

RESOLUTION NO. 32364

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, IN CONNECTION WITH THE CITY OF CHATTANOOGA BEING SELECTED TO PARTICIPATE IN THE BLOOMBERG AMERICAN SUSTAINABLE CITY (“BASC”) INITIATIVE, TO ACCEPT A SUB-AWARD FROM THE BASC INITIATIVE AND TO ENTER INTO A SUB-AWARD AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH JOHNS HOPKINS UNIVERSITY, FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00), WITH NO CITY OF CHATTANOOGA MATCH TO BE USED AS A SUB-AWARD FOR ELIGIBLE EXPENSES TO SUPPORT THE WORK OF CHATTANOOGA’S BASC INNOVATION TEAM (I-TEAM).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the Mayor or his designee, in connection with the City of Chattanooga being selected to participate in the Bloomberg American Sustainable City (“BASC”) Initiative, to accept a sub-award from the BASC Initiative and to enter into a Sub-Award Agreement, in substantially the form attached, with Johns Hopkins University, for an amount not to exceed \$120,000.00, with no City of Chattanooga match to be used as a sub-award for eligible expenses to support the work of Chattanooga’s BASC Innovation Team (I-Team).

ADOPTED: January 7, 2025

/mem

SUBAWARD AGREEMENT

This document constitutes the subaward agreement (“Subagreement”) between the Johns Hopkins University (“JHU”) and the City of Chattanooga (“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.

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 A**.
- 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 **3/1/2024 through 2/28/2027** (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 A and the Milestone Payment Schedule set forth in **Exhibit B**. 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 C**, or Subrecipient’s comparable format, which details the specific deliverable or work product accomplished as referenced in Exhibits A and B.
- 3.5 Invoices must be submitted in strict accordance with the schedule set out in Exhibit B 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 and B.

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 Chelsea Sadler ("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 and B to JHU PI.

5.2 In addition to the deliverables and work product in Exhibits A and B, 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 and B.

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@jh.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:

Chelsea Sadler
City of Chattanooga
101 East 11th Street Chattanooga
Chattanooga, Tennessee 37402
United States
Phone: 910.750.4022
Email: csadler@chattanooga.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 shall provide JHU PI with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.
- 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. CONFIDENTIALITY

- 9.1 “Confidential Information” means all non-public, confidential, and/or proprietary information that is marked as “Confidential Information” as described below and which is disclosed by one party to the other, including, but not limited to, software, inventions (whether patentable or not), algorithms, diagrams, drawings, processes, reagents, research, product or strategic plans or collaborations or partnerships, financial information, business models, and information relating to corporate finance and governance. Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing, marked confidential, and addressed to the other party within ten (10) days after disclosure.
- 9.2 Each party shall have the right to refuse to accept any Confidential Information proffered to it by the other party. If necessary, the parties will exchange Confidential Information only under the provisions set forth herein. The party who receives Confidential Information (the “Receiving Party”) shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information of a similar nature, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Agreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know

the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and non-disclosure obligations in a form of an agreement reasonably acceptable to the party disclosing the Confidential Information (the "Disclosing Party").

- 9.3 Confidential Information shall not include any information disclosed to the Receiving Party that the Receiving Party can demonstrate (i) was previously in its possession, as shown by its pre-existing records, without violation of any obligation of confidentiality; (ii) was received from a third party without violation of any obligation of confidentiality; (iii) was publicly known and made generally available prior to such disclosure; (iv) becomes publicly known or made generally available at a later date, through no fault of the Receiving Party, and only then after such later date; or (v) was independently developed without use of or reliance upon any Confidential Information by the Receiving Party, its employees, or consultants.
- 9.4 If the Receiving Party is required to disclose Confidential Information of the Disclosing Party by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or other legal process, the Receiving Party shall give the Disclosing Party prompt written notice of such requirement so that the Disclosing Party may seek a protective order or take other appropriate action, cooperate reasonably with Disclosing Party in connection with Disclosing Party's efforts to seek such relief, and thereafter to disclose only the minimum information required to be disclosed in order to comply.
- 9.5 Upon termination of this Subagreement or the Disclosing Party's request, Confidential Information shall be promptly returned to the Disclosing Party or destroyed, at the Disclosing Party's option, with such destruction confirmed in writing. The Receiving Party may retain one archival copy of such Confidential Information for purposes of fulfilling its obligations under this Subagreement and/or under the Prime Award, as applicable.
- 9.6 The obligations of confidentiality under this Section 9 shall continue for a period of three (3) years following conclusion or early termination of this Subagreement.

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 faculty member(s) and/or employee(s) and/or student(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.

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) 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 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 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 to the extent required to meet JHU's obligations under its Prime Award.

11. **EQUIPMENT**

No Equipment shall be purchased using funds awarded under this Subagreement.

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, 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. Subrecipient agrees to provide copies of any and all such books, records, receipts, accounts, or other documentation 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 and will repay the unallowable costs.

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. 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 forty-five (45) 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-cancelable expenses incurred by the Subrecipient in relation to the Project through the date of termination may be allowable.

15. LIABILITIES AND LOSS

Subrecipient agrees to indemnify, protect, defend, and hold JHU, Sponsor, their affiliates and related companies, and the employees, agents, officers, managers and directors of each ("Indemnified Parties"), harmless from and against any losses, costs, damages, claims or expenses, including reasonable attorneys' fees, arising out of or resulting from (i) Subrecipient's breach of this Subagreement, (ii) the negligence or willful misconduct of Subrecipient or any of

its agents, subrecipients, contractors, sub-contractors or employees, and (iii) performance of the Project, or which otherwise arise by, through or under Subrecipient. Subrecipient agrees that any activities by JHU or Sponsor in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive the Indemnified Party's rights under this Section 14. Subrecipient's obligations are limited to the extent permitted or precluded under applicable laws, including state governmental immunity acts or state constitution. Nothing in this Subagreement will constitute an express or implied waiver of Subrecipient's governmental or sovereign immunities, if any.

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 State of Maryland.

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 State of Maryland 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. Failing to reach resolution, any dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator, appointed in accordance with said Rules. Any and all hearings shall be conducted in the English language at a location mutually agreed upon by the parties. Judgment upon the award rendered may be entered into any court having jurisdiction.

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, Statement of Work
- 23.3 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. RESEARCH MISCONDUCT

- 25.1 Subrecipient must maintain, and effectively communicate to its personnel, written policies and procedures for inquiring into, investigating, and addressing allegations of research misconduct. Research misconduct means the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results.
- 25.2 If Subrecipient initiates a research misconduct investigation, it must notify JHU's research integrity officer within five (5) business days. Where research misconduct has affected data validity or reliability, JHU may require the Subrecipient and its collaborator authors to submit a correction or retraction of the data to a journal, publish the corrected data, or both. If Subrecipient does not comply with this requirement, JHU may invoke its rights to access the data (including copyrightable material developed under the Subagreement), have the data reviewed, and submit the correction.

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 CHATTANOOGA

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

Name:
Title:

DATE: _____

Date: _____

Attached Exhibits

- Exhibit A – Statement of Work and Application
- Exhibit B – Milestone Payment Schedule
- Exhibit C – Sample Fixed Price Invoice



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

Chattanooga

First Name

Seth

Last Name

Davis

State

Tennessee

Job Title

Policy Advisor

Office

Office of the Mayor

Tenure

1-2 years

Email

sdavis@chattanooga.gov

Phone

(910) 750-4022

Never miss a thing!

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.

Racial wealth inequity in Chattanooga has evolved over the years through discriminatory investment, unequal access to reliable transportation, disparity in education resources, scarce availability of affordable housing, substandard job training, and limited business opportunities. With Chattanooga's BIPOC population largely located within the lower flood prone elevations and heat-island locations, increased flooding and higher average temperatures attributed to climate change has a disproportionate impact on their community. As Tennessee Valley Authority's 3 highest recorded, service territory, rainfall-years have occurred in the last 3 years, this community has borne the brunt of costs associated with climate change effects. The growing cost of adapting to climate change has exacerbated the already existing racial disparity in Chattanooga's wealth distribution.

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?

In 1969, Walter Cronkite made the infamous declaration that Chattanooga was the "dirtiest city in America". Today, Chattanooga stands poised to establish itself as a regional and national leader in the new green economy. As outlined in Chattanooga's Climate Action Plan, the city will:

- Focus community-wide implementation of the Climate Action Plan in areas of greatest health, income and other disparities (1.2)
- Develop and implement Community Resilience and Response Plans for at-risk populations (1.3)
- Develop and implement resilient and energy-efficient affordable housing plans (1.4)
- Ensure City employees are prepared to work within the green economy (6.1)
- Utilize City contracts to incentivize business investment in the green economy (6.2)
- Utilize economic development to incentivize growth in the region's green economy (6.3)
- Ensure Chattanoogaans are prepared to work within the green economy (6.4)

By combining the goals and strategies of Mayor Kelly's One Chattanooga and Climate Action Plans, the necessary resources can be assembled from local and regional public and private partners to advance greater inclusion and economic growth of BIPOC communities, dampen the drivers of climate change, and build necessary infrastructure and plans to protect these communities from 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.

1) Workforce Development. Chattanooga has a number of companies advancing sustainability. These organizations have brought high-skilled, high-paying jobs, but have a deficit in employment. This is a real opportunity for Chattanooga to bridge the

resource and accessibility gap for the BIPOC community to develop related skill-sets and be placed in high-paying green economy jobs. 2) Wealth Building. In line with Mayor Kelly's "One Chattanooga," the City would support and facilitate the development of locally-owned, BIPOC small businesses and entrepreneurs. 3) Energy Efficiency. Chattanooga has some of the lowest cost energy in the nation, but some of the highest average energy bills (TVA). An effort to make residential efficiency improvements can create BIPOC job and entrepreneurship opportunities, decrease expenses for low-income residents, and lower energy demand in the aggregate. 4) Access Strategy. Stand up a supportive and flexible transportation program to bridge gaps between residents and employment and workforce training opportunities in BIPOC/underserved communities. This includes a continued emphasis on walkable access to parks and recreation for ALL residents.

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.

Chattanooga is in various stages with regard to these four strategies, which involve a variety of programs. 1) The RFP for the Apprentice Readiness Program was recently approved by our city council, and we anticipate a service provider will be selected by the end of October. This is a commitment to the "Infrastructure Talent Pipeline Challenge" of the Biden-Harris Administration; 2) The NLC/DoL "Good Jobs Great Cities Academy" clean energy sector initiative is at an early stage, but initiated. There are about 5 initial organizational stakeholders involved, with more anticipated to join; 3) Hamilton County Workforce Training Center; 4) EPB's "Home Energy Uplift" program which leverages local (EPB, City) dollars with contributions from TVA; 5) green|space's (local nonprofit) "Build it Green" program which trains residents from underserved and at-risk communities in home energy-efficiency installation trades, provides over 90% job-placement success, and facilitates transportation challenges; 6) Chattanooga State Community College's PV solar installation courses and program; 7) Co.Lab's "Sustainable Mobility Conference" and economic growth focus; 8) Enterprise Center's "Tech Goes Home" program designed to provide digital literacy, to underserved communities

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?

Our aspiration for this three-year initiative is to witness a thriving local economy, where Chattanooga emerges as a national leader in the green new economy. However, the real measure of success lies in whether this prosperity is felt by all. The scope of our

ambitions is to nurture inclusive growth that uplifts those who have historically been left behind. Our first goal is to increase the earning potential of our residents, specifically our BIPOC communities. Success in this dimension would mean that the direct workforce development support offered to the BIPOC communities resulted in demonstrable increases in the hiring of historically underrepresented communities. Active participation in workforce development programs and high rates of graduation would be indicators of success, demonstrating a pipeline to well-paying jobs in green industries. Our second goal is to maintain quality of life and mediate the cost of living so that our lower-income residents are not pushed out by growth. Success would mean that residents devote less of their earnings to housing and transportation. Completed renovations of existing housing stock and the construction of new affordable housing units, both with reduced energy costs, would signal progress toward this goal, as well as expanded transportation options connecting BIPOC communities with job centers.

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).

<https://www.state.gov/briefings-foreign-press-centers/city-spotlight-chattanooga>

<https://chattanooga.gov/city-planning/chattanooga-climate-action-plan/what-s-in-the-climate-action-p>

<https://www.timesfreepress.com/news/2023/mar/28/mayors-climate-plan-tfp/>

<https://cities-today.com/industry/harnessing-data-for-more-equitable-cities/>

<https://www.nlc.org/post/2023/05/16/33-cities-announced-as-good-jobs-great-cities-academy-and-learning-network-cohorts-in-partnership-with-us-department-of-labor/>

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?

Mayor Kelly would highlight that this initiative is necessary to keep Chattanooga on the leading edge of energy innovation and sustainability, while ensuring that every member of our community will have equal footing and opportunity to share in the benefits of a thriving economy. His efforts to date—creating a Department of Equity and Community Engagement, and appointing a Chief Equity Officer, Director of Entrepreneurship, Director of Workforce Development, Director of Affordable Housing, and Director for the Office of New Americans—have laid a foundation for the City to be intentional in addressing the racial wealth disparity in policy implementation. With support from Bloomberg, our efforts would take shape more quickly and have greater impact than if we went it alone.

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

The City has placed a renewed focus on the use of our community centers, which are primarily located in communities historically considered low-to-moderate income and have higher concentrations of the BIPOC community. These centers will be utilized more extensively to provide workforce training and contact with hiring employers for the community. Hamilton County and the City of Chattanooga partnered on the creation of the Construction Career Center to address the high demand for skilled tradespeople. The City's close relationship with a number of business associations and economic development incubators will be invaluable in creating workforce development pathways and entrepreneurial opportunities. The Tennessee College of Applied Technologies is currently administering a state grant to provide high-school equivalency courses and pre-apprenticeship programs to TN residents for free. EPB currently hosts the fastest public internet service in the nation and has recently rolled out its fiber-optic quantum network that will support the demands of the tech-heavy, emerging green economy. The City also recognizes the importance of balancing industry demands with accessible and intentionally designed living space. The "City Within a Park" designation aptly demonstrates the City's understanding that livability impacts workability.

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

The biggest challenge will be ensuring that this program creates an effective pathway to connect members of the BIPOC community with jobs in the green economy. After securing commitment and resources from our partners, it is critical that we develop a curriculum that is tailored to the targeted jobs. The curriculum will also need to account for the learning curves faced by underserved BIPOC communities. This will require intense collaboration with our industry partners, so that graduates of workforce development programs match the hiring criteria. Formal agreements with employers will cement the hiring pathway, so that the program has a high placement rate.

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

The newly formed "Chattanooga Sustainability and Resilience Committee" will convene next month with representatives from the City, EPB, green|spaces, Urban League of Chattanooga, Co.Lab, the Enterprise Center, Chamber of Commerce, UTC, Chattanooga State Community College, Hamilton County, Chattanooga-Hamilton County Air Pollution Control Board, TDEC, TVA, Trust for Public Land and the Lyndhurst Foundation. In addition, partnerships with local businesses will be critical to the implementation and success of these strategies. With EV automakers and EV battery

producers already in the area and expanding, their continued partnership will support higher incomes and green job opportunities for Chattanoogaans.

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

The City experienced a rather significant pushback effort from community members who adamantly opposed the passing of the Climate Action Plan. Due to the political dynamics of Tennessee, it can be easy for anti-climate change activists to spin sustainability efforts at the grassroots level. As seen in the first pages of the Climate Action Plan, the “Preamble on Protecting Individual Freedom, Personal Liberty, and Privacy” was needed to assure some residents that the plan was not a camouflaged mechanism to “violate individual privacy or freedom of movement”. The City must be fully aware of how messaging on sustainability efforts can be distorted by activists and should prioritize transparency in community engagement.

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 of Chattanooga has applied for a number of grants and other funding sources. Some of these applications, and their current status, include: - Rebuilding American Infrastructure with Sustainability and Equity (RAISE) — Wilcox Bridge replacement, awarded; - Alton Park Connector greenway, not awarded; Reconnecting Communities and Neighborhoods Program — planning for transportation elements of Westside Evolves land use plan, first year not awarded, second year application pending; - Charging and Fueling Infrastructure — charging infrastructure at community centers and public housing sites, pending; - Safe Streets and Roads for All — planning grant awarded; implementation grant pending; - Strengthening Mobility and Revolutionizing Transportation (SMART) — smart corridor infrastructure, not awarded; - Intercity Passenger Rail Grant Program — reestablish passenger rail to and from Chattanooga, pending; - FTA Areas of Persistent Poverty — transit planning, application to be submitted; - Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Program (PROTECT) — regional transportation vulnerability assessment, pending; - Urban and Community Forestry Assistance Program — city-wide canopy restoration, pending; - Recompete Grant and Building Pathways to Infrastructure Jobs Grant — equitable workforce training opportunities for living wage employment, round 2.

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?

The City of Chattanooga has earned a reputation for its strategic partnerships with the private sector, dubbed the “Chattanooga Way.” When designing new initiatives, we bring subject matter experts and community stakeholders in from the very beginning. Experience has taught us that early engagement will build our credibility in the neighborhoods and help ensure project success. Moreover, we benefit from having a plethora of strong community organizations and philanthropic foundations, and the City actively maintains relationships with these organizations. Mayor Kelly has committed to “responsive and effective local government” as one of his seven main tenets of his One Chattanooga Plan. With that, community engagement begins at the planning stage as opposed to the implementation stage. Community partners join in these engagements and plans evolve in a collaborative and responsive way.

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)?

Chattanooga’s Climate Action Plan was co-created by a group of over 30 local and regional leaders in a Climate Adaptation Workshop, funded by a grant from the National Science Foundation and facilitated by Virginia Tech University and EcoAdapt. The workshop utilized a vulnerability assessment model of housing, transportation and natural resources sectors, with outcomes focused on creating greater community resilience and expanding stronger transportation networks in underserved communities. The workshop was followed by a public input session in January of 2023 focused on receiving comments from over 100 residents related to the draft Climate Action Plan. Over 20 direct recommendations from the workshop were incorporated into the plan and nearly every comment received by the public input session is ultimately addressed in the goals, strategies and actions of the plan. The collaboration with local and regional leaders as well as with the public led to a far stronger plan than the City could have made on its own.

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).

As a part of this initiative, the City plans to build upon its existing relationships with a wide-ranging group of local stakeholders including: 1) Public Sector Partners -Electric Power Board of Chattanooga (EPB) -Tennessee Valley Authority -Hamilton County

-Tennessee Department of Economic Development -TDEC Office of Energy Programs
 -The Air Pollution Control Board 2) Educational Institutions -University of Tennessee
 Chattanooga -Chattanooga State Community College 3) Community Organizations -The
 Urban League of Chattanooga -green|spaces -The Enterprise Center -Co.Lab -Trust for
 Public Land -The Lyndhurst Foundation 4) Private Sector Partners -Southeast
 Tennessee Development District -Hinton & Company Beyond these existing partners,
 we are also working to build relationships with our large employers such as
 Volkswagen, Novonix, Nippon, and Gestamp for workforce development initiatives.

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.)

Racial wealth equity stands central in Mayor Kelly's One Chattanooga vision, aimed at bridging the divide between the two versions of Chattanooga, which are primarily separated along racial lines. Tenants of the plan include building a universal pathway to early learning, catalyzing the economic vitality of the Black middle class, and supplying affordable housing for all Chattanoogaans. To institutionalize a racial equity perspective, Mayor Kelly appointed the City's first Chief Equity Officer. The Department of Equity and Community Engagement collaborates across departments, ensuring that City initiatives actively pursue racial justice. In 2019, the City developed a racial equity action plan in collaboration with GARE. This initiative would educate City staff about historical government barriers for people of color and instill a conscious racial equity perspective. However, implementation of the plan was disrupted by the pandemic, and the program lost momentum. Mayor Kelly has revived this effort, using an intentional equity lens in all City programs.

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.

Chattanooga has recently adopted its first Climate Action Plan in 14 years by City Council vote of approval. The plan was developed by the City Planning Department in coordination with the Office of Mayor Tim Kelly, and included input from over 100 organizations and individuals. Prior to adoption of the plan, Mayor Kelly already joined the USDoE's Better Climate Challenge and participated in the Better Buildings Challenge. The City exceeded its energy use intensity reduction goals, and has reduced its raw electric consumption by 27%, saving \$2 million annually on energy expenditure. Before Mayor Kelly's administration, there was an Office of Sustainability under Mayor Ron Littlefield. This office used an USDoE grant to create a Climate Action Plan in

2009, but when grant funds ran out the office was largely disbanded. While many plans and goals were set, functional changes never materialized and momentum was lost. Learning from the past, Mayor Kelly has established an internal, cross-departmental implementation team to make changes within the City.

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

<https://drive.google.com/file/d/1v86k6JblaTYudFApdTBN6RqKr9d-J3oS/view?usp=sharing>

https://connect.chattanooga.gov/wp-content/uploads/2022/05/One_Chattanooga_Plan.pdf <https://chattanoogaparksandoutdoorsplan.com/>

<https://www.timesfreepress.com/news/2023/mar/07/building-a-greener-chattanooga-city-considers/>

<https://betterbuildingssolutioncenter.energy.gov/beat-blog/doe-recognizes-partner-city-chattanooga-tn-energy-efficiency-achievements-0>

<https://www.timesfreepress.com/news/2022/dec/08/chattanooga-cuts-energy-use-ftp/>

<https://www.timesfreepress.com/news/2022/aug/18/powerful-changes-energy-upgrades-gift-lift-to-600/>

<https://www.state.gov/state-department-announces-cities-forward-selected-participants/>

https://chattanooga.gov/images/citymedia/mayorsoffice/press-releases/221013 - Minority_Business_Owners_Have_Opportunity_to_Gain_New_Skills_Industry_Knowledge_During_Minority_Enterprise_Development_Week.pdf

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

The recurring lesson from City-led initiatives is that broad stakeholder and community engagement is critical. Interdepartmental collaboration within City Hall is equally necessary. Without adequate buy-in and without tailoring the program to those it will serve, any well-intentioned initiative is at risk of collapse. The real challenge is building adequate time and space for this engagement into the process. There have been several lessons learned. Clear definition of mission, roles, responsibilities, resources, and schedule makes communication easier. Once these are defined, the intended outcomes and shared values should be well-socialized. Ongoing, clear communication with stakeholders throughout the process helps maintain momentum, keeping stakeholders up to date with the progress. Similarly, it is useful to anticipate where resistance will come from, internally and externally. Here too, transparent communication is key to moving an initiative forward.

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?

While the City has engaged in some work related to climate and racial wealth equity in the past, Mayor Tim Kelly has brought a unique focus to the ways in which racial and climate issues permeate a range of challenges facing Chattanooga, from affordable housing, to workforce development, to social equity. Chattanooga's economy is transforming, but without deliberate attention to racial equity and climate, growth will leave people behind. Intentional strategies are necessary to steer the momentum of growth. With the support of a dedicated Bloomberg i-team, the City would gain essential staff capacity to help direct its growth towards a more racially equitable and climate-ready future.

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.

Climate: -ICLEI (Developing first municipal government operations-focused and community-based GHG inventory in 15 years) -Cities Forward Academy Initiative -US Green Building Council -Southeast Sustainability Directors Network (founding member) -U.S. Department of Energy (Better Buildings Challenge, Clean Energy for Low Income Communities Accelerator, Better Climate Challenge) Racial Equity: -Southern Cities Economic Inclusion Initiative (National League of Cities, NLC) -Good Jobs Great Cities Academy (NLC); -Government Alliance on Race and Equity

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?

The City of Chattanooga has departments dedicated to both racial equity and to sustainability. Anthony Sammons, the Chief Equity Officer, leads the Department of Equity and Community Engagement. This team is responsible for advancing racial equity across departments, and the Chief Equity Officer reports directly to the Mayor. This office brings an intentional equity lens to City-wide policy creation and implementation. Erik Schmidt, the Director of Sustainability, leads the Office of Sustainability in the Department of City Planning. In coordination with department leadership and the Mayor's Office, the Sustainability office also works across departments to identify opportunities that align with the goals of the Climate Action Plan.

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

The City of Chattanooga has a department of Innovation Delivery and Performance. Within that department, there is an Office of Innovation and an Office of Performance

Management and Open Data. The Directors of the Office of Innovation (Steve Wilson) and Office of Performance Management (Daniel Dufour) lead the citywide data and innovation program.

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=1GBcDU9sn2U1Kjy-d5JwEUDV1MTgDbznW&export=download&display=/148656323_PlanningOrg.Chart.pdf_148656323_PlanningOrg.Chart.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?

The City recently embraced the Equity and Disaggregated Data Standard, expanding its ability to identify, understand, and address racial disparities. A key tenet of this standard is the judicious collection of race and ethnicity data, prioritizing necessity in disparity identification and resolution. The Office of Community Health uses community assessments to gather demographic insights across city zip codes, informing equitable action plans by highlighting health, racial, economic, and environmental disparities. Disaggregated race findings are shared to enhance community stakeholder awareness. For example, the Policing and Racial Equity data dashboard displays police data by race. The dashboard serves to improve transparency and trust, and to identify and address racial disparities in service delivery. In a similar vein, racially disaggregated data guides the Homeless Management Information System to identify inequalities in housing provision. Analogous strategies are embedded in the City's funding contracts concerning early childhood education, economic and workforce development, and social services.

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

Chattanooga is dedicated to becoming a sustainable, zero-carbon, zero-waste city. Essential to measuring progress toward this goal is gathering and analyzing climate data. Already, the City has reduced its energy use intensity by 36% since 2015. Utilizing tools such as the Google Environmental Insights Explorer, the City actively monitors a range of climate data including carbon emissions, building emissions, transportation emissions, energy and carbon consumption, landfill waste, localized air quality, energy generation potential, and the direct carbon emissions from City operations. The Office of Performance Management and Open Data is devoted to analyzing this data and leveraging it to benefit Chattanooga. The City is also expanding its data collection

with the new Climate Action Plan. The Plan calls for a greenhouse gas inventory every two years, along with satellite imagery tree canopy assessments. Climate data is an essential measure of the City's progress and a means to identify opportunities along its journey to net-zero.

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

In order to bring partners on board, directors will begin with outreach and initial engagement to assess a community-based organization's suitability and willingness to partner with the City on an initiative. To move forward with the partnership, agreements and MOU's are drafted by the Directors and/or the CBO and routed to the City Attorney's Office for review (these should not have contractual intent). Upon approval, the documents are sent to the CBO for review and signing, then are returned to the City for Mayor or Chief of Staff signature.

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 three Bloomberg staff members are envisioned to work together as a unit, with each individual embedded in a specific office: City Planning, Equity & Community Engagement, and Economic Development. This approach will grant each member of the i-team deep access to programs and opportunities within their assigned office, while encouraging a city-wide focus on Sustainable & Equitable Development. The collaboration between members of the i-team will facilitate broader interdepartmental collaboration on new initiatives. The i-team would have a standing, monthly meeting with the Chief of Staff, and their assignments would be announced to the entire Mayoral staff to encourage further cross-departmental collaboration with the i-team.



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