

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.

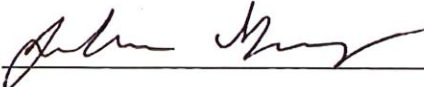
9.6 This MOU contains the entire agreement between the Parties and no statements, promises or inducements made by either Party or agent of either Party that are not contained in this written MOU shall be valid or binding; and this MOU may not be enlarged, modified or altered except in writing, signed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

Jonathon Berry

Name


Contracts Associate

Title

10/15/2024

Date

CITY OF HAMPTON, VIRGINIA

BY: 

Mary B. Bunnings

Name

City Manager

Title

10/16/24

Date



CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY

Approved as to form and legal sufficiency

Date: October 15, 2024

Name: 

Title: Deputy City Attorney