

To: Harris County Commissioners Court

Through: Katie Short, Director, Commissioners Court's Analyst's Office

Prepared By: Katie Short, Director, Commissioners Court's Analyst's Office

Subject: Request for approval of a Data Use Agreement with Rice University to facilitate the creation of Rice University's Kinder Institute's Houston Recovery and Resilience Tracker.

Project ID (If applicable):

Purpose and Request:

Request for approval of a Data Use Agreement with Rice University to facilitate the creation of a publicly accessible website that shows the distribution and expenditures of recovery funds allocated to local governments in the wake of disasters such as hurricanes.

Background and Discussion:

The Commissioner's Court's Analyst's Office respectfully requests approval of the attached Data Use Agreement, which would allow Harris County to share data related to distribution and expenditure of recovery funds following a natural disaster with Rice University. This partnership will aid with the creation of the Kinder Institute's Houston Recovery and Resilience Tracker, a publicly accessible website that will display the distribution and expenditures of recovery funds allocated to local governments in the wake of disasters, such as hurricanes. The County Judge's Office requested that the Analyst's Office facilitate this effort.

Rice University's Kinder Institute is also engaging the City of Houston in this project. There is no cost to the County to enter into this agreement. This agreement has been reviewed and signed by Rice University and the Harris County Attorney's Office.

Fiscal Impact:

No anticipated fiscal impact.

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: <i>[Please provide service or division where expenditure will be used]*</i>			
Existing Budget			
Additional Appropriation Requested			
Total Expenditures			0
Funding Sources			
Existing Department Budget			
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)			
<i>[INSERT FUNDING SOURCE HERE]*</i>			
Total Sources			0

Alternatives:

Not applicable.

Alignment with Strategic Objective:

Continue supporting the Court's decision-making through completed Policy Analysis.

Attachments:

(1) Agenda letter, (2) Data Use Agreement



1115 Congress Street, 6th Floor, Houston, Texas 77002 ■ (832) 927-6900

AGENDA

March 30, 2020

Honorable Lina Hidalgo and
Members of Commissioners Court
1001 Preston Street, 9th Floor
Houston, Texas 77002

RE: Request for approval of a Data Use Agreement with Rice University to facilitate the creation of a publicly accessible website that shows the distribution and expenditures of recovery funds allocated to local governments in the wake of disasters such as hurricanes.

Dear Judge Hidalgo and Commissioners Ellis, Garcia, Radack, and Cagle:

The Commissioner's Court's Analyst's Office respectfully requests approval of the attached Data Use Agreement, which would allow Harris County to share data related to distribution and expenditure of recovery funds following a natural disaster with Rice University. This partnership will aid with the creation of the Kinder Institute's Houston Recovery and Resilience Tracker, a publicly accessible website that will display the distribution and expenditures of recovery funds allocated to local governments in the wake of disasters, such as hurricanes. The County Judge's Office requested that the Analyst's Office facilitate this effort.

Rice University's Kinder Institute is also engaging the City of Houston in this project.

There is no cost to the County to enter into this agreement. This agreement has been reviewed and signed by Rice University and the Harris County Attorney's Office.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Katie Short".

Katie Short
Director
Commissioners Court's Analyst's Office

**DATA USE AGREEMENT
BETWEEN HARRIS COUNTY
and
WILLIAM MARSH RICE UNIVERSITY
REGARDING RESEARCH AND DATA USE**

This Data Use Agreement (“Agreement”) with an Effective Date of March 15, 2021 is between Harris County, Texas, a body corporate and politic on behalf of Harris County Judge’s Office (“CJO”), a department of Harris County, Texas with its office at 1001 Preston, 9th Floor, Houston, Texas 77002 (“County” or “Data Owner”), and William Marsh Rice University (“Rice”), a Texas non-profit organization, with its principal offices at 6100 Main Street, MS-531, Houston, Texas 77005, each individually referred to as a “Party”, and collectively as the “Parties”.

1 PURPOSE

- A) Rice through its Kinder Institute for Urban Rese performs cross-disciplinary research and community studies to advance knowledge and information.
- B) County maintains various data from the Houston area which may be of use for the Study, as described in Exhibit A attached hereto and incorporated herein by reference (the “Provider Data”), and desires to make available Provider Data to Rice for the purposes of the Study. Provider Data may include information about property tax revenue, county spending, and county programs.
- C) Rice desires to create an interactive publicly accessible website (the “Dashboard”) that shows the distribution and expenditures of recovery funds allocated to local governments in the wake of disasters such as hurricanes.
- D) County has data on funds and expenditures it has received to respond to various recent disasters. County desires to provide data to Rice to further its transmission to the residents of Harris County.
- D) The purpose of this Agreement is to outline the terms and conditions agreed to by the Parties regarding the provision of Provider Data, from Data Owner to Rice that is required as a part of the Study.
- E) County intends to disclose, and Rice desires to receive and use, Provider Data subject to the provisions of this Agreement.

2 DEFINITIONS

- 2.1 “Academic Data Recipient” means third-party researchers who have been approved by Rice’s The Urban Data Platform’s Data and Research Review Committee to conduct research on the Purpose.

- 2.2 “Archive Data” means the back-up copy of the Provider Data received by Rice to address a system failure or loss of data, or kept as part of a disaster-recovery plan. Such Archive Data shall not be actively used by Rice.
- 2.3 “Data Set” has the meaning set forth in Section 5.2.
- 2.4 “Effective Date” means the date when this Agreement becomes effective as set forth in the Preamble.
- 2.5 “Notice” has the meaning set forth in Section 10. “Notify” shall have a correlated meaning.
- 2.6 “Review Committee” has the meaning set form in Section 6.5.
- 2.7 “Provider Data” has the meaning as set forth in the Purpose.
- 2.8 “Personally Identifiable Information” shall mean data which include but is not limited to any of the following: (1) the name of an individual or that individual’s parents or guardians, (2) social security number, (3) specific home address, (4) driver’s license number, (5) client or personal identification number, or (6) a list of personal characteristics or information which would make the individual’s identity easily traceable.
- 2.9 “Sensitive Personally Identifiable Information” shall mean Personally Identifiable Information that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive Personally Identifiable Information include social security or driver’s license numbers, client or personal identification number, medical records, and financial account numbers such as credit or debit card numbers.
- 2.10 “Term” has the meaning set forth in Section 3.1.
- 2.11 “Urban Data” means the data or database developed by Rice through its processes of formatting, merging, or cleansing data received from Data Owner, other agencies, and/or organizations.
- 2.12 “Urban Data Platform” means the location of the stored Urban Data, or the system that stores Urban Data.

3 TERM AND TERMINATION

- 3.1 This Agreement shall be effective upon the Effective Date and continue for a period of one (1) year, unless terminated by either Party. At the mutual written agreement of the Parties, this Agreement may be renewed for four renewal terms. Each renewal term will be for a one year term.
- 3.2 This Agreement shall expire unless extended by agreement of the Parties or terminated earlier. This Agreement may be terminated in its entirety or on a Data Set by Data Set basis, by either Party giving at least ninety (90) days prior written notice to the other Party. Upon termination of this Agreement pursuant to this Section 3, Data Owner shall no longer be obligated to provide Provider Data to Rice and may Notify Rice to return of all Provider Data. For clarification and the avoidance of doubt, Rice shall have no obligation to return or destroy any of the Urban Data. If this Agreement is terminated by either Party, Rice will

Type text here

provide the County with any partially completed data, reports, or analysis within twenty days of notice of termination.

- 3.3 Termination of this Agreement shall not affect on-going research projects by Rice or Academic Data Recipients; however, the terms of this Agreement shall continue to apply to such on-going research projects.
- 3.4 This Agreement may be terminated by any Party for default upon the defaulting Party's failure to cure a material breach within thirty (30) days after receipt of Notice from the non-defaulting Party specifying with sufficient detail the nature of the default.

4 LICENSE GRANT

- 4.1 To the extent Data Owner has an ownership interest in the Data or copyright to the Data, in order for Rice to conduct the research and only for Rice to conduct the research, for the term of this Agreement, Data Owner grants Rice a perpetual, irrevocable, sub-licensable, royalty-free license to:
- Reproduce the data within the secure Rice data infrastructure
 - Prepare derivative works from the data within the secure Rice data infrastructure
 - Distribute copies of the data within the secure Rice data infrastructure
 - Distribute derivative works from the data; and
 - Display the data, including through electronic means within the secure Rice data infrastructure.
 - Use the data and provide data to third parties as contemplated under this Agreement and publish the results of the Research

5 DATA TRANSFER PROCEDURE

- 5.1 The Parties shall appoint authorized representatives for the purpose of data request and transfer ("Authorized Representatives").

Authorized Representatives appointed by the Parties are:

By Rice:

Name: Kyle Shelton
Title: Deputy Director

By Data Owner:

Name: Katie Short
Title: Director, Commissioners Court's Analyst's Office

The Parties shall communicate by Notice any change in the Authorized Representatives.

- 5.2 Rice, in its sole determination, shall request to Data Owner, and Data Owner shall provide to Rice, a particular set of Provider Data (“Data Set”), compiled by the relevant organization to which that Data Set pertains.
- 5.3 Within thirty (30) days after receipt of the Data Set Request Form, Data Owner shall inform Rice of the estimated date when the relevant Data Set shall be delivered, such date not to exceed ninety (90) days from the Data Set Request Form date, and Data Owner shall also at this time request any clarification or information Data Owner may need to comply with the request.
- 5.4 Data Owner agrees to cooperate with Rice to provide Provider Data in the most reasonably useful format. Such cooperation shall include, but not be limited to, providing information needed to understand the meaning of Provider Data, to make it clearly usable by Rice. Data Owner also agrees to communicate and explain any changes Data Owner makes regarding the method by which it gathers, maintains, or develops Provider Data.
- 5.5 All Provider Data shall be sent via a secure, encrypted USB flash drive, SFTP, or other secure means mutually agreed upon. Files will be provided in an electronic format to be determined jointly by the technical staff of the Data Owner and Rice.
- 5.6 Data Owner understands and agrees that the Provider Data will not necessarily be used by Rice, or be used in any study.
- 5.7 Beginning the second anniversary of the Effective Date, the Review Committee will send to Data Owner an annual report specifying the Academic Data Recipient for that year and the title of their proposed research projects received and approved from Rice for Provider Data.
- 5.8 If a partial termination occurs as set forth in Section 3.2, the Parties shall no longer be bound by this Agreement for the relevant Data Set, save for any survival obligation as provided for in this Agreement.
- 5.9 Updates to each Data Set will be provided no less frequently than annually, upon request.

6 RESPONSIBILITIES OF RICE

- 6.1 Rice shall use the Provider Data only as set forth in this Agreement and shall conduct the following activities: (i) store and maintain the Provider Data; (ii) cleanse (e.g., refine data to meet database standards by defining the fields, the values permitted in fields, and the format and structure of entries) and reformat the Provider Data; (iii) merge and combine the Provider Data with data received from multiple third-party sources, including government, social services and non-profit agencies and organizations (e.g., link a single individual’s records from two or more agencies or community organizations); and (iv) create a longitudinal database. Rice will make the refined, combined Provider Data available to the Data Owner upon written request within the limits of its privacy agreements with other providers.
- 6.2 Rice shall store Provider Data only on servers that are owned by Rice. Rice shall merge the Provider Data into the Urban Data Platform and cleanse and refine the Provider Data. The merged, cleansed and refined data that is included in the Urban Data Platform shall no

longer be identified as Provider Data and shall be the exclusive property of Rice. Specifically designated employees of Rice shall have exclusive custody and control of the Urban Data Platform, Provider Data received by Rice, and Archive Data.

- 6.3 Rice shall maintain an original unmodified (i.e., unblemished) copy of each Provider Data transfer from Data Owner to Rice as Archive Data. Upon reasonable request by Notice, Rice shall provide to Data Owner access to such copies.
- 6.4 Rice will not provide Academic Data Recipients, outside of the specifically designated employees of Rice mentioned in 6.2, and except when the conditions defined in 6.5 below are satisfied, access to individual/household-level data or data containing any Personally Identifiable Information (PII). Rice may provide aggregate-level, non-PII data to Academic Data Recipients at their discretion. Rice will inform the Data Owner if it does so.
- 6.5 Should Rice researchers or Academic Data Recipients wish to have access to data containing some PII data, Rice's Urban Data Platform's Data and Research Review Committee (the "Review Committee", also known as the "Oversight Committee") shall examine that request. Rice, through the Review Committee, shall ensure that Rice researchers and Academic Data Recipients have appropriate Institutional Review Board (IRB) approval before they obtain access to the data containing PII. If the Review Committee approves the request, Rice shall contact the Data Owner and ask for written authorization. The Data Owner shall render a decision within thirty (30) calendar days. If the Data Owner does not provide such written authorization after thirty (30) calendar days, then the Academic Data Recipient shall not access the data containing PII. If the Data Owner provides written authorization for the Academic Data Recipient to have access to such data set (or a subset of it that still contains some PII), the Academic Data Recipient can only work with such data set within the Urban Data Platform. Rice shall make Provider Data available on the Urban Data Platform to Rice researchers and Academic Data Recipients whose research proposals have been approved by Rice's Review Committee and by the Data Owner.
- 6.6 The data containing PII cannot be transferred out of the Urban Data Platform. The Academic Data Recipient working with PII data shall only export papers, reports, maps, or aggregate-level data, which will be reviewed for appropriateness by the Urban Data Platform staff before release. The Academic Data Recipient shall make the result of their research available to the Data Owner within the limit of privacy agreements, as stipulated in 6.1.
- 6.7 It is understood that the Data to be transferred is public information. If, during the course of the Agreement, the Parties desire to transfer information protected by the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health, or other federal or state law governing the privacy of data, the Parties agree to amend this Agreement prior to the transfer of any additional data to include a business associate agreement or other provisions applicable to the data as required by federal or state law.

7 INTELLECTUAL PROPERTY AND COPYRIGHTS

- 7.1 All Provider Data supplied to Rice by Data Owner is and shall remain the sole property of Data Owner and may contain and be subject to copyright protection. Data and any related intellectual property, including copyrightable materials, generated by Rice and provided by Rice to Data Owner are and shall remain the property of Rice (“Rice Data”).

Rice grants Data Owner a perpetual, irrevocable, sub-licensable, royalty-free license to the report generated pursuant to the Agreement including any drafts for the purposes of:

- Reproduce or publishing the report
- Preparing and distributing derivative works from the report

Except as expressly provided in this Agreement, Data Owner is not granted any other rights in or to such Rice Data.

8 PUBLICATIONS AND REPORTS

- 8.1 Data Owner acknowledges that Rice researchers and Academic Data Recipients shall have the right to publish or otherwise publicly disclose at academic and professional conferences and other meetings the results of the research using the Provider Data and nothing in this Agreement shall be interpreted to restrict this right of publication.
- 8.2 Rice shall recognize the contribution of the Data Owner in all written or oral public disclosures concerning Rice’s research using the Data, as appropriate in accordance with scholarly standards. Such recognition shall also include a disclaimer to the effect that published material does not necessarily reflect the views of Data Owner.
- 8.3 Rice shall only include aggregate level data in any Publications based on the Data provided by Data Owner. No research results shall be reported in a manner that permits direct or indirect identification of any individual. Rice shall not put in any Publication information describing a group numbering 1 to 5 persons. This minimum cell size is intended to maintain the confidentiality of potentially re-identifiable subgroups.

9 LIMITATION OF APPROPRIATION

The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not appropriating funds through this Agreement.

10 GENERAL TERMS

- 10.1 NO REPRESENTATIONS AND WARRANTIES. Data Owner warrants that it has the right to disclose the Provider Data to Rice for the purpose do Rice fulfilling it roles, activities, and responsibilities under this Agreement. All data are provided “as is.” Except as provided in the first sentence of this paragraph, Data Owner makes no representation or warranty, express or implied, regarding the Data’s accuracy, completeness or use. Except as provided in the first sentence of this paragraph, there are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the data will not infringe any patent, copyright, trademark, or other proprietary rights. Rice makes no representations or warranties of any kind concerning the research and publications and disclaim all representations and warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights.
- 10.2 USE OF NAME. Except as expressly provided in this Agreement including Section 8.1, neither Party shall use or register the other Party’s name (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify the other Party, including any school, unit, division or affiliate (“Names”) in any advertisement, press release, or publicity with reference to this Agreement or any product or service resulting from this Agreement, without the prior written approval of, and in accordance with restrictions required by, an authorized representative of the Party whose name who is to be used. The foregoing notwithstanding, the Parties agree that each Party may respond to legitimate business inquiries, or to comply with legal mandates, with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, without written permission from the other Party. Without limiting the foregoing, each Party shall cease all use of Names of the other Party permitted under this Agreement on the termination or expiration of this Agreement except as otherwise approved by the other Party.
- 10.3 LIMITATION OF LIABILITY. In no event shall either Party be liable to the other for any indirect, punitive, consequential, or special damages, including lost revenues or profits, arising from breach of the terms in this agreement, negligence, strict liability or other tort, or any other cause.
- 10.4 GOVERNING LAW & LANGUAGE. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a “Suit”) shall be brought in a court of competent jurisdiction in Harris County in the State of Texas.
- 10.5 Data provided under this Agreement is not public information and is not subject to disclosure under Chapter 552.00 et set of the Texas Government Code. In accordance with Texas Health Safety Code, sec 181.006, data from Harris County is not public information and not subject to disclosure.

- 10.6 NOTICES. Any communication under this Agreement, excluding transmission of Data, may be delivered in person, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the appropriate addresses listed here:

To Data Owner:
Harris County Commissioners
Court Analyst's Office
115 Congress, 6th Floor
Houston, Texas 77002
ATTN: Katie Short, Director

To Rice University:
Office of Technology Transfer
6100 Main Street, MS-705
Houston, Texas 77005
MTA@rice.edu
713-648-6188
ATTN: MTA

Any Notice of Termination must be sent by U.S. mail in addition to any other method of transmission.

- 10.7 INDEPENDENT CONTRACTOR. The Parties are independent contractors and neither Party shall be deemed to be an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to take any action which shall be binding on the other Party.
- 10.8 ASSIGNMENT. This Agreement and all rights and obligations hereunder shall not be assigned (whether through merger or consolidation, by operation of law, or otherwise), without the written consent of the other Party and any attempt to assign without such consent shall be void.
- 10.9 MODIFICATION. No modification or waiver of any provision of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.
- 10.10 SEVERABILITY. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.
- 10.11 COUNTERPARTS. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 10.12 NO THIRD PARTY BENEFICIARIES. The County is not obligated or liable to any party other than Rice for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to

or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

10.13 WAIVER OF BREACH. A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

10.14 NO BINDING ARBITRATION; RIGHT TO JURY TRIAL. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

10.15 CONTRACT CONSTRUCTION

- i. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- ii. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- iii. When terms are used in the singular or plural, the meaning shall apply to both.
- iv. When either the male or female gender is used, the meaning shall apply to both.

10.16 RECITALS. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.


10.17 ENTIRE AGREEMENT. Unless otherwise specified, this Agreement and any exhibits attached hereto embody the entire understanding between Data Owner and Rice for the purpose, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

10.18 SURVIVAL CLAUSE: Sections III and VIII will survive the termination of this agreement.

10.19 SIGNATURES

The Parties have executed this Agreement by and through their duly authorized representatives.


WILLIAM MARSH RICE UNIVERSITY

By: 
Name: Asha Rajagopal, Ph.D.
Title: Director, Office of Technology Transfer
Date: March 19, 2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

Read and Acknowledged:

By: 
William Fuller
Director, Kinder Institute for Urban Research

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
Harris County Attorney

By: DeAnne A. Lin
DeAnne A. Lin
Assistant County Attorney
CAO File No. 20GEN3592

Exhibit A

Disaster Recovery Data Fields

(Follows Behind)

Exhibit B



Kinder Institute Resilience and Recovery Tracker

Project description:

The Houston Recovery and Resilience Tracker (RRT) will provide meaningful transparency to an often opaque, and quickly changing process via a dedicated, resource-rich online platform. The RRT will offer clear, accessible information to follow where and how money is being spent by Harris County and the City of Houston for recovery from Hurricane Harvey and other natural disasters. Longer term it will also track the ways that resilience, mitigation, and preparation spending and programming are occurring. The project will also track ongoing efforts such as the City of Houston's *Resilient Houston* plan and the Climate Action Plan.

Project Scope and Objectives

The disaster recovery process is long and complicated. Funding in the billions will be received from federal sources to address issues with housing, infrastructure, and economic recovery. Public information about how that money is spent and how it impacts overall recovery is typically tracked separately by public entities. The RRT aims to bring that info into one site and present it in a way that is understandable to the general public.

In its most fleshed out form, the RRT will track the majority of recovery spending from Harris County and the City of Houston. The RRT will also allow analysis and evaluation of existing recovery programs, deepening better public understanding and involvement in Houston's recovery process. Ultimately, the RRT will include a policy component to track and analyze the concrete programmatic or policy actions taken by City and County officials to implement resilience practices into everyday life.

Research Team

- Kinder Institute for Urban Research (KIUR), Rice University
 - Lead: Kyle Shelton, Deputy Director.
 - Key Personnel: Luis Guajardo, Urban Policy Research Manager; Jenna Lessans, Disaster and Resilience Researcher, Ksenia Mokrushina, Disaster and Resilience Researcher.

Phases of Proposed Study (preliminary tasks and personnel)

Phase	Month(s)	Objectives
I: Research	March 2020 – August 2020	<ol style="list-style-type: none">1. Investigate other tracker models.2. Document and understand main funding streams.3. Literature review around disaster tracking
II: Data Collection	June 2020-March 2021	<ol style="list-style-type: none">1. Coordinate with City of Houston and Harris County to secure Harvey-related data and other resilience/recovery spending data.2. Design data library and infrastructure for the website.
III: Website Development	June 2020-April 2021	<ol style="list-style-type: none">1. Create and test website for display of recovery tracker and associated elements
IV: Launch	Spring 2021	<ol style="list-style-type: none">1. Launch Tracker.