

1 [Memorandum of Understanding - InnovateUS - Participation in Program to Provide Customer
2 Feedback - \$0]

3 **Resolution authorizing Department of Technology Chief Information Officer to enter a**
4 **no cost Memorandum of Understanding (MOU) under which the City will provide**
5 **feedback to InnovateUS and which will grant to InnovateUS a right to use the City's**
6 **feedback for any purpose, including the development, modification, marketing, or**
7 **publicity of products or services, effective upon approval of this Resolution for a two**
8 **year term; and to authorize the Director of Department of Technology to enter into**
9 **amendments or modifications to the MOU that do not materially increase the**
10 **obligations or liabilities to the City and are necessary to effectuate the purposes of the**
11 **MOU or this Resolution.**

12
13 WHEREAS, The City seeks to enter into a Memorandum of Understanding (MOU) with
14 InnovateUS for training modules on AI skills for city employees on the City's online learning
15 platform; and

16 WHEREAS, As a result of this MOU, the City will collect and share aggregated non-
17 identifiable data on a monthly basis through a CSV or automated data stream with
18 InnovateUS, including share learner totals, learner progression and responses to surveys
19 embedded in the content and send one or more city employees to participate in InnovateUS
20 quarterly advisory calls and meet with InnovateUS leadership from time to time to explore how
21 to promote uptake of learning and evaluate progress; and

22 WHEREAS, The City's participation in providing feedback to InnovateUS under the
23 MOU will benefit the City by obtaining no cost training for City employees on AI skills; and

24 WHEREAS, The MOU will benefit InnovateUS by allowing InnovateUS to use the
25 feedback of City employees and will allow InnovateUS to reference the City's participation in

1 the program and information on the program to students, employees, agents, and potential
2 new partners or funders without the City's express written approval; and

3 WHEREAS, Other state and local governments have executed MOUs with InnovateUS
4 for similar trainings including the State of California, New Jersey, Georgia, Ohio, Maryland,
5 Wisconsin, and New Mexico; and

6 WHEREAS, The MOU does not allow InnovateUS to publicly release City employees'
7 feedback in a way that directly or indirectly connects the feedback with the personally
8 identifiable identity its employees; and

9 WHEREAS, The MOU has a two year term that may be terminated at any time by
10 providing written notice; and

11 WHEREAS, Charter, Section 1.101 provides that all rights and powers of the City and
12 County that are not vested in another officer or entity by the Charter shall be exercised by the
13 Board of Supervisors; and

14 WHEREAS, Administrative Code, Section 22A.4 defines the role and duties of the City
15 Chief Information Officer, but the neither Section 22A.4 nor any other section of the
16 Administrative Code vests in the Department of Technology or the City Chief Information
17 Officer the ability to enter agreements to allow third parties to use statements made by City
18 employees, including for the development, modification, marketing, or publicity of products or
19 services; and

20 WHEREAS, The proposed MOU contained in File No. 240934, is substantially in final
21 form, with all material terms and conditions included, and only remains to be executed by the
22 parties upon approval of this Resolution; now, therefore, be it

23 RESOLVED, That the Board of Supervisors hereby approves the MOU in substantially
24 the form contained in File No. 240934; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of the
2 Department of Technology or his designee to make any modifications to the MOU, prior to its
3 final execution by all parties, that the Department of Technology determines, in consultation
4 with the City Attorney, are consistent with this Resolution, in the best interest of the City, do
5 not materially increase the obligations or liabilities of the City, are necessary or advisable to
6 effectuate the purposes of the MOU, and are in compliance with all applicable laws, including
7 City’s Charter; and, be it

8 FURTHER RESOLVED, That within 30 days of the MOU being fully executed by all
9 parties, the Department of Technology shall submit to the Clerk of the Board of Supervisors a
10 completely executed copy for inclusion in File No. 240934; this requirement and obligation
11 resides with the Department, and is for purposes of having a complete file only, and in no
12 manner affects the validity of approved MOU.