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

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

- WHEREAS, Other state and local governments have executed MOUs with InnovateUS
  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
- WHEREAS, Charter, Section 1.101 provides that all rights and powers of the City and
   County that are not vested in another officer or entity by the Charter shall be exercised by the
- 13 Board of Supervisors; and
- WHEREAS, Administrative Code, Section 22A.4 defines the role and duties of the City
  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
- RESOLVED, That the Board of Supervisors hereby approves the MOU in substantially
   the form contained in File No. 240934; and, be it
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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.
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