

RESOLUTION NO. RS2019-1879

A resolution accepting a grant from Johns Hopkins University to the Metropolitan Government of Nashville and Davidson County, acting by and through the Office of the Mayor, to provide technical assistance on economic and community development matters to the Metropolitan Government.

WHEREAS, Johns Hopkins University has awarded an in-kind grant to The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of the Mayor, to provide technical assistance on economic and community development matters to the Metropolitan Government; and,

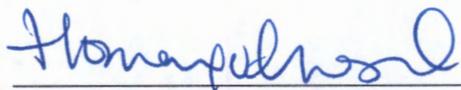
WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant agreement between Johns Hopkins University and The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of the Mayor, to provide technical assistance on economic and community development matters to the Metropolitan Government, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

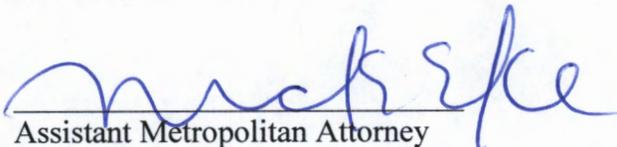


Talia Lomax-O'Neal, Director
Department of Finance

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Tanaka Vercher

Tanaka Vercher
Councilmember, District 28

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NASHVILLE, TENNESSEE
AND JOHNS HOPKINS UNIVERSITY**

This Memorandum of Understanding (MOU), is entered into by and between the City of Nashville, Tennessee having a location at 1 Public Square, Suite 100, Nashville, TN 37201 (hereafter referenced as "City" or "the City"), and Johns Hopkins University, a not for profit educational institution established under the laws of the State of Maryland having a location at 3400 N. Charles Street, Baltimore, MD 21218-2685 on behalf of Johns Hopkins University Center for Government Excellence (hereafter referenced as "JHU"), individually also known as a "Party" and collectively as the "Parties." This MOU contains the terms and conditions under which City and JHU will work on initiatives in support of JHU's project with Bloomberg Philanthropies. From time to time, scopes of work for projects, timelines, and responsibilities of various partners that will contribute to the projects' success will be appended as Task Orders and incorporated herein.

1. Work Scopes

The Work Scope will be as described in Appendix A, attached hereto and incorporated herein by reference. As necessary, additional Work Scopes with accompanying timelines and responsibilities will be developed and incorporated herein as Task Orders appended to this MOU. Work Scopes shall become effective upon the date last signed and remain in effect for the period specified within the Task Order.

2. Duration

This MOU shall enter into effect upon full execution and remain in effect for a period of twelve (12) months thereafter. This time period may be amended only by written agreement of the Parties.

3. Confidentiality and Privacy

3.1 The Parties to this MOU will agree to protect clearly marked Confidential Information of one another in a reasonable and appropriate manner, and will use confidential information only to perform its obligations under this MOU and for no other purpose. This will not apply to information which is publicly known, already known to the recipient, lawfully disclosed by a third party, independently developed, disclosed pursuant to legal requirement or order, and items that are subject to public records access laws.

3.2 JHU agrees to use any personally identifiable information and data the City provides it only for the purposes of this engagement and as the City directs, and JHU will not be liable for any third-party claims related to such. The City agrees to take necessary actions to ensure that the City complies with applicable laws relating to privacy and/or data protection, and acknowledge that JHU is not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

4. Publicity and Use of Names

The City agrees to acknowledge Bloomberg Philanthropies and the Johns Hopkins University Center for Government Excellence in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the MOU (together, "Media Releases"). The City shall provide copies of all Media Releases to JHU and obtain its consent prior to publication or distribution in any format of any Media Release. Further, to the extent that the City provides Media Releases to JHU, the City represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all works contained or used in the Media Releases. All requests for JHU approval shall be forwarded to the individual listed under the Section 7 – Notices.

5. Intellectual Property

JHU agrees that all trademarked or copyrighted works owned by the City (including but not limited to logos, written material, photos, and other similar works provided by the City to JHU) and provided to JHU, in any media, shall remain the property of the City. To the extent that the City provides any trademarked or copyrighted works to JHU, the City represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform, and distribute (including the right to sublicense) all such works. JHU has the right to publicly acknowledge and announce, at its sole discretion, any relationship between JHU and the City, including a description of activities undertaken in this MOU and learnings therefrom.

6. Termination of MOU

This MOU may be terminated for convenience by either Party upon 30 days' written notification.

7. Notices

Any notices required or provided by the terms of this MOU shall be in writing, addressed in accordance with this Paragraph and shall be sent by US mail or email as to the following contact individuals:

CITY OF NASHVILLE, TENNESSEE

Technical Representative:

Jamari Brown
Director of Economic and Community Development
Office of the Mayor – Nashville/Davidson County TN
1 Public Square, Nashville, TN 37201
615.862.6021
Jamari.Brown@nashville.gov

Contractual Representative:

Jamari Brown
Director of Economic and Community Development
Office of the Mayor – Nashville/Davidson County TN
1 Public Square, Nashville, TN 37201
615.862.6021
Jamari.Brown@nashville.gov

Legal Representative:

Department of Law
Attn: Associate Director of Law
Metropolitan Government of Nashville and Davidson County
Metropolitan Historic Courthouse, Suite 108
P. O. Box 196300
Nashville, TN 37219-6300
Telephone: 615-862-6341

JOHNS HOPKINS UNIVERSITY

Technical Representative:

Sharon Paley
Center for Government Excellence
Johns Hopkins University
3400 N. Charles Street
Baltimore, MD 21218-2685
Ph.: 410-516-7626
Email: spaley2@jhu.edu

Contractual Representative:

Karen Schaefer
Sr. Sponsored Projects Officer
600 N Wyman Park Building
Office of the Dean
Johns Hopkins University
3400 N. Charles Street
Baltimore, MD 21218-2685
Ph.: 410-516-6126
Email: kschaef6@jhu.edu

8. Headings

The headings in this MOU are for the convenience of reference only and are not substantive parts of this MOU nor shall they affect its interpretation.

9. Severability

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.

10. Assignment

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

11. Entire Agreement

This MOU (including any Appendices attached hereto) sets forth all of the agreements and understandings between the parties hereto with respect to the subject matter hereof, and supersedes and terminates all prior agreements and understandings between the parties with respect to the specific subject matter hereof. There are no agreements or understandings with respect to the subject matter hereof, either oral or written, between the parties other than as set forth herein. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized officers of City and JHU.

12. Counterparts

This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

13. 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 Agreement 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.

Signature page follows

14. Signatures

The City of Nashville, Tennessee and Johns Hopkins University agree to partner in this initiative and to fulfill the roles and responsibilities shown herein.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

CITY OF NASHVILLE, TENNESSEE

JOHNS HOPKINS UNIVERSITY

(See attached signature page)

John P. Toscano



Signature

Signature

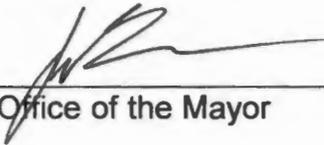
Date: *8-9-19*
Print Name: *JAMES BROWN*
Title: *Director of ECT*

Date: 8/2/2019
Print Name: John P. Toscano
Title: Vice Dean for Natural Sciences

**SIGNATURE PAGE
FOR
GRANT AGREEMENT BETWEEN JOHNS HOPKINS UNIVERSITY AND THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



Office of the Mayor

8-9-19

Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**



Talia Lomax-O'dneal, Director
Department of Finance

8-6-19

Date

APPROVED AS TO RISK AND INSURANCE:

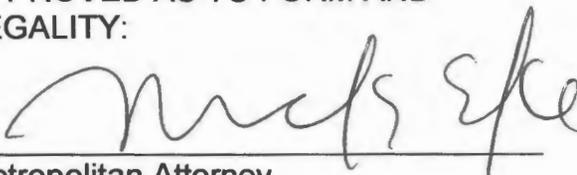


Director of Risk Management Services

8/7/19

Date

**APPROVED AS TO FORM AND
LEGALITY:**



Metropolitan Attorney

8/9/19

Date

FILED:

Metropolitan Clerk

Date

As follows

Project Scope of Work

Appendix A

Project Scope of Work City of Nashville, TN

Goal: Via its existing project with Bloomberg Associates, the City of Nashville, TN and its Entrepreneur Center will receive technical assistance from GovEx for the purpose of assessing and improving data management practices to increase access and use of data to support the development of the small business community.

Focus Area: Economic Development

Activities: Starting within ten (10) days after the execution of an Agreement with GovEx and concluding approximately 120 days thereafter, City will work with GovEx on a range of activities, including:

Time	Stage	Activity	Deliverables
30 days	Stage 1 Discovery	<ol style="list-style-type: none"> 1. Survey of data practices for Metro and partners 2. Define problem being tackled, describe how it impacts organizations, clarifies organizations' goals and describe ideal future state 3. Conduct an inventory of existing technology infrastructure 	<ol style="list-style-type: none"> 1. Report, which contains detailed information on Nashville and its partners' data practices (internal and external access to data, data quality, etc.) 2. Statement of problem/ideal state 3. Document detailing technology inventory, capabilities, and any gaps
60 days	Stage 2: Continuing Discovery Phase & Developing a roadmap	<ol style="list-style-type: none"> 1. Conduct and complete a data inventory with the small business development partnership 2. Identify solutions to address technology gaps by defining data product and its technical requirements (prioritizing existing Metro/ partners' technology products) 	<ol style="list-style-type: none"> 1. Document describing priority datasets and detailing steps to fill data gaps (including collection, sources and partners) and improve quality 2. Document detailing steps to fill technology gaps (including specs and technical requirements for the data product which will allow the desired collection and sharing of data)
90 days	Stage 3: Developing a Roadmap	<ol style="list-style-type: none"> 1. Deliver final recommendations to Metro and its partners' at in-person meeting 2. Advise whether (and how) existing Metro and/or partners' data-related technology can be adapted to suit the needs of the City 3. Develop a plan to prioritize datasets for sharing based on internal and external interest 	<ol style="list-style-type: none"> 1. Presentation describing recommended next steps 2. Proposals to adapt existing technology, or, if existing technology is not suitable, technical requirements for a RFP 3. Data prioritization plan in either a narrative or visual format 4. Document detailing data governance next steps that addresses roles and

		4. Document next steps to improve data governance and/or access to data	responsibilities and data collection, organization, and use
120 days	Stage 4: Implementation of Next Steps	<ol style="list-style-type: none"> 1. Assemble data governance team, determining membership structure and defining roles and responsibilities. 2. Schedule a recurring series data governance meetings in accordance with Nashville leadership schedules. 	<ol style="list-style-type: none"> 1. Documented data governance structure in either narrative or visual form 2. Confirmed list of meeting dates and draft agendas for upcoming meetings. 3. Provide Metro + partners needed training to enable execution of next steps as needed.