

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PORTLAND, OREGON AND JOHNS HOPKINS UNIVERSITY
AGREEMENT NO.: PO - 092016**

This Memorandum of Understanding (MOU), is entered into by and between the City of Portland, having a location at 1221 SW 4th Avenue, Portland, OR 97204 (hereafter referenced as "Portland" or "the City"), for a project designed to accelerate the use of data and evidence to improve the lives of its residents 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 its Center for Government Excellence (hereafter referenced as "GovEx"). The study is funded under prime award sponsored by The Bloomberg Family Foundation, Inc. which established the What Works Cities initiatives (hereafter referenced as "WWC or WWC Team"). This MOU contains the scopes of work for the project, the timeline, and the responsibilities of the various partners that will contribute to its success.

1. Summary of the Work Plan

1.1 Mayor Hales, City commissioners, and senior leadership teams have crafted an ambitious agenda for the City of Portland that includes economic and workforce development, orderly and sustainable growth to accommodate a booming population, improving equity, and broadening access to opportunity. The What Works Cities team, having reviewed Portland's WWC statement of interest and self-assessment, and having conducted an on-site workshop with leadership and staff, have identified two opportunities GovEx can assist the City in advancing the commitments focused on Open Data and Performance & Analytics:

- **Open Data:** In a cross-bureau collaborative initiative, Portland will make municipal data more consumable, readily available, and useful for decision making by developing the policies and processes to initiate and sustain a comprehensive effort to inventory, prioritize, release, and maintain public data, incorporating best practices on data governance into the City's open data program. This program will tightly integrate with the City's performance management process, supplying a common platform for the exchange and analysis of municipal data across bureaus. The parties understand that due to the broad nature of the description of the project, "Open Data" and "municipal data", City information and data may include that information or data subject to legal protection from public disclosure or dissemination due to confidentiality, public records exemptions or legal privilege including but not limited to personal or financial privacy, trade secrets, attorney-client privilege, litigation work product privilege, or other federal or state protection. Consistent with the protections of the law and City policy, municipal data and City information remain the property of the City; Johns Hopkins University, its officers, employees or agents, including those of GovEx, the WWC or WWC Team, shall not be deem owner of municipal data or City information, and will not have the right to disclosure or disseminate municipal data or City information without consent of the City, and subject to clear understanding of privacy, confidentiality, privilege and security concerns as identified by the City Attorney.
- **Performance & Analytics:** Portland will work towards greater equity, opportunity, and livability in the city by building on the Government Accountability, Transparency, and Results (GATR) program, using best practices from across the country to improve the underlying performance management fundamentals, and expanding opportunities for analysis by sourcing data from a shared open data platform.

1.2 All technical assistance described in this MOU and performed by GovEx is provided at no cost to Portland. Additional scopes of work may be added to this MOU at a later date upon the written agreement of the parties.

1.3 To ensure that the time of all parties is used efficiently with respect to the MOU, GovEx will collaborate with the City via phone, video conference, and email, and on-site where appropriate. The City agrees to provide personnel and staff time, as further detailed below, and as determined necessary in consultation with GovEx. The City also agrees to designate a primary point of contact to coordinate between GovEx and the City.

2. Timing

2.1 When this MOU is fully signed, the What Works Cities engagement will begin, as detailed in Sections 3 and 4. The following timeline will allow the City and GovEx to execute this MOU in the most expeditious manner:

Responsible Party	Action	Due Date
GovEx	Draft MOU submitted to Portland	9/2/2016
Portland	Returns legal edits and comments to draft MOU	9/13/2016
GovEx	Delivers final MOU to Portland	9/21/2016
Portland	Signed MOU returned to GovEx	9/28/2016
GovEx	Countersigned MOU sent to Portland	10/4/2016

2.2 During the engagement, the timelines in this Memorandum of Understanding may be modified by either the City or GovEx, with the written consent of the other party.

3. Scope of Work #1: Open Data

3.1 **Goal:** In a cross-bureau collaborative initiative, Portland will make municipal data more consumable, readily available, and useful for decision making by developing the policies and processes to initiate and sustain a comprehensive effort to inventory, prioritize, release, and maintain public data, incorporating best practices on data governance and data portal requirements into the City's open data program. This program will tightly integrate with the City's performance management process, supplying a common platform for the exchange and analysis of municipal data across bureaus.

Outcomes:

- Establish a data governance team that will create open data processes, develop staff resources, and involve bureau decision makers in foundational and guiding decisions for the open data program (including the inventory and publication process, and risk management), ensuring close integration with the City's performance management program.
- Begin a comprehensive inventory of the City's data resources.
- Increase the use of the open data portal by the public and/or City employees.

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

Within 60 days after engagement begins, Portland will:

- Develop a plan for the data governance team, including membership and structure, key outcome indicators, and draft meeting agendas and schedules.

Within 90 days after engagement begins, Portland will:

- Convene an initial open data governance meeting.
- Work closely with the open data governance team in developing documentation, such as a data inventory, publishing process, or a communications plan.
- Begin a data inventory with a select group of partner bureaus to pilot the process and build support more broadly within City government.

Within 120 days after engagement begins, Portland will:

- Select datasets from the inventory which are candidates for public release and prioritize them.
- Improve City staff awareness and use of the open data portal to increase internal analysis capacity.
- Publicly announce open data advancements made during the What Works Cities project, including data inventory and dataset release prioritization list.

3.2 The City, with support from GovEx, is responsible for the success of the open data project. Portland will dedicate the personnel and staff time, determined necessary in consultation with GovEx to execute the activities outlined in this scope of work. Staff will include those project managers, developers, and analysts responsible for overseeing the City's open data program. Success will also require support and participation from agency heads or their designees, municipal data owners, technologists and developers, project managers, and parties responsible for developing management policy on behalf of the Mayor.

3.3 In order to facilitate and execute these activities, GovEx will provide the City with technical assistance, resources, and tools. The City should expect to receive expert, proactive support from the GovEx team. GovEx staff will provide guidance to the City's open data program for the City by offering resources and best practices, as well as help overcoming roadblocks and support from other open data practitioners.

3.4 To plan staff time for this initiative, consider that services may include weekly calls 30 minutes in length, access to 60-minute open data curriculum sessions, and webinars and facilitated meetings as agreed upon by the City and GovEx.

4. Scope of Work #2: Performance & Analytics

4.1 When Portland has completed the activities that are to be finalized within the first 60 days of the open data project, GovEx will begin working with Portland on performance management.

Goal: Portland will build on the GATR program, using best practices from across the country to improve the underlying performance management fundamentals, enhance the City's ability to examine cross-bureau metrics and report on progress, and expanding opportunities for analysis by sourcing data from a shared open data platform.

Outcomes: In order to achieve this goal, GovEx will work with Portland to:

- Strengthen the foundation of performance analytics in the City by strengthening existing strategic goals, metrics, tactics, timelines, and data management practices.
- Enhance the City's ability to use performance management as a Citywide governance tools through targeted improvements on the "key ingredients" for success and creating space for evidence-driven, cross-departmental innovation.

Activities: During the performance management engagement, which will last an estimated 150 days, the City and GovEx will work together on the following range of activities including:

Within 60 days after the performance engagement begins, Portland will:

- Take stock of the existing data and performance environment, including policies, processes, strategic documents, measures, goals, and timelines.
- Examine best practices and ineffective practices from other jurisdictions which are relevant to the City's strategic focus.
- Identify, improve, and create cohesion between the City's planned or existing strategic goals, and Bureau metrics, tactics, and timelines, focusing on improving inter-Bureau communication and collaboration on shared issues.

Within 90 days after the performance engagement begins, Portland will:

- Publish a schedule for future GATR meetings in accordance with City leadership schedules, and hold at least one of those meetings before the end of the engagement.
- Build tools and mechanisms to explain to internal stakeholders how performance management, analysis, and open data practices fit together to aid their work.
- Identify opportunities for City employees to become better internal consumers of open data to inform their work.

Within 150 days after the performance engagement begins, Portland will:

- Enshrine the City's commitment to performance management into legislation, regulation, or policy using examples and templates from other jurisdictions.
- Inventory the existing analytics staff and suite of data management and analytical tools they use, producing a gaps analysis to help the City close those gaps with existing resources.
- Identify a process and mechanism to routinely share and/or publish analysis of key issues and City progress on key priorities (e.g., updates on website, mention in public remarks, updates in monthly newsletter, etc.) to stakeholders.

4.2 The City, with support from GovEx, is responsible for the success of the performance and analytics project. The City will dedicate personnel and staff time, determined necessary in consultation with GovEx, to execute the activities outlined in this scope of work. Staff will include a dedicated performance management coordinator and analysts who can work bring performance management processes to the City's agencies and strategic initiatives. Success in this scope of work will also require the support and participation of directors from certain internal and external agencies. The Mayor's and Commissioners' leadership is critical in ensuring participation of agencies.

4.3 In order to facilitate the completion of these activities, GovEx will provide Portland with technical assistance, resources, and tools. Cities should expect to receive expert, proactive support from GovEx. This could include support for the City in identifying gaps and opportunities to adopt best practices, improving departmental goal setting and metric identification, expanding analytical capacity through

training plans, and drafting strong performance policy language. In addition, GovEx will offer help overcoming roadblocks and connect Portland to other cities engaged in performance management and analytics work.

4.4 To plan staff time for this initiative, consider that services may include weekly calls 30 minutes in length, access to 60-minute performance management curriculum sessions, and webinars and facilitated meetings as agreed upon by the City and GovEx.

5. Confidentiality and Privacy

5.1 Neither party expects to share Confidential Information during the course of the project. "Confidential Information" includes, but is not limited to, any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled, or identified at the time of disclosure as being confidential or equivalent; or information that may be subject to public records exemptions, legal privileges, or other basis for non-disclosure regardless of whether the information is labeled or marked as confidential; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. In the event that Confidential Information is exchanged, the parties agree to protect Confidential Information of one another in a reasonable and appropriate manner, and will use Confidential Information only to perform its obligations under this engagement and for no other purpose, and shall not disseminate information received from the other party (whether that information is Confidential Information or otherwise) in absence of written agreement allowing for dissemination. 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.

5.2 Portland does not expect to provide GovEx with any personally identifiable information during the course of the project. In the event this becomes necessary, GovEx agrees to use any personally identifiable information and data the City provides them only for the purposes of this engagement and as the City directs, and GovEx 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 GovEx is not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

5.3 In the event that either party receives a public records or FOIA request for records that relate to this project or the information or data of the other party, the party receiving such request will provide notice to the other of the request. The owner of the information shall be consulted prior to the request and shall be allowed the opportunity to assert appropriate exemptions to restrict disclosure or dissemination of its information or data.

6. Publicity and Use of Names

6.1 WWC will work together with the City to pursue opportunities that highlight and celebrate the successes of the City and its leaders in the media.

6.2 The City agrees to acknowledge Bloomberg Philanthropies, What Works Cites, 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"). Any Media Release that refers to WWC, GovEx, and/or Bloomberg Philanthropies, and all written acknowledgements shall link to the WWC website (www.whatworkscities.org). The City shall provide copies of all Media Releases to Johns Hopkins University and obtain those parties' consent prior to publication or distribution in any format of any Media Release. Further, to the extent that the City provides Media Releases to WWC, 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 Johns Hopkins University approval shall be forwarded to the individual listed in *Section 10 – Notices*.

7. Intellectual Property

WWC 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 WWC) and provided to WWC, in any media, shall remain the property of the City. To the extent that the City provides any Media Release (and works contained therein) or trademarked or copyrighted works to WWC, 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. WWC has the right to publicly acknowledge and announce, at its sole discretion, any relationship between WWC and the City, including a description of activities undertaken in this MOU and learnings therefrom.

8. Liability and Indemnification

This MOU shall not shift the risk of any party to another party. Each party agrees to be responsible for the negligent and intentional acts of its respective employees, agents, representatives, divisions and affiliates that arise out of or are related to its actions, omissions, or the performance of the services under this agreement. This indemnity shall not apply to the extent a claim arises out of gross negligence or willful misconduct, as finally adjudicated by a finder of fact.

9. Termination of MOU

Adherence by the City to timelines and deliverables is critical to the What Works Cities initiative. If either party is unable to comply with the timeline in this MOU or is unable to produce the deliverables described herein, before termination may be effective, the terminating party must provide a thirty – (30) days prior written notification to the other party, the MOU may be terminated effective immediately upon written notice served to the other party. The parties will, at the disclosing party's request and upon termination of this MOU, use all reasonable efforts to return to the other party or destroy all documents and materials in tangible form, and permanently erase all data in electronic form, containing any Confidential Information.

10. 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 in writing and shall be sent by US mail or email as to the following contact individuals:

City of Portland**Technical Representative:**

Shannon Carney
Performance Management Analyst
1221 SW 4th Avenue
Portland, OR 97204
Ph.: 503-823-6807
Email: Shannon.Carney@portlandoregon.gov

Contractual Representative:

Jane Marie Ford
Assistant Financial Analyst
1221 SW 4th Avenue
Portland, OR 97204
Ph.: 503-823-6918
Email: JaneMarie.Ford@portlandoregon.gov

Legal Representative:

Linda Law
Deputy City Attorney
1221 SW 4th Avenue
Portland, OR 97204
Ph. 503-823-4047
Email: Linda.Law@portlandoregon.gov

Johns Hopkins University**Technical Representative:**

Kathryn Edin
21st Century Cities Initiative
Abel Wolman
Johns Hopkins University
3400 N. Charles Street
Baltimore, MD 21218-2685
Ph.: 410-516-7626
Email: Kathy_edin@jhu.edu

Contractual Representative:

Joan Warfield
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: jfw@jhu.edu

11. 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.

12. 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.

13. Assignments

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

14. Counterparts

This MOU contains the entire agreement between the parties and no statements, promises, or inducements made by any party or agent of any party that are not contained in this written MOU shall be valid or binding; and this MOU may not be enlarged, modified, or altered except in writing, signed by the parties. This may be carried out by electronic means, including the use of electronic signatures.

[SIGNATURE PAGE TO FOLLOW]

15. Signatures

The City of Portland 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 PORTLAND

Signature Date

Print Name: Andrew Scott
Title: Director, City Budget Office

JOHNS HOPKINS UNIVERSITY

Signature Date

Print Name: John P. Toscano
Title: Vice Dean for Natural Sciences

APPENDIX A

Staff Bios

Johns Hopkins University Center for Government Excellence

Beth Blauer, Executive Director

A well-known proponent of open government, data transparency, and utilization, Beth Blauer is a true visionary and the nation's leading expert in implementing government "stat" programs. She has helped to design and bring Socrata's GovStat platform to all levels of federal, state, and local governments as well as non-profit organizations and international NGOs. She is also renowned for her leadership of Maryland's innovative performance management program, StateStat.

Matt Pazoless, Senior Implementation Advisor

A committed data activist, Matt has helped national unions, political organizations, and nonprofits enlist the strength of their spreadsheets to connect with communities on a deeper level. He started working with civic data while at the Delaware House of Representatives, serving as the GIS and data manager during the reapportionment 2010 process. Since then, Matt has worked to bring robust data and analytics programs to governments as well as advocacy and political campaigns at all levels, connecting information from a variety of sources to glean actionable strategic insights for leaders and front-line volunteers alike.