

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MILWAUKEE, WI
AND RESULTS FOR AMERICA AND JOHNS HOPKINS UNIVERSITY,
AND THE SUNLIGHT FOUNDATION**

This Memorandum of Understanding (MOU), is entered into by and between the City of Milwaukee, WI (“Milwaukee” or “the City”), having a location at 200 E Wells Street, Milwaukee, WI 53202 for a project designed to accelerate the use of data and evidence to improve the lives of its residents, and the What Works Cities Team (“WWC Team”) which is comprised of Results for America (RFA), having a location at 21 W 46th Street, New York, NY 10036; Johns Hopkins University Center for Government Excellence (GovEx), having a location of 3400 N. Charles Street, Baltimore, MD 21218; and The Sunlight Foundation (“Sunlight Foundation”) having a location at 1818 N St. NW, Washington, DC 20036. The study is funded under prime award sponsored by The Bloomberg Family Foundation, Inc. which established the What Works Cities (“WWC”) initiatives. This MOU contains the scope 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 Barrett and the senior leadership team of the City of Milwaukee have crafted an ambitious agenda for Milwaukee that includes focusing on the strategic priorities – such as, neighborhood revitalization and community development, economic development, and housing – identified in Strong Neighborhoods Program. The WWC Team, having reviewed Milwaukee’s statement of interest and self-assessment, and having conducted an on-site workshop with Mayor Barrett and his staff, has identified two opportunities for which WWC can assist Milwaukee in advancing its goals:

- **Open Data (Partners: GovEx, Sunlight):** Milwaukee will strengthen and elevate its open data practices and governance by codifying and standardizing processes and policies to inventory, prioritize and release data for cross-departmental and public consumption.
- **Performance Management and Analytics (Partner: GovEx):** Milwaukee will advance its ability to deliver results for its residents by strengthening its Accountability in Management (AIM) framework. This will include analyzing and refreshing AIM structures and processes, assessing staff analytic capacity, and realigning AIM metrics with Milwaukee’s strategic priorities.

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

2. Working Together

2.1 WWC consists of world-class practitioners and experts who will work with participating cities to deepen their use of data and evidence to improve residents' lives. Milwaukee's performance management and open data implementation will be supported by the Center for Government Excellence at Johns Hopkins University (GovEx) and the Sunlight Foundation (Sunlight). In addition, Milwaukee's liaison from Results for America, Zachary Markovits, will ensure that Milwaukee receives clear communication from the WWC Team and that the City has access to the WWC learning network. This network includes opportunities to share experiences and learn from and with city government peers.

2.2 To ensure that the time of all parties is used efficiently with respect to the MOU, the WWC Team will collaborate with Milwaukee via phone, video conference, and email. Milwaukee agrees to provide personnel and staff time, as further detailed on page 3 and page 5, and as determined necessary in consultation with RFA, GovEx, and Sunlight. Milwaukee also agrees to designate a primary point of contact to provide partnership coordination on behalf of the City.

3. What Works Cities Partner Descriptions

3.1 Johns Hopkins University's Center for Government Excellence (GovEx) helps governments build capacity for decision making that is rooted in evidence, transparent accountability, and citizen engagement. The center is part of the University's 21st Century Cities Initiative, a cross-disciplinary research effort for urban study and change. The center educates governments about best practices for the collection, measurement, and analysis of data, helping them to better assess job functions, improve service delivery, decrease waste, and engender public trust.

3.2 Results for America is a national nonprofit that strives to improve outcomes for young people, their families, and communities by shifting public resources toward practices, policies, and programs that use evidence and data to improve quality and get better results. Beyond scaling individual programs, Results for America seeks to drive broader systems-change so that "investing in what works" becomes the new norm for allocating public dollars. As the campaign managers behind What Works Cities, Results for America will ensure a world-class experience for all What Works cities and advance a nationwide dialogue on the need to invest in what works.

3.3 The Sunlight Foundation is a national, nonpartisan, nonprofit organization that uses the tools of civic tech, open data, policy analysis, and journalism to make government and politics more accountable and transparent to all. Sunlight's vision is to use technology to enable more complete,

equitable, and effective democratic participation. The Sunlight Foundation actively monitors and supports existing open data initiatives, provides research, supports best practices, and offers support for new policy development. And, while Sunlight’s work began in 2006 with a focus on the U.S. Congress, its open government work now takes place at the local, state, federal, and international levels.

4 Individual staff biographies are in the Appendix.

4.1 Next Steps

The next steps are to finalize work plans and execute this MOU. The due dates for these next steps are shown in the chart below:

Organization	Action	Due Date
What Works Cities	Delivers draft Work Plans to Milwaukee	11/24/2015
Milwaukee	Returns edits and comments to draft Work Plans	12/11/2015
What Works Cities	Delivers final Work Plans to Milwaukee	12/18/2015
Milwaukee	Returns signed MOU to What Works Cities Partners	1/20/2015
What Works Cities	Returns countersigned MOU to Milwaukee	1/25/2015

4.2 After these steps are complete, the engagement will begin. The scope of work for the Open Data and the Performance Management engagements are as follows:

5 Scope of Work #1: Open Data

5.1 **Partners:** City of Milwaukee, Johns Hopkins Center for Government Excellence (GovEx), the Sunlight Foundation (Sunlight)

Goal: Milwaukee will strengthen and elevate its open data practices and governance by codifying and standardizing processes and policies to inventory, prioritize and release data for cross-departmental and public consumption.

Outcomes: In order to achieve this goal, GovEx and Sunlight will help Milwaukee:

- Establish a data governance team and structure so that department heads and the IT department are involved in identifying ways to prioritize and publish data;
- Develop a formal, comprehensive open data policy while codifying collection and liberation processes; and
- Make data available to the public in a more useful and responsive way.

Activities: Starting within fourteen days after this agreement is signed and concluding approximately 120 days thereafter, Milwaukee will work with GovEx and Sunlight on a range of activities that will institute practices and a culture of open data, including:

Within 60 days after engagement begins, Milwaukee will:

- **Create a draft open data policy** using model language and example policies from other cities as guidance;
- **Introduce and validate the concept of open data** to relevant internal stakeholders;
- **Create an opportunity to publicly state Milwaukee’s commitment** to meeting strategic goals through open data, potentially at the State of the City address; and
- **Develop a draft data governance plan**, building off the City Information Management Committee, to guide the open data work, including establishing the committee’s purpose, governance and membership; key outcome indicators; and meeting agendas and schedules.

Within 90 days after engagement begins, Milwaukee will:

- **Convene the initial data governance committee meeting and engage the governance committee** in key foundational decisions designed to ensure that Milwaukee’s open data practices are sustainable, including a process for prioritizing datasets for release;
- **Create an initial inventory of select City datasets;** and
- **Establish a plan to share open data updates and outcomes** with the public.

Within 120 days after engagement begins, Milwaukee will:

- **Prioritize datasets internally based on performance indicators;** and
- **Begin incorporating external stakeholders and the public** at large in the open data process.

5.2 Milwaukee, with support from the Center for Government Excellence and the Sunlight Foundation, is responsible for the success of the Open Data project. Milwaukee will dedicate the personnel and staff time, determined necessary in consultation with GovEx and Sunlight, to execute the activities outlined in this scope of work. Staff will include those project managers, developers, and analysts responsible for overseeing the Milwaukee’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.

5.3 In order to facilitate and execute these activities, GovEx and Sunlight will provide Milwaukee with technical assistance, resources, and tools. Milwaukee should expect to receive expert, proactive support from the GovEx and Sunlight teams. Sunlight staff will provide guidance with drafting

executive orders and legislation by providing sample and model language, as well as offering resources and best practices. In addition, the GovEx will offer coaching on implementation roadblocks and support connections with other open data practitioners.

5.4 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 Milwaukee, GovEx, and Sunlight.

6 Scope of Work #2: Performance Management and Analytics

6.1 When Milwaukee has completed the activities that are to be finalized within the first 60 days of the Open Data project, GovEx will begin working with Milwaukee on Performance Management and Analytics.

Partners: City of Milwaukee and Johns Hopkins Center for Government Excellence (GovEx)

Goal: Milwaukee will advance its ability to deliver results for its residents by strengthening its Accountability in Management (AIM) framework. This will include analyzing and refreshing AIM structures and processes, assessing staff analytic capacity, and realigning AIM metrics with Milwaukee's strategic priorities.

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

- Clarify Milwaukee's key strategic goals and targets;
- Refine the Accountability in Management framework so that the performance management system allows the City to track its progress toward mayoral strategic goals and improve departmental outcomes more effectively; and
- Communicate with employees and residents on how Milwaukee is using data and evidence to make decisions and ultimately improve lives.

Activities: During the performance management & analytics engagement, which will last an estimated 90 days, Milwaukee and GovEx will work together on the following range of activities that will create a sustainable performance management system.

Within 30 days after engagement begins, Milwaukee will:

- **Publicly state Milwaukee's commitment** to meeting strategic goals through performance management & analytics; and
- **Connect with key stakeholders to discuss needed adjustments** to the Accountability in Management framework.

Within 60 days after engagement begins, Milwaukee will:

- **Identify key departments** for inclusion in the refresh of the performance framework;
- **Engage internal stakeholders** in a discussion of goals, metrics, and timelines to achieve Milwaukee's strategic priorities;
- **Conduct an assessment** of staff capabilities with analytics & data science practices, and
- **Identify Milwaukee staff to collect and analyze datasets** and develop analytic capabilities.

Within 90 days after engagement begins, Milwaukee will:

- **Schedule Milwaukee's performance management meeting** using the refined AIM model, including a structure and processes for follow up items; and
- **Establish a method to routinely publish Milwaukee's progress**, especially to improve public engagement.

6.2 Milwaukee, with support from the Center for Government Excellence, is responsible for the success of the Performance Management & Analytics project. Milwaukee 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 coordinator and analysts who can work to continue to improve upon performance management and analytics processes for Milwaukee'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 and, in some cases, City Council and Mayor sponsorship and collaboration.

6.3 Milwaukee should expect to receive expert, proactive support from GovEx. This could include support for the city in identifying strategic priorities and developing Key Priority Indicators, metrics, and timelines; finding development opportunities for performance management team members; establishing a schedule, format, and materials for city performance management meetings; gathering baseline performance data; enhancing analytic capacity; engaging department heads, managers and staff in governing with data; and internal and external communications. In addition, GovEx will offer coaching on implementation roadblocks and leverage collaborative learning environments similarly situated cities and the broader universe of cities that are engaged in performance management work.

6.4 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 Milwaukee and GovEx.

7 Confidentiality and Privacy

7.1 All parties to this MOU will agree to protect clearly marked Confidential Information of one another in a reasonable and appropriate manner, and will use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information

which is publicly known, already known to the recipient, lawfully disclosed by a third party, independently developed, disclosed pursuant to legal requirement or order, and items that are subject to public records access laws. Both Parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this MOU are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* The WWC Team members acknowledge that they are obligated to assist the City in retaining and producing records produced or collected under this MOU that are subject to § 19.36(3) of the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this MOU. Except as otherwise authorized, those records shall be maintained for a period of seven years after completion of work under this MOU.

7.2 WWC Team 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. Milwaukee agrees to take necessary actions to ensure that the City complies with applicable laws relating to privacy and/or data protection, and acknowledges that WWC Team members are not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

8 Publicity and Use of Names

8.1 WWC will work together with the City to pursue opportunities that highlight and celebrate the successes of Milwaukee and its city leaders in the media. RFA will lead this coordinated media effort along with those in the City's communications office.

8.2 The City agrees to acknowledge Bloomberg Philanthropies, WWC, and the associated partners 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, RFA, GovEx, Sunlight, 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 RFA and the relevant WWC partner 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 list under the section entitled "Notices."

9 Intellectual Property

WWC Team 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 or WWC Team, 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 or WWC Team, 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.

10 Liability , Indemnification and Choice of Law

The City of Milwaukee agrees to indemnify and hold harmless the WWC Team, personnel, agents, and contractors against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against the WWC Team by a third party, related to the project, resulting from the negligence of the City as finally adjudicated by a finder of fact.

In case any action in court or proceeding before an administrative agency is brought against the City or any of its officers, agents, employees, subcontractors or partners for the failure or neglect of the WWC Team in whole or in part to perform any of the covenants, acts, matters, or things by this MOU undertaken, or for injury or damage caused by the alleged negligence of the WWC Team, their officers, agents, or employees, the WWC Team shall indemnify and hold harmless the City and its officers, agents, and employees from all losses, reasonable attorneys fees, defense costs, damages, costs, expenses, judgments, or decrees arising out of such action.

11 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.

12 Conflict of Interest

No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this MOU pertains, shall have any personal interest, direct or indirect, in this MOU. No member of the governing body of the City and no other public official the City who exercises any functions or responsibilities in the review or approval of the carrying out of this MOU shall have any personal interest, direct or indirect, in this MOU.

13 Non-Discrimination

WWC Team agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories.

No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this MOU. The City and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

The WWC Team agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

The WWC Team will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12 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 U.S. mail or email as to the following contact individuals:

City of Milwaukee

Technical Representative:

Nancy Olson
City of Milwaukee
809 N. Broadway, Rm 400
Milwaukee, WI 53202
(414) 286-8710
Nancy.Olson@milwaukee.gov

Contractual Representative:

Andrea J. Fowler
Assistant City Attorney
City Hall, Room 800
Milwaukee, WI 53202
(414) 286-5563
afowle@milwaukee.gov

Results for America

Liaison Representative:

Zachary Markovits, Director of City Programs
Results for America
21 W 46th Street, 9th Floor
New York, NY 10036
Ph: 212-939-6700
Email: zach@results4america.org

Contractual Representative:

Michele Jolin, CEO
Results for America
21 W 46th Street, 9th Floor
New York, NY 10036
Ph: 212-939-6700
Email: michele@results4america.org

The Sunlight Foundation

Technical Representative:

Stephen Larrick, Open Data Project Lead
Sunlight Foundation
1818 N St. NW, Suite 300
Washington, DC 20036
(202) 742-1520
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Contractual Representative:

John Wonderlich, Policy Director
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1818 N St. NW, Suite 300
Washington, DC 20036
(202) 742-1520
jwonderlich@sunlightfoundation.com

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
Business and Research Administration (BARA)
600 N Wyman Park Building – Office
Office of the Dean
Johns Hopkins University
3400 N. Charles Street
Baltimore, MD 21218-2685
Ph.: 410-516-6126
Email: jfw@jhu.edu

13 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.

14 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.

15 Assignments

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

16 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.

SIGNATURE PAGE TO FOLLOW

APPENDIX

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.

Katherine Klosek, Senior Analyst

A Baltimore native, Katherine Klosek began her career with Governor O'Malley's StateStat office advancing progress toward policy goals in the areas of health and economic opportunity. Katherine spent the following three years using data to drive strategy as Director of the Baltimore Partnership to End Childhood Hunger, before joining the Center. Katherine holds a Master of Public Policy from Johns Hopkins University and a Certificate of Public Health from the Bloomberg School of Public Health.

Lena Geraghty, Analyst

A native Upstate New Yorker, Lena has once again moved across country for a job she's passionate about. Before coming to the Center, she worked for three years as a legal associate for a San Francisco Bay Area wage-and-hour class action law firm representing employees. Additionally, she has completed her Master of Public Administration degree from UNC Chapel Hill with a focus on local government and performance management. She is pleased to have had the opportunity to work with governmental organizations all over the country.

Sunlight Foundation

Stephen Larrick, Open Data Project Lead

Stephen Larrick is Open Data Project Lead for the Sunlight Foundation, where he works as part of the policy team to promote transparency and open government at the local level. His current efforts focus on facilitating the adoption of meaningful and sustainable open data policies in mid-sized American cities participating in the What Works Cities initiative.

Prior to joining Sunlight, Larrick was Director of Planning and Economic Development for the City of Central Falls, Rhode Island during a time of extreme fiscal crisis. In addition to his duties as city planner, he worked closely with two state-appointed receivers and one mayor to rethink local government service delivery with a heavy emphasis on open and inclusive governance. Larrick received his Bachelor's of Arts in Urban Studies and Political Philosophy from Brown University.

Alyssa Doom, Policy Analyst

Alyssa works as a Policy Analyst for the Sunlight Foundation, helping to advance open data on the local level. In this role, she conducts research and creates resources related to Sunlight's state and local policy priorities, provides feedback on state and local open data initiatives, and represents the organization at local and national meetings related to Sunlight's work.

Alyssa previously served as the Investigator and Outreach Coordinator for the Government Accountability Project's Food Integrity Campaign, where spearheaded investigations into dangerous and dishonest practices exposed by food industry whistleblowers, educated the public about the organization's services, and built coalitions with like-minded organizations.

Alyssa earned her Bachelor's degree in social welfare at the University of Wisconsin-Madison and her Master's in criminology at Portland State University. While at PSU, she worked as an organizer at consumer advocacy non-profit Food & Water Watch.

Results for America

Zachary Markovits, Director of City Programs

Zachary Markovits is the Director of City Programs for the What Works Cities initiative. He previously served as the Manager of Election Initiatives at The Pew Charitable Trusts where he led Pew's elections performance portfolio by working with states, counties, and municipalities to use data to drive better decision-making and policy. He also led the Voting Information Project, which is an open government project partnering Google, the states, and municipalities across the U.S. to ensure that all Americans have the ability to find official voting information wherever they look. Previously, Zach worked for the University of California's Survey Research Center and served as a community organizer in the south side of Providence, Rhode Island. He holds a bachelor's degree in political science from Brown University and a master's degree in public policy from the Goldman School of Public Policy at the University of California, Berkeley.

Sharman Stein, Communications Director

Sharman Stein, Director of Communications for the Bloomberg Philanthropies What Works Cities initiative, is an experienced communications professional and former journalist. She will be coordinating external communications for Results for America to drive city participation and highlight the ongoing work and achievements of WWC partner organizations with Mayors and City leaders

across the United States. Sharman most recently headed communications at SCO Family of Services, one of New York's largest and oldest human service nonprofits. She previously worked as Communications Director and as Deputy Commissioner for Public Information for The NYC Administration for Children's Services and the New York City Department of Correction. In her previous work as a journalist, she worked as a reporter covering metropolitan news, including investigations, education, criminal justice and social welfare at newspapers including The Chicago Tribune, New York Newsday and The Orlando Sentinel.

Molly Daniell, City Programs Associate

Molly Daniell is an associate for the What Works Cities initiative. Previously, she worked as a labor law researcher for Verité, a supply chain verification and labor standards auditing firm. In this role, she supported the shrimp and anchovy portfolios in Thailand and Malaysia exposing unknown instances of forced, coerced, or child labor conditions. Molly began her career at the National Priorities Project where she worked on communications, data analytics, and publications designed to demystify the federal budget process and increase transparency. She is also the co-founder of CleanTap, a social enterprise dedicated to the principles of human-centered design to provide portable, hands-free, and affordable hand washing infrastructure in Mumbai, India. Molly holds a bachelor's degree in economics from Smith College and a master's degree in public administration from Columbia University School of International and Public Affairs.