel obligations and commitments and, in collaboration with other BCPI team staff, ensure that the program of work remains on-track towards achievement of milestones and impact with fidelity to the Path to Public Innovation methodology as described in Section 4.3. The designated City supervisor will

focus on ensuring that the i-team's work aligns with the City Manager's vision for impact and successfully integrates into the city administrative structure.

3.2 Provision of Technical Assistance.

BCPI will lead the i-team component of the BASC Program and will provide technical assistance, mentorship, and coaching to the City i-team and other stakeholders as the City adopts the innovation process and makes it unique to the local context.

BCPI will provide its support to the City through close coordination with other BASC Program partners and to assist the City, as needed, with other components of the BASC Program led by other BASC Program partners.

BCPI will also connect the City to existing resources within the broader public innovation space (e.g., the Public Innovators Network and i-team program alumni) to enable the city to access knowledge, lessons learned, and support from a wider network of individuals, organizations, and cities that have successfully used public innovation techniques to tackle civic challenges.

Article 4. City's Activities:

4.1 Leadership Expectations.

The City Manager (or their designee) will position the i-team for success by integrating the i-team Director within their senior leadership team, ensuring the active participation of senior leadership and department heads in the i-team's efforts, and by routinely meeting with the Director to review progress and challenges.

The City Manager (or their designee) will also:

- connect the i-team to relevant city resources (e.g., city departments, legal counsel, information technology, existing data and related tools), when and as needed, in order to support the team to accomplish their work.
- consistently find ways to elevate the work of the i-team both internally (within city government) and externally (with local media, community partners, and the public), and
- regularly participate in check-in calls, training delivery sessions, learning network events (virtual and in-person), and in-person convenings associated with the work of the i-team.

Stock takes, like a status meeting, will be convened by the City Manager (or their designee) to include their senior team and the i-team on (at least) a bi-monthly basis in order to assess i-team progress, align on priorities, and maintain momentum. Stock takes help elevate the initiative and work of i-teams and help maximize the ability and influence of the City Manager to build their vision for innovation, strengthen the portfolio of initiatives, increase opportunity for impact, and sustain the effort.

4.2 Recruitment and Hosting of the Innovation Team.

The City is expected to participate in the recruitment of three (3) i-team staff, including Director and Civic Designer, through close consultation with BCPI.

The City is expected to host and manage the i-team in accordance with applicable existing City policies and procedures. The City is expected to provide i-team staff with workspace and equipment (computer, printer, phone, etc.) at a level commensurate with resources provided to other City staff working in similar or equivalent roles.

4.3 Commitment to Using the “Path to Public Innovation” Methodology.

Under the BASC Program, the City is expected to deploy an approach to public innovation called the Path to Public Innovation, a rigorous approach that incorporates the best knowledge, research, data, human centered design, and civic engagement techniques to help people in public service make a positive and meaningful impact on the lives of residents in local communities.

City staff are expected to implement this approach across relevant city departments and in collaboration with community-based organizations (CBOs), BCPI and other contributing BASC Program partners, and other civic stakeholders in order to allow for the design, testing, and delivery of a portfolio of ambitious solutions to several issue areas over the course of the BASC Program, while also cultivating lasting institutional innovation skills.

4.4 Achievement of Innovation Milestones

The City is expected to collaborate with BCPI to develop a timeline to frame the expected achievement of Innovation Milestones to measure the success and impact of the i-team. Once the timeline is finalized, changes to it will be discussed and agreed to with BCPI.

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

Interval from Director Start	Submission Date*	Milestone Deliverables
1 month	11.1.2024	Ambitious Impactful Mission (AIM) Statement
2 months	12.1.2024	Initial Problem Frame
3 months	1.1.2025	Stakeholder Map and Engagement Plan

3 months	1.1.2025	Research Plan
6 months	4.1.2025	Research Synthesis
9 months	7.2.2025	Final Problem Frame
9 months	7.2.2025	Ideation Summary
10 months	5.1.2025	Prototype, feedback and learning plans
13 months	8.1.2025	Portfolio of Ideas with Metrics and Targets
14 months	9.1.2025	Implementation Strategy including Work Plan
24 months	7.1.2027	Innovation Strategy

*Assumes an 11.1.2024 Program Start

4.5 Acceptance of Technical Assistance and City Support.

The City is expected to cooperate and collaborate with BCPI. Such cooperation shall include participating in routine coaching calls, program cohort calls, periodic meetings and site visits, and providing information about the City's progress in the BASC Program when requested.

4.6 Coordination with Other BASC Program Partners.

The City is expected to cooperate and collaborate with other official BASC partner organizations for key BASC initiative features, including but not limited to:

- Racial Equity Results Based Accountability ("RE-RBA") Framework: practicing the RE-RBA framework, and applying the methodology to draw connections between systemic problems and tangible strategic actions that can be taken to produce and contribute to different population level outcomes.
- The Partnership Table: a collaborative set of stakeholders in your city, consisting of key city government staff, essential partners, and the i-team.

4.7 Commitment to Peer Learning and Networking.

The City is expected to engage in peer learning networks with other participating cities and partners to access targeted opportunities to learn from and build relationships with other cities. Through these networks, the City will engage with other cities on topics unique to a group, or for issues that may be common to cities of similar size or to geographic areas or regions.

As determined by the City Manager (or their designee), the City is expected to participate in BASC Program and/or public innovation-related convenings of and events with peers, BCPI, other partners, and the Foundation, regionally and nationally. The expectation is that such participation is funded by JHU with supplemental support, such as per diem, provided by the City if needed and approved in accordance with applicable City policies and procedures.

4.8 Sustainability.

The City shall undertake reasonable efforts, at its sole discretion, to secure public funding to sustain the i-team beyond the end of the BASC Program and to work towards fostering a broader culture of innovation into their organization's workplace culture during the BASC Program. While there are numerous ways to do so, one option is for the City is to generate, adopt and publish a formal public innovation strategy by the conclusion of the BASC Program with support from BCPI. Among other goals, this strategy should: 1) build a unified definition of what innovation means for city government, 2) define key initiatives and strategies that the City will pursue to strengthen a culture and practice of innovation over time, 3) identify funding and structures that align with these goals; and 4) reflect a regulatory / policy commitment by the City to this work moving forward, including continued community engagement and collaboration between community partners and City Hall.

4.9 Public Communications Related to the BASC Program.

Storytelling efforts elevate the position of the City's i-team and its efforts and may contribute to the positioning of the i-team for long-term sustainability and success. Under the BASC Program, the City is expected to communicate and share accessible, people-centered stories of impact about building low-carbon, resilient, and economically thriving communities and the value of innovation in city hall.

The City is expected to work in close consultation with BCPI (and, by extension, the Foundation) on the i-team and innovation-related communications to support the generation and release of op-eds and other forms of earned media and publicity related to the i-team.

The City is expected to share with BCPI and the Foundation for review and approval any city-generated public communications related to the i-team including press releases, websites, or other public materials, including anything that includes BCPI or Foundation brand mention or logo, at a reasonable time prior to intended publication.

4.10 Reporting.

The City will provide narrative accounts of what has been accomplished by the i-team via periodic reports. The reports shall include media coverage of the BASC Program and any publication, audio, or video program, film or other media project produced by the City under this initiative for archival, research, or presentation purposes. BCPI will have the right to make, or obtain from the City, additional copies of any Grant product and to disseminate such products.

Specific details and formats for all reports will be shared at a later date. All reports should be submitted electronically to the attention of the BCPI point of contact and publicinnovation@jhu.edu by the following dates:

Report Type	Reporting Period	Report Due Date
Periodic Report	February 9, 2024, through December 30, 2024	February 1, 2025
Periodic Report	January 1, 2025, through June 30, 2025	August 1, 2025
Periodic Report	July 1, 2025, to December 31, 2025	February 1, 2026
Periodic Report	January 1, 2026, through June 30, 2026	August 1, 2026
Periodic Report	July 1, 2026, to December 31, 2026	February 1, 2027
Periodic Report	January 1, 2027, through June 30, 2027	August 1, 2027
Final Report	July 1, 2027, to December 31, 2027	February 1, 2028

The City may be required to submit additional reports as requested by BCPI (format to be specified by BCPI) on BASC Program progress. This MOU does not include any payments to the City from JHU or the Foundation; however, subsequent sub agreements between the City and JHU or the Foundation may be executed. Should such sub agreement include payments to the City from JHU or the Foundation, and such payments are conditioned upon the City's submittal of these reports, the sub agreement shall include language to that effect.

Article 5. Intellectual Property:

The Parties acknowledge and agree that any intellectual property funded, created, or developed by the City under the Program is the City's sole property. The City grants to JHU and the Foundation a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, and create derivative works from, in all languages and all media now known or hereafter developed, all written work or other materials of any nature created by it under the Program ("the Work") solely in connection with JHU's or the Foundation's noncommercial, charitable, or tax-exempt purposes. The City acknowledges and agrees that no royalties will be paid for such license or use.

Article 6. Virginia Freedom of Information Act:

This MOU and all documents submitted to the City by BCPI, JHU, and/or the Foundation and by the City to BCPI, JHU, and/or the Foundation are subject to the Virginia Freedom of Information Act (Virginia Code §§ 2.2-3700 et seq., as amended; "VFOIA"). If BCPI, JHU, and/or the Foundation seeks to protect any proprietary data or materials, such entity shall (i) provide a statement that invokes the protection from VFOIA prior to or upon submission of the proprietary data or materials; (ii) provide a statement that identifies the data or materials to be protected

and state the reasons why protection is necessary; and (iii) submit the data or materials under separate cover in a sealed envelope that is clearly marked. Data or materials submitted that does not meet the above requirements shall be considered public information in accordance with the statutes of the Commonwealth of Virginia.

Article 7: Indemnification; Immunities:

The Parties acknowledge that the City has not agreed to provide any indemnification or hold harmless agreements running to BCPI, JHU, or the Foundation; and that no provision in this MOU shall constitute or be deemed to be a waiver of the sovereign immunity or governmental immunity of the City.

Article 8: Notices:

Except as otherwise provided herein, all notices or other communications arising under this MOU shall be sent to the following:

To the City:	City of Hampton Attn: Mary Bunting, City Manager 22 Lincoln Street, 8 th Floor Hampton, VA 23669
Copy to:	City of Hampton Attn: Courtney Sydnor, City Attorney 22 Lincoln Street, 8 th Floor Hampton, VA 23669
To JHU:	Johns Hopkins University Research Administration 1101 E. 33rd Street, C310 Baltimore, MD 21218

Article 9.

General:

9.1 Each Party agrees to subscribe to the principle of equal opportunity and shall not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin in the administration of this MOU.

9.2 In the event that a dispute arises under this MOU, the Parties agree to make a good faith effort to resolve any differences amicably.

9.3 In the event any provision of this MOU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this MOU.

9.4 The Parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the two organizations.

9.5 This MOU shall not be assignable by either Party, in whole or in part, without the prior written consent of the other Party.

9.6 This MOU contains the entire agreement between the Parties and no statements, promises or inducements made by either Party or agent of either Party that are not contained in this written MOU shall be valid or binding; and this MOU may not be enlarged, modified or altered except in writing, signed by the Parties.

9.7 This MOU shall be deemed to be a Virginia contract and shall be governed as to all matters exclusively by the laws of the Commonwealth of Virginia. All suits for any claims or for any breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.

9.8 Neither Party shall use directly or by implication the names, trademarks, logos, or trade dress of the other Party, nor any of the other Party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other Party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the express prior written permission of an authorized official of the other Party.

IN WITNESS WHEREOF the respective parties hereto have executed this MOU by their duly authorized officers on the date appearing below their signatures.

JOHNS HOPKINS UNIVERSITY

BY: [Signature]

Jonathon Berry

Name

Contracts Associate

Title

10/15/2024

Date

CITY OF HAMPTON, VIRGINIA

BY: [Signature]

Name

Title

Date

CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY
Approved as to form and legal sufficiency

Date: October 15, 2024

Name: [Signature]

Title: Deputy City Attorney

Bloomberg American Sustainable Cities

Statement of Work

Overview

Launched in March 2024, the Bloomberg American Sustainable Cities initiative (BASC, the Program) is a three-year initiative designed to turbocharge 25 U.S. cities' efforts to leverage historic levels of federal funding to proactively build low-carbon, resilient, and economically thriving communities. The Program builds on the longtime leadership of U.S. cities to confront the crisis of climate change, which disproportionately impacts disadvantaged communities. Potential projects in each city may include initiatives such as developing affordable energy-efficient housing, increasing access to clean energy, and investing in electric vehicles and infrastructure. Participating cities will be provided technical assistance and support to pursue transformative solutions through partnerships and collaborations with the Bloomberg Center for Public Innovation ("BCPI") at Johns Hopkins University ("JHU") and other contributing partners including PolicyLink, Natural Resources Defense Council, Delivery Associates, and Sustainable Cities Fund.

At the core of the Program are Innovation Teams (i-teams). Usually reporting to the mayor or their designee (e.g., city manager), i-teams work closely with colleagues in city government, seeking to understand the problems at hand by building empathy for the people impacted by them, then working hard to come up with transformative solutions. The i-teams deploy human-centered design, data-driven practices, behavioral insights, and other innovation techniques to test and evaluate new solutions, while also demonstrating a new way of working to practitioners in city government.

Through direct support from BCPI, each participating city will receive an i-team designed to unlock creativity from within city government and communities they serve, and to facilitate and deliver results. The city's application to participate in BASC is enclosed as Exhibit A. The specific priorities, initiatives, and projects ultimately pursued will be defined through the Path to Public Innovation process and other BASC program offerings.

USE OF FUNDS

Cities are expected to use funds in accordance with the intentions of the Program and must be used for other than personnel services (OTPS) expenses directly related to support the i-team's work during the Program.

Eligible OTPS expenditures include, but are not limited to: equipment, supplies, 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 teams engage consultants (costing \$20,000 or more), they should first provide the BCPI with an intended scope of work and outcomes for approval.

Term

This Agreement is estimated for a project period of three (3) years.

City

Hampton

First Name

Bonnie

Last Name

Brown

State

Virginia

Job Title

Director

Office

Community Development Department

Tenure

10+ years

Email

bonnie.brown@hampton.gov

Phone

(757) 951-7801

Never miss a thing!

true

1a Please describe how your city and its communities, particularly BIPOC communities are or have been impacted by climate change and/or racial wealth inequity.

Hampton (Old Point Comfort) is the place where the first enslaved Africans landed in English-occupied North America in 1619. According to a recent equity and flood hazard study performed by Deloitte, the City of Hampton has more households in more severe flood/hurricane zones than 98% of other Virginia localities, Hampton's hazard risk ranks 4th out of 132 localities in Virginia, and a household in a flood or hurricane zone in Hampton is more vulnerable than a household in 85% of other Virginia localities. There are historically Black neighborhoods in the most vulnerable flood and hurricane zones in our City. The negative effects of climate change in these communities make them more economically and socially vulnerable. As homes are a major contributor to household net worth, the negative impacts of climate change, which threaten the ability of Black families to retain and protect their homes, has negatively impacted racial wealth equity.

1b What is the Mayor's vision to reduce climate pollution and/or advance racial wealth equity? How does this vision reduce the risks associated with climate change while advancing economic opportunity for BIPOC communities, specifically Black businesses?

City leadership's vision is to advance racial wealth equity through pilot programs in three of the City's BIPOC communities that are located in the most vulnerable flood and hurricane zones according to the Deloitte study. The pilot programs will explore ways to build resiliency in these communities against the effects of climate change, thus increasing property values and building the wealth of these BIPOC communities. It is also the vision to provide employment opportunities in livable-wage careers. Efforts in the pilot program may include flood mitigation, energy security, and workforce opportunities in emerging fields that address the effects of climate change.

1c Please provide 3-5 examples of the kinds of climate and racial wealth equity strategies or programs you would like to develop and/or accelerate with support from the Initiative.

The City would utilize this Initiative to create a scalable and replicable pilot program in three neighborhoods: Aberdeen Gardens, Briarfield Terrace, and the southwest portion of Greater Wythe. These are historically Black communities that have experienced significant effects of climate change in terms of flooding. Aberdeen Gardens was designed in 1934 for the resettlement of Black workers as part of the "New Deal" and was the only such community in the United States designed by a Black architect and

built by Black contractors and laborers. The pilot program for these communities would engage community partners and residents to build an action plan focused on flood mitigation, adaptation, green energy initiatives, and targeted workforce opportunities for the residents of these communities. This plan would seek to increase resilience, energy efficiency, career opportunities, and property values, thus addressing racial wealth equity. We would utilize the I-Team to engage with the community, develop climate change and economic solutions, and create the pilot programs which would prioritize the most effective and efficient interventions for each community. Like many localities, Hampton's current capacity is strained. We would need the I-Team to help develop the plan, coordinate with community partners, identify funding, and create a sustainable, scalable, and replicable implementation plan.

1d Please describe where/how you are in bringing these 3-5 strategies forward. We are interested in knowing if they represent early stage thinking or strategies in the pipeline.

The pilot program represents early-stage thinking. While the City has been active and innovative in our "Resilient Hampton" efforts, those efforts have had a City-wide and watershed area focus, and have not been specifically targeted at the intersection of climate change and racial wealth equity or in BIPOC communities. Our work to this point has also been more focused on coastal adaptation (responding to the results of climate change), and less focused on sustainability (focusing on prevention and mitigation of climate change). We see this as a valuable opportunity to create a replicable effort that will strengthen the resiliency of our City and fortify economic and socially vulnerable communities. We hope to develop a plan that provides a template that enhances how we apply the lens of racial equity and racial wealth equity not only to our resiliency and sustainability efforts but to all of our processes.

1e Please give us a sense of the potential climate and racial wealth equity impact you hope to achieve. What would success look like in your community at the end of this three-year initiative? What would be different?

Success would look like having a comprehensive, community-informed, scalable, and replicable pilot program in the southwest Greater Wythe, Aberdeen Gardens, and Briarwood Terrace neighborhoods. The plans for the pilot neighborhoods would be multi-faceted and address flooding, clean energy, and workforce opportunities for the residents of these communities. The pilot would have a realistic action plan with concrete implementation steps for all stakeholders in a public-private partnership. The plan would contain clear goals and metrics to determine progress and a comprehensive

evaluation tool to measure success. The plan would also be flexible enough to be iterative and adaptable for other communities and identify sustainable funding sources to support the plan. If successful, the pilot program would lead to increased homeownership and retention of homes by Black families in these historic Black communities as well as improve housing stability for rental households. The workforce efforts would connect residents to livable wage careers in emerging fields that combat climate change (e.g., clean energy). The plan would also result in more resilient communities thus minimizing the emotional, financial, and social costs associated with flooding events while simultaneously increasing Black wealth in these communities.

1f If available, please provide links to examples where the Mayor's commitments to climate action and/or racial equity have been described publicly (e.g., climate or equity action plans, budget book, media, campaign platform).

Video of City Council Deep Dive on Living with Water

https://hampton.granicus.com/player/clip/2933?view_id=2&redirect=true&h=0a060b5fcd54cd666b3c7f65943ea9a2 Video of City Council Presentation of the Water Plan

https://hampton.granicus.com/player/clip/3101?view_id=2&redirect=true&h=31d77abb87236d68a58359540a749716 Video of City Council Presentation of the Progress on the Poverty Study

https://hampton.granicus.com/player/clip/3101?view_id=2&redirect=true&h=31d77abb87236d68a58359540a749716 Video of the City Council Presentation of the Capital Improvement Plan (49:54 shows that 18% [\$60,950,000] of the CIP is dedicated to Living with Water)

https://hampton.granicus.com/player/clip/3066?view_id=2&redirect=true&h=de9f338eb6e4e5674682b7f6faf42a1f

1g Imagine the Mayor meets a resident at a local event who asks about this initiative; how might the Mayor explain the city's participation in this initiative and what they seek to achieve?

Participating in this effort helps to make the City more resilient while addressing historic inequalities that still have consequences today. This initiative provides an entry point to create and test a pilot that, if successful, will be replicable, scalable, and applicable to other communities in the City. The City is stronger when all members of our community are presented with opportunities to reach their full potential. This initiative affords that opportunity in neighborhoods that have been historically under-resourced and disadvantaged.

2a What do you see as the major assets in your community that you hope to more effectively leverage as part of this initiative?

In these neighborhoods, resident longevity tends to be higher than the City average, with over half of the residents residing in their home for more than 12 years. A critical asset to this project will be the residents that continue to reside and invest in these neighborhoods. Hampton also has robust and nationally recognized models of civic and neighborhood engagement. We would hope to leverage the active citizen-led organizations in each of these communities with several governmental departments and divisions—including the office of Diversity, Equity, and Inclusion; Resilient Hampton; the City Manager’s Office; Emergency Management; and Housing and Neighborhoods -- to support planning and implementation efforts. There are a number of businesses and utilities that can be more effectively engaged and leveraged. We have a number of educational institutions and workforce partners that would be valuable stakeholders, including Hampton University and Virginia Peninsula Community College. There are also many local and regional non-profits that already play a pivotal role in similar initiatives. For example, Wetlands Watch is completing a “Community Resilience Profile” in Aberdeen. We hope to build upon the identified goals and actions of this study in Aberdeen and potentially expand to other pilot area. We would also continue to identify state and federal funding to make the effort sustainable.

2b What do you expect to be the biggest challenges you will face in developing and implementing strategies that address this initiative’s goals?

There are many challenges we will face including: staff capacity to lead and guide the work; finding sustainable funding to support the effort; devising an evaluation tool to determine the pilot’s effectiveness; securing a long-term commitment of the public and private partnerships needed to successfully sustain the effort; and cultivating broad community support for new environmental approaches and techniques.

2c What specific or types of organizations and stakeholders do you see as essential to engage as part of this initiative?

Neighborhood associations; Governmental departments (Community Development, Emergency Management, Public Works, Economic Development, Diversity, Equity and Inclusion, Human Services, etc.); Utilities (Dominion Power, etc.); Non-profits (Wetlands Watch, etc.); Educational Institutions (colleges, universities, trade schools, etc.); Workforce Development Organizations; and Advocacy groups (NAACP, Urban Leagues, Historically Black Fraternities and Sororities).

2d What specific or types of organizations and stakeholders do you expect to oppose this initiative?

Political organizations and citizens who advocate for tax reduction and smaller government may argue that this is a utilization of tax dollars that does not benefit the whole community. Some Non-BIPOC community members who experience flooding and the effects of climate change in their neighborhoods may assert the initiative is too narrowly focused. Some citizens and political groups may argue that this is preferential treatment based on race and part of an unfair “woke” agenda that represents another government “handout.” We may also experience opposition from business interests who compete with green energy.

2e Please share any action(s) you have taken, or are planning to take, to secure federal funding from the Infrastructure Investment and Jobs Act and the Inflation Reduction Act. What specific opportunities were they (or will there be)?

The City has applied for the Department of Energy’s Energy Efficiency and Conservation Block Grant to prepare: (1) a Municipal Energy Audit of City owned buildings. The audit will examine energy efficiency options, renewable energy, fleet electrification. The audit results will be a blueprint for an implementation strategy, utilizing energy performance contracting, power purchase agreements and pursuit of IRA incentives Dominion Energy and Virginia energy incentives; (2) An energy assurance plan for the City to cope with energy emergencies affecting natural gas, electricity and water supplies for the City, local hospitals, schools, and key nonprofits in the City; (3) Application of PACE program staff and marketing to serve disadvantaged neighborhoods with PACE financing for energy efficiency and building-based solar installations for affordable housing, churches, nonprofit organizations, and small businesses. The City has also applied for the NOAA Climate Resilience Regional Challenge to fund the Back River Estuary Ecological Resilience Plan. This plan would include ecosystem health and restoration, implementation of climate adaptation strategies, sustainable resource management, education and outreach, and long-term adaptive management monitoring.

3a What mechanism(s) does the City use to build and sustain relationships with community partners? How do you engage community in the design and implementation of new initiatives or programs?

For 30 years, Hampton has sustained the Hampton Neighborhood Initiative to support grassroots engagement and neighborhood development throughout the City. The Initiative is led by a Council appointed board of neighborhood leaders and institutional

representatives called the Neighborhood Commission. The ongoing goal of this initiative is to build and sustain relationships with community connectors and leaders. Similar planning and engagement efforts have successfully employed public participation methods that allow these community connectors to assist in the design and implementation of everything from the engagement methods to implementation practices. These engagements will likely involve a variety of methods that vary based on the need of the pilot areas to include, design charrettes, canvassing, steering groups, focus groups, and event-based engagement. The City also has over 35 boards and commissions that serve as subject advisors for a variety of issues that may arise in the process. Finally, the City intends to use lessons learned from the Bloomberg-Harvard Civic Engagement class, which the City participated in June of 2023, to engage residents in the pilot areas.

3b Please share about Mayor and/or other current City leadership's experience co-leading or co-creating initiatives specifically related racial equity climate local community, what leadership learned experience (e.g., successes, challenges)?

The City is currently engaged in a poverty study designed to determine the specific causes of poverty in our city and to provide evidence-based solutions to assist families in achieving financial empowerment. The City has also been an active participant in local dialogues and conferences addressing racial equity and resiliency. Several departments presented at the second annual Social Justice Conference at Christopher Newport University. The Mayor has also been an active participant in Cities United, a national non-profit initiative focused on reducing violence among young Black men by addressing racial inequities within the community. In addition, the City leadership has served on numerous panels and conferences related to the resiliency and flooding prevention efforts. City leaders also support the Hampton Diversity College, which is an educational program that works to increase knowledge of the value of diversity, unity, and inclusion in contemporary workplaces and in our community. Leadership has spoken of some consistent lessons including that our greatest asset is our community and our partners while our challenges are resources and capacity to make sustainable change.

3c Please share the names of some community-based individuals, organizations, and/or institutions you would be likely to partner with as part of this initiative (e.g., cultural institutions, educational organizations, community organizing groups).

Briar-Queen Community Association; Aberdeen Historic & Civic Association; Aberdeen Historic Foundation; Greater Aberdeen Community Coalition; Wetlands Watch; Hampton

University; Virginia Peninsula Community College; Christopher Newport University; Virginia Workforce Council; Hampton Redevelopment & Housing Authority; Habitat for Humanity Peninsula Greater Williamsburg; Chesapeake Bay Foundation; Dominion Energy; Virginia Department of Energy; Virginia Department of Historic Resources; Virginia Department of Housing & Community Development; Hampton Roads Transit; US Army Corp of Engineers; Virginia Center for Inclusive Communities; Weyanoke Association; Virginia Organization for Inclusive Concepts and Equitable Solutions (VOICES); Sentara Healthier Communities; Virginia Catholics for Racial Justice

4a What has the Mayor and/or City proposed in the past address racial wealth equity? Provide at least one example success one example that was not success. (cities where Mayor has taken office 2023, may include currently proposed developing initiatives.)

The City has engaged MDT of America, LLC., to conduct a poverty study in the City of Hampton. The poverty study will provide insight into the root causes of poverty in our City and provide an implementation plan for actionable steps that the City and community stakeholders can take to address the issue. The City has created a staff position that will be solely focused on implementing this plan and assisting individuals out of poverty. Members of BIPOC communities are overrepresented in the City's poverty data. The City has a number of workforce development programs and partnerships designed to assist individuals in obtaining livable-wage careers (trades, CDLs, etc.). There is an underutilization of these programs, and those who have engaged have not successfully completed the programs at the desired rate. We are challenged in connecting the unemployed and underemployed with available career opportunities.

4b What has the Mayor* and/or City proposed in the past to address climate change? Provide at least one example of a success, and one example that was not a success.

In response to increased flooding due to climate change factors including sea level rise and land subsidence, Hampton has pursued multiple grant opportunities to mitigate repetitive flood damage to roadways, public spaces, and individual homes. Over time, the City has recognized the need to be more intentional regarding efforts to mitigate the impact of flooding in BIPOC neighborhoods. An example of a program that was not a success on the first attempt was the RAIN grant program (Resilient and Innovative Neighbors). This grant program is intended to provide funding to property owners to make small-scale improvements to their property, such as tree plantings, rain barrels, rain gardens, and permeable pavers. While well intentioned and funded by a key community partner—the Chesapeake Bay Foundation—the City had very few applicants

during the first round of funding. Moving ahead, we plan to explore targeting RAIN grant outreach in the pilot areas and examining barriers to funding.

4c Include links to websites, media, reports, etc. supporting your previous answers, if possible.

<https://www.vaemergency.gov/updates/commonwealth-awards-20053105-in-hazard-mitigation-grant-funding>

<https://www.pilotonline.com/2023/08/19/construction-underway-for-stormwater-project-in-hamptons-newmarket-creek-area/>

<https://whro.org/news/local-news/40546-using-millions-from-private-investors-hampton-starts-building-first-of-many-flood-resilience-projects>

<https://www.hampton.gov/3749/RAIN-grant>

4d What have you learned from these initiatives' successes or failures? What would you do or have done differently?

We have learned that the requirements of many of our programs and grants serve as a barrier to entry for many of those in the BIPOC communities who could most benefit. We have also learned that grant opportunities need to be supported by robust resident engagement. We want to address both issues more intentionally. For example, the Hampton Office of Emergency Management has tracked race and socioeconomic level of all applicants for home elevation assistance. Over time, a pattern was identified that those who fully complete the federally grant-funded projects are white and reside within higher socioeconomic neighborhood. Homeowners in these are experiencing profound impacts from flooding and have qualified for grant program assistance; however, these homeowners have also been subjected to systemic biases which contribute to an inability to meet cash match requirements. The City does not have a funding source to provide match assistance and would like to further explore how to support the BIPOC community to increase their participation and maintain the safety, structural integrity and value of their homes.

4e If doing work on both climate and racial wealth equity is new to the City, what makes now the right time to embark on this work? How do you imagine this initiative can augment these efforts?

As mentioned elsewhere in the application, the City has completed significant work in the realm of coastal resiliency, but has not yet embarked upon a sustainability mission. The City is in the process of updating our Community Plan, and we have heard from

residents about the importance of addressing climate change more directly as well as growing our economic base and sustaining our neighborhoods. We believe that now is the right time to connect this momentum with the results of the above-mentioned poverty study, our existing and underutilized workforce development programs, and our DEI, Emergency Management, economic development and planning initiatives, to specifically focus on the intersection of climate change and racial equity. Technical assistance is needed to understand data availability and practical uses in developing climate action and wealth building strategies.

4f Please list all climate- and/or racial equity-related networks, memberships, and communities of practice that the City and/or City leadership participates in.

Citizens' Unity Commission (CUC) - a 19-member, citizen-based commission
 Citizens' Engagement Advisory and Review Commission (CEARC) - an advisory body for the purpose of assisting the Council and city manager in crisis review, prevention, management and communication
 Virginia Center for Inclusive Communities
 Weyanoke Association
 Virginia Organization for Inclusive Concepts and Equitable Solutions (VOICES)
 Sentara Healthier Communities
 Virginia Catholics for Racial Justice
 Wetlands Watch
 Hampton Roads Planning District Commission
 Chesapeake Bay Foundation
 Virginia Institute of Marine Science
 ODU Resilience Collaborative
 Virginia Coastal Resilience Master Plan (VCRMP)

5a Who leads the climate and/or racial wealth equity work in your city? Is anyone responsible for advancing climate or racial wealth equity across departments?

Many staff members assist with this work but no one office leads the intersection of climate and racial wealth equity. The Office of Diversity, Equity & Inclusion has been identified to develop this pilot program in conjunction with the Community Development Department and Economic Development Department, among others.

5b Does someone lead citywide data and/or innovation internally? If so, who?

No. The City does do data analysis within specific departments, and sometimes in partnership with each other, but there is not a Citywide data or innovation staff lead.

5c If available, please attach an organizational chart noting where the leaders highlighted in question 5a sit, and their reporting lines.

https://drive.google.com/a/jhupublicinnovation.org/uc?id=1UoBm8luh7o8GiU5E76l6egynuxWfPjUP&export=download&display=/148656323_2.3OrganizationCharthhighlighted.pdf_148656323_2.3OrganizationCharthhighlighted.pdf

5d Explain how the City gathers and analyzes data that is disaggregated by race for City-provided programs and services. How is this data used?

In order to understand the intersection of race, vulnerability, and climate change, the City of Hampton draws from a variety of data sources to include US Census data, Hampton property assessments, Virginia Emergency Support Team Health Equity Working Group Mitigation Project Analysis, and the VIMS/William and Mary Center for Coastal Resources Management Virginia Social Vulnerability Viewer. In addition, the City shares and receives data from numerous community partners providing financial, health, and social assistance and invites resident input through community-based workgroups and meetings. The formal and anecdotal data is used to assess trends and needs and will allow Hampton to target potential resources and projects to the most vulnerable BIPOC communities.

5e Explain how the City gathers and analyzes data on climate pollution and emissions, How is this data used?

Currently the City does not gather this data, but understands that there is a link between emissions and health. Technical assistance is needed to understand data availability and practical uses in developing climate action strategies.

5f What is the routing and approval process for partnership agreements and MOUs?

Partnership agreements and MOUs are reviewed as to content by the subject departments, then as to availability of funds by the department of Finance, then by the City Attorney's Office for legal sufficiency, and then by the City Manager or an Assistant City Manager for execution. We try to do these steps concurrently, when possible.

5g This program will provide an Innovation Team (i-team) of at least 3 embedded staff in City Hall dedicated to this program. How / where does the City imagine that these individuals will be positioned in the Mayor's executive office to advance this vision (e.g., reporting directly to the Mayor, participating in cabinet/executive meetings, monthly meetings with the Chief of Staff)?

The i-team would be positioned to report directly to the City Manager's Office. They would participate in executive business team meetings led by an Assistant City Manager with department heads and staff of the various departments involved in the initiative. They would also report monthly updates to the Mayor, City Council, and City Manager. Hampton is a council-manager form of government and does not have a strong Mayor. The City Manager is responsible for the supervision of all City staff, with the exception of the Clerk of Council and City Attorney, who like the City Manager are council appointees.



Bloomberg American Sustainable Cities

Milestone Payment Schedule

Each participating city will receive \$120,000 for other than personnel services (OTPS) expenses directly related to support the i-team's work during the Program. Grant Funds will be disbursed in two equal payments of \$60,000. The first \$60,000 payment will be disbursed after this Agreement has been fully executed for the period of performance of 03/01/2024-12/31/2025.

The second \$60,000 payment will be disbursed with JHU's sole discretion in satisfactory completion of Innovation Milestone Deliverables and reporting outlined and agreed upon in the MOU. This includes but is not limited to the report of program activities and submission of a Financial Report due February 1, 2026 covering expenses through December 31, 2025.

Exhibit C
Sample Fixed Price Invoice

Subrecipient shall submit invoices, stated in U.S. dollars, to JHU in accordance with this sample invoice. All invoices must: (i) be sequentially numbered; (ii) indicate the date(s) of performance by the Subrecipient; (iii) state the JHU Purchase Order number, the title of the project, and the name of the JHU Principal Investigator; and (iv) include the Subrecipient's certification that the invoice is just and correct, and that payment for this work has not yet been received; and (v) upon submission of final invoice, state specifically that all of Subrecipient's work for this project has been successfully completed.

Johns Hopkins University

Remit payment to:

Subrecipient:	_____	Bank Name:	Foreign only
Subrecipient Address 1:	_____	Bank Address:	_____
Subrecipient Address 2:	_____	Routing/ABA #:	_____
Contact Person:	_____	Account #:	_____
Contact Person E-mail:	_____	SWIFT Code:	_____

JHU's P.I.:	Date of invoice:
Subrecipient's P.I.:	Invoice number:
Purchase Order number:	

Project title:
Current billing period:
Amount due this invoice:

Description of milestone achieved:

Milestone payment due:

Subagreement Value	Funds Received to Date	Current Invoice Total	Total Cumulative Invoiced	Remaining Subagreement Balance

If receipts are in a foreign language, English translation must be attached.

By signing this invoice, I certify to the best of my knowledge and belief that it is true, complete, and accurate, and the expenditure are for the purposes and objectives set forth in the terms and conditions of this Subaward . I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Subrecipient Authorized Signature

Date

JHU Principal Investigator Signature of Approval

Date

With submission of final invoice (90 days after Subagreement termination date), Subrecipient must additionally certify to the following:

“All requirements and deliverables set forth in this Subagreement have been met and Subrecipient’s scope of work has been successfully completed.”

Subrecipient Authorized Signature

Date