

**Memorandum of Understanding
between
The City of Glendale, AZ
and
Harvard Kennedy School Government Performance Lab at Harvard University**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Glendale, AZ having a location at 5850 West Glendale Avenue, Glendale, Arizona 85301 (hereafter "Glendale" or "the City"), and the Harvard Kennedy School Government Performance Lab at Harvard University ("Government Performance Lab" or "GPL"). The study is funded under prime award sponsored by The Bloomberg Family Foundation, Inc. ("Bloomberg Philanthropies") which established the "What Works Cities" initiatives ("WWC"). All technical assistance described in this MOU and performed by the Government Performance Lab is provided at no cost to Glendale. This MOU contains the scope of work for the project, the timeline, and the responsibilities of the Government Performance Lab and Glendale.

Overview of the Government Performance Lab

The Government Performance Lab conducts research on how governments can improve the results they achieve for their citizens. An important part of this research model involves providing pro bono technical assistance to state and local governments. Through this hands-on involvement, the Government Performance Lab gains insights into the barriers that governments face and the solutions that can overcome these barriers. These insights are ultimately published in academic papers and policy briefs. As part of What Works Cities, the Government Performance Lab will support cities in improving the results they achieve with their contracted dollars.

Individual staff biographies are in the Appendix.

Scope of Work: Results-Driven Contracting

Goals:

- 1) Glendale will use its commercially reasonable efforts to adopt results-driven contracting strategies and other procurement best practices in a procurement for qualified operator(s) for three of its five after-school recreation centers; and
- 2) Glendale will use its commercially reasonable efforts to adopt open contracting data strategies to publicly release information about past procurements

1. AFTER-SCHOOL RECREATION CENTERS

Outcomes: The GPL will work with Glendale to adopt results-driven contracting strategies, which may include:

- Identifying metrics to better understand outcomes for youth that attend and service providers that operate recreation centers;
- Incorporating these metrics into a procurement for new operator(s), and performance and contract management.

Activities: Starting on the day after this agreement has been signed and concluding approximately four months thereafter, the GPL will work with Glendale on the following activities:

Within 30 days after the engagement begins, Glendale and the GPL will:

- Participate in site visit(s) to recreation centers;
- Conduct research on best practices, including a) how other jurisdictions monitor their after-school services, b) what national standards or programs have the strongest evidence base, and c) how to troubleshoot challenges;
- Examine best practices related to initial length of contract terms for purchasing contracts; and
- Engage with key stakeholders – potentially including current recreation center operators, youth, parents, educators, or local businesses – to receive feedback on recommendations and guidance on implementation.

Within 60 days after the engagement begins, Glendale and the GPL will:

- Produce preliminary recommendations for outcome metrics and other results-driven contracting strategies; and
- Iterate with city officials and other key stakeholders to build consensus on final recommendations that will be included in an RFP for qualified operator(s).

Within 120 days after the engagement begins, Glendale and the GPL will:

- Assist Glendale with writing an RFP for qualified operator(s) for three of its five after-school recreation centers.

2. OPEN CONTRACTING DATA

Outcomes: The GPL and Sunlight Foundation (SF) will work with Glendale to adopt open contracting data strategies, which may lead to:

- Publishing selected procurement and contracting data about past contract awards, including performance; and
- Streamlining processes and implementing best practices that could increase the number and quality of responsive bidders.

Activities: Starting on the day after this agreement has been signed and concluding approximately four months thereafter, the GPL and SF will work with Glendale on the following activities:

Within 60 days after the engagement begins, Glendale, SF, and the GPL will:

- Participate in site visit(s) to City of Glendale offices;
- Review current contracting practices, policies, and procedures and compare to best practices to identify information holdings and opportunities for proactive release of information to advance city procurement objectives;
- Explore opportunity to focus open contracting support – including examining data related to past procurements terms – on a specific procurement area;
- Identify key stakeholders relevant to advancing city's procurement objectives, including those outside city hall who may benefit from using procurement information; and
- Design and draft stakeholder outreach materials, including survey materials.

Within 90 days after the engagement begins, Glendale, SF, and the GPL will:

- Engage with key stakeholders to refine and explore opportunities for open contracting to advance city contracting objectives;
- Build buy-in for open contracting practices among Glendale city staff;

- Identify mechanisms to communicate open contracting practices and data to the public and Council ; and
- Make initial recommendations for impactful open contracting data based on best practices and stakeholder feedback.

Within 120 days after the engagement begins, Glendale, SF, and the GPL will:

- Model and implement at least one short-term recommendation to pilot the open contracting initiative; and
- Evaluate initial successes and shortcomings and finalize open contracting recommendations.

Responsibilities: Glendale is responsible for the success of the results-driven contracting project. The City will designate a primary point of contact for this scope of work and will dedicate the personnel and staff time necessary to execute the activities outlined in this scope of work. The Government Performance Lab agrees to provide Glendale with a Fellow to support the project through conceptualization, design, and implementation and to provide technical assistance. The City lead will provide guidance with respect to the Fellow's responsibilities and objectives. The City lead and the Government Performance Lab Assistant Director will confer regularly on the Fellow's responsibilities and objectives.

General Terms

Confidential Information

In order to provide support to the City as described in this Work Plan, individuals from the GPL may need to participate in internal discussions among City employees, and view non-public internal City documents and written communications pertaining to the GPL's services (such discussions, internal City documents and written communications, when clearly marked or designated as confidential, being hereinafter collectively referred to as the "Confidential Information"). The GPL will protect Confidential Information to prevent unauthorized disclosure or publication of the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the GPL uses to protect its own confidential information of a like nature.

Non-Disclosure of Confidential Information. Except as provided in the "Other Disclosure Provisions" paragraph below, the GPL shall agree to (i) hold the Confidential Information in confidence, and (ii) not at any time divulge, disclose, or communicate the Confidential Information to anyone other than City employees except as authorized by the City, or use the Confidential Information for any purpose other than in connection with the GPL's services under this Work Plan.

Other Disclosure Provisions. The "Non-Disclosure of Confidential Information" paragraph above does not apply to the GPL with respect to Confidential Information that (a) was in the GPL's possession before the effective date of this Work Plan; (b) is or becomes a matter of public knowledge or publicly available through no fault of the GPL; or (c) is disclosed by the GPL with the prior written approval of a duly authorized representative of the City. In addition, the GPL may disclose Confidential Information if such information is required to be disclosed by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the GPL notifies the City prior to any such required disclosure.

No Authority

Any person from or agent of the GPL providing services under this MOU will have no authority to negotiate any agreements for the City, to incur any obligations or expenses on behalf of the City, or to act in any other manner on behalf of the City or in its name. Such person from or agent of the GPL will not provide, and are not engaged or authorized by the City to provide, legal advice or services, notwithstanding that one or more may be trained as lawyers.

Limitation of Liability

The City acknowledges that performance of the GPL's work described in the Work Plan will involve the expression of professional ideas, judgments and opinions by the GPL, and that it is in the City's interest to have such ideas, judgments and opinions expressed frankly, without concern on the part of the GPL that such ideas, judgments and opinions will be deemed representations, warranties or covenants upon which the City may claim reliance. The City further acknowledges that the GPL's initiatives may use relatively new, little-used and little-studied tools. Accordingly, the City understands and agrees that the GPL does not hereby, and will not hereafter, warrant or make any representations concerning the accuracy of ideas, judgments, opinions, projections, analyses or estimates which any person from or agent of the GPL provides to the City (collectively, "Work Product"). The City further agrees that (i) any decision the City may make to rely on any Work Product shall be at its own risk; and (ii) neither the GPL nor any person from or agent of the GPL shall be liable to the City for, and the City shall not make any claim against any such person or agent or the GPL relating to, any claims, liabilities, losses, damages, costs or expenses of any kind which the City may at any time sustain or incur in connection with or arising out of any Work Product or the City's reliance thereon or use thereof, other than claims, liabilities, losses, damages, costs and expenses resulting from the gross negligence or intentional misconduct of any such person or agent of the GPL. Without limiting the foregoing, in no event shall the GPL or any person from or agent of the GPL be liable for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to the Work Product or any other GPL services, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

Intellectual Property and Publication Rights

Created Materials. The term Intellectual Property as used herein comprises works subject to copyright and inventions, whether or not patentable, including materials, notes, designs, technical data, research, reports, documentation, and other information related thereto.

With reference to the GPL's services under this Work Plan, the City shall retain ownership of all relevant Intellectual Property developed and/or purchased by the City or on the City's behalf prior to the adoption of the Work Plan and of all relevant Intellectual Property developed and/or purchased on the City's behalf without the active participation of the GPL under the Work Plan.

The GPL shall be the sole and exclusive owner of all rights, title, and interest in and to the Intellectual Property made, provided or created by or on behalf of the GPL under this Work Plan ("Created Materials") and any modifications to the Created Materials, including all intellectual property rights associated therewith (including without limitation any inventions, creations, and improvements whether or not patentable or copyrightable, conceived or made in connection with the performance of obligations hereunder), whether alone or with any contribution from the City or its personnel. To the extent the City

or its personnel may acquire any right or interest therein by operation of law, the City hereby irrevocably assigns all such right and interest exclusively to the GPL.

The GPL hereby grants to the City a fully paid, royalty-free, non-exclusive, worldwide, irrevocable, perpetual, assignable license to use, reproduce, distribute, modify, transmit, and sublicense that GPL's Created Materials in any media now known or hereafter developed.

Publication Rights. In addition to providing assistance and support to the City, a main purpose of this project for the GPL is as an opportunity to research, study and learn more about, and make publicly known lessons about the design and implementation of similar initiatives to improve government service delivery. Accordingly, the GPL and any person from the GPL who works on the project shall have the right to use, publish, and present publicly any findings and data based on or derived from Created Materials or work performed under this Work Plan; provided that no Confidential Information (as defined above) shall be disclosed in such publications or presentations. The GPL shall provide the City with an opportunity to review any such materials at least 30 days prior to submission for publication or presentation for the purpose of identifying any Confidential Information that is contained therein and should be removed; the City shall perform such review within 30 days of receipt. Publications and presentations by the GPL of general conclusions about the GPL's initiatives drawn from work with multiple jurisdictions and publications or presentations that summarize publicly available information about the City's initiatives do not have to be submitted for review.

Other 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 as described below (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.

Publicity and Use of Names

Except as provided in this Work Plan, neither the City nor the GPL may issue a press release or other public announcement about the GPL's services under this Work Plan, nor may either use any name, trademark or insignia of the other party (or of any school, department or unit of the other party) for promotional purposes or any other purposes in connection with the Work Plan, without the prior written approval of the other party. However, the GPL may state on its website that it is assisting the City.

The City agrees to acknowledge Bloomberg Philanthropies, WWC and the Government Performance Lab in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to this Work Plan (together, "Media Releases"). Any Media Release that refers to WWC, Results for America ("RFA"), Government Performance Lab, 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 Government Performance Lab 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.

Conflict of Interest

The GPL will not, at any time during the term of the Work Plan, provide services to vendors or service providers in direct connection with the implementation by the City of the GPL's initiative or recommendations. The GPL may at any time work with and advise other states, counties, and/or municipalities that are undertaking similar projects, including other jurisdictions that may be applying for the same federal grants that the City may be applying for. The GPL may also advise the U.S. federal government and governments in other countries on strategies to advance similar innovation activities.

Termination

Adherence by the City to timelines and deliverables is critical to the What Works Cities initiative. If either the City or the GPL is unable to comply with the relevant timeline in this Work Plan 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 of its intent to terminate, and the GPL's project may be terminated effective immediately upon expiration of that 30-day period unless the default is cured.

In addition to termination as provided above, either the City or the GPL may terminate the GPL's services upon 30 days' written notice to the other.

The provisions of the following sections—Confidential Information, Limitation of Liability, Intellectual Property and Publication Rights, and Publicity and Use of Names—shall survive expiration or termination of this Work Plan or any project hereunder.

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 to the following contact individuals:

City of Glendale, AZ

Technical Representative:

Jean Moreno
Executive Officer, Strategic Initiatives & Special Proj.
5850 W. Glendale Ave, Ste 431
Glendale, AZ 85301
Ph: 623-930-2973
Email: jmoreno@glendaleaz.com

Contractual Representative:

Kevin Phelps
City Manager
5850 W. Glendale Ave, Ste 431
Glendale, AZ 85301
Ph: 623-930-2870
Email: citymanager@glendaleaz.com

Harvard Kennedy School Government Performance Lab

Technical Representative:

Professor Jeffrey Liebman
Director, Government Performance Lab
Harvard Kennedy School
79 JFK Street
Cambridge, MA 02138
Ph: 617-495-8518
Email: jeffrey_liebman@harvard.edu

Contractual Representative:

Matthew Alper
Associate Dean for Research
Harvard Kennedy School
79 JFK Street
Cambridge, MA 02138
Ph: 617-496-8813
Email: matthew_alper@harvard.edu

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.

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.

Assignments

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

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.

Effective Date

This MOU shall be effective on the date that it has been signed by both Parties.

SIGNATURE PAGE TO FOLLOW

Signatures

The City of Glendale, AZ and the Government Performance Lab agree 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 GLENDALE, an Arizona municipal corporation

Kevin R. Phelps, City Manager

Date: _____

ATTEST:

Julie Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

President and Fellows of Harvard College acting
through the Taubman Center for State and Local
Government at the Harvard Kennedy School

 5.30.17

Signature Date

Print Name: Matthew Alper
Title: Associate Dean for Research Policy
and Administration

APPENDIX - Staff Bios

Harvard Kennedy School Government Performance Lab

Jeffrey Liebman, Director of Government Performance Lab

Jeffrey Liebman is the Malcolm Wiener Professor of Public Policy at the Harvard Kennedy School and director of the Government Performance Lab. Liebman teaches courses in public sector economics and American economic policy. In his research, he studies tax and budget policy, social insurance, poverty, income inequality, public sector management, and social innovation. Over the past four years, his Government Performance Lab has provided pro bono technical assistance to twenty state and local governments. He also directs the Kennedy School's Taubman Center for State and Local Government and Rappaport Institute for Greater Boston. During the first two years of the Obama Administration, Liebman worked at OMB, first as Executive Associate Director and Chief Economist and then as Acting Deputy Director. From 1998 to 1999, Liebman served as Special Assistant to the President for economic policy and coordinated the Clinton Administration's Social Security reform technical working group. Liebman received his BA from Yale University and his MA and PhD in economics from Harvard.

Gregory Wass, Senior Advisor

Greg Wass is a Senior Advisor to the Harvard Kennedy School Government Performance Lab. Greg was formerly Senior Advisor and Chief Information Officer in the Office of the Illinois Governor, and has served in executive positions for Cook County, Illinois, the City of Chicago and the City of Alexandria, Virginia. He was the state lead on Illinois' SIB Lab project to increase support for at-risk youth who are involved in both the child welfare and juvenile justice systems. He co-chaired the Illinois Human Services Commission and led the implementation of Budgeting for Results – the state's performance reporting and budgeting framework. Greg has been a pioneer nationally in open government, with open data initiatives at Cook County and on a regional level, and led planning and implementation of IT governance, enterprise architecture, health information exchange, state-owned broadband and IT shared services. In 2012, Greg was recognized by Government Technology magazine as one of the nation's top "doers, dreamers and drivers" in public sector innovation. He has taught public policy and administration courses as an adjunct professor at Northwestern University and the University of Illinois. Greg holds a B.A. in economics from Northwestern University and an M.A. in urban and quantitative economics from the University of Illinois.

Hanna Azemati, Assistant Director

Hanna Azemati is an Assistant Director with the Harvard Kennedy School Government Performance Lab. She is leading the Government Performance Lab's work on the Bloomberg Philanthropies' What Works Cities initiative. Hanna has also been supporting New York State's Social Impact Bond initiatives, first as a Government Innovation Fellow and then as the Director of Social Innovation Financing for New York State. Previously, Hanna was a Financial Analyst at Citigroup in New York and a Fellow for Kiva in Kenya, Uganda, and Rwanda. Hanna earned a BA in Economics with a minor in Government from Dartmouth College as well as an MA in International Relations from Yale University.