

## **Bloomberg Harvard City Leadership Initiative**

### **Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is entered into as of 1/30/2024 between President and Fellows of Harvard College acting through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government (“Harvard”) and the City of Oklahoma City, Oklahoma acting through the City Manager’s Office (“CITY”). Each of Harvard and the CITY are sometimes referred to herein as a “Party” and collectively as the “Parties.”

The purposes of this MOU are (A) to state terms regarding the employment by the CITY of a Bloomberg Harvard City Hall Fellow ( “Fellow”), who is a graduate of a masters or professional degree program at Harvard University; and (B) to provide for the Fellow to work for the leadership team of the Mayor of the CITY for a two-year term on a specific policy area (the “Engagement”).

The Parties agree as follows:

1. Scope of Engagement. The Fellow will work with the leadership team of the Mayor of the CITY, providing general support on a specific priority area and deliverables. Harvard and the CITY shall agree in advance on the project or policy area on which the CITY will engage the Fellow and the expected dates of the Engagement to ensure that the Engagement includes sufficiently meaningful and rigorous responsibilities to warrant inclusion in the Fellowship program.
2. Grant Award. Harvard will provide a grant to the CITY in an amount not to exceed \$180,000 (“Grant Award”), to be paid in installments on a quarterly basis during the period of the fellowship. The Grant Award will be used solely to reimburse the CITY’s costs of the Fellow’s salary, employee benefits, housing stipend, and subscriptions during the period of the fellowship. The Grant Award will be subject to a one-time increase to reflect a standard cost-of-living increase applicable to similarly situated CITY employees on the condition that the CITY first provides Harvard with reasonable supporting documentation as to the amount, timing and general applicability of such increase to similarly situated CITY employees.

The CITY will provide to Harvard a written statement of expenditures on a quarterly basis. On or before the tenth (10<sup>th</sup>) day following the end of each quarter during the period of the fellowship, the CITY will provide a written statement to Harvard setting forth specific amounts expended by the CITY on the Fellow’s salary, employee benefits, housing stipend, and subscriptions during the quarter just ended. Within thirty (30) days following receipt of such written statement, Harvard will pay such amounts to the CITY, provided that the total of all such quarterly payments shall not exceed the maximum amount of the Grant Award stated above.

If the CITY fails to use the Grant Award as specified herein, the CITY shall immediately inform Harvard and shall refund the unused grant amount to Harvard within 60 days of such nonuse (and, in any event, within 60 days following Harvard’s written request). This obligation will apply whether or not failure to

use the Grant Award funds results from termination of this Agreement pursuant to Section 6, the Fellow ceasing to be an employee of CITY, an act or omission of CITY, or for any other reason.

3. Supervision. The CITY will give work assignments to the Fellow and will supervise the Fellow's work for the CITY. The Mayor and the Mayor's leadership team will provide supervision, mentorship and guidance to help support the Fellow's tasks, objectives, and professional development. The CITY will provide access to all data, systems and technology necessary for the Fellow to conduct his or her work, commensurate with such access as CITY provides to other employees of its leadership team.

To advance the goals of the Bloomberg Harvard fellowship program, Harvard will provide at least two trainings for the Fellow, the first at the commencement of the Engagement and a second partway through the Engagement. So that Harvard may receive meaningful feedback regarding the fellowship program, the CITY supervisor overseeing the Fellow and Communications Director will communicate from time to time at Harvard's request on the Fellow's mentorship and work.

4. Salary and Benefits; Office Facilities; Compliance. CITY will employ the Fellow as a full-time employee of the CITY for two years, and shall pay the Fellow's salary at the same frequency and with standard cost-of-living raises as are given to comparable CITY employees, as specified in Section 2 above. CITY shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments in connection with or related to the performance of this Agreement and CITY's employment of the Fellow. Without limiting the foregoing, CITY shall be responsible to comply with all applicable laws pertaining to employee/independent contractor classification, and shall be responsible for any damages, fines or other payments that may arise from or relate to any misclassification by CITY. CITY shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement. In no event will Harvard be deemed an employer, joint employer or co-employer of the Fellow.

The CITY will provide the Fellow with suitable office resources, including a desk, a computer, a phone, an email account, and appropriate access to CITY networks, servers, and printers. CITY will also provide access to general productivity software such as word and data processing and email programs, and such other software programs as may be appropriate for the Fellow's work.

5. CITY Direction and Control. While conducting work for CITY, the Fellow shall at all times be under the direction and control of the CITY. The CITY will provide the Fellow with all employee benefits and privileges, immunities, and workplace procedures and protections as it provides comparable full-time CITY employees. The CITY will be responsible to inform the Fellow as to any applicable conflict of interest laws, ethics rules, and public records laws and guidelines, to the extent such laws and rules apply to the Engagement and the Fellow's position as an employee of the CITY. The Fellow must complete any required training or other requirements related to his or her Engagement offered by CITY. CITY will be responsible to provide appropriate orientation to the Fellow regarding workplace rules and expectations, including providing the Fellow with a written copy of applicable CITY policies and procedures. In no event will Harvard be responsible for Fellow's compliance or non-compliance with such

rules, regulations, laws or workplace policies and procedures as may apply to the Fellow during the course of the Engagement.

6. Term and Termination. This Agreement will commence on the Effective Date and remain in effect until the date on which the Engagement of the Fellow is completed (August 14, 2025), unless sooner terminated as provided herein. Either Party may terminate this Agreement on ninety (90) days' prior written notice to the other Party, provided that any Fellow working for the CITY at the time of such notice will be permitted to complete his or her Engagement and the terms of this MOU will continue to apply for the remainder of such Engagement.

Notwithstanding the foregoing, Harvard may terminate the fellowship award for any Fellow in the event it determines the purposes of the fellowship are not being fulfilled or in the event a Fellow elects to withdraw from the fellowship, and the CITY may terminate a Fellow's employment in accordance with applicable laws and CITY regulations, in the event it determines the employment is no longer suitable. In such event, the Party taking action to terminate shall provide prompt written notice to the other Party of such termination. CITY will be solely responsible for all employer obligations relating to termination of employment of the Fellow.

The CITY and Harvard will perform their respective obligations to create a successful Engagement, and will discuss and attempt to amicably resolve any issues that arise as to their respective obligations.

The provisions of Sections 5-9 will survive termination or expiration of this Agreement.

7. Limitation of Liability. The CITY understands and agrees that Harvard is not responsible for the performance, misfeasance, or non-performance by the Fellow, and that Harvard does not warrant or make any representations concerning the accuracy, completeness, suitability, condition or benefits of the Fellow's work, including any ideas, judgments, opinions, projections, analyses or estimates which the Fellow may provide in the course of the Engagement. The CITY agrees that (i) any decision the CITY may make to rely on any work product provided by the Fellow shall be at its own risk, and the CITY shall not make, and hereby waives, and fully releases and discharges Harvard from, any and all claims or causes of action 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, or any other aspect of the Engagement and employment of the Fellow.

In no event shall CITY or Harvard be liable to the other for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to this MOU, 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.

#### 8. Intellectual Property

The CITY shall be responsible to make arrangements directly with the Fellow in regard to ownership of work product produced by the Fellow in the course of the Engagement, and

Harvard shall have no responsibility in regard to any such arrangements. Notwithstanding the foregoing, the CITY shall not condition, restrict or delay the Fellow's right to present or publish works of authorship describing the Fellow's experience and insights regarding the Engagement.

9. Publicity and Use of Names. Neither Party may issue a press release or other public announcement about this MOU, nor may it 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 this MOU, without the prior written approval of the other Party, except that each Party may identify the other in any description of the MOU in its customary listings of activities. Without limiting the foregoing, the Bloomberg Harvard City Leadership Initiative at the Harvard Kennedy School may state on its website that it is funding a fellowship for the Fellow to work for CITY. CITY is subject to the Oklahoma Open Meeting Act and the Oklahoma Open Records Act, and acceptance of the Grant Award must be done through an open meeting.

10. Other Provisions.

(a) Severability. In the event that any provision or section of this MOU shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the MOU.

(b) Notices. Any notice under this MOU may be given in person, or sent by fax, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the Party's addresses listed below (or such other address as a Party may designate by notice given in accordance with this Section 10(b)), and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed.

The City of Oklahoma City  
200 N. Walker  
Oklahoma City, OK 73102

Bloomberg Harvard City Leadership Initiative  
Neel Chaudhury  
79 JFK Street, Mailbox #94  
Cambridge, MA 02138

(c) Force Majeure. Neither Party shall be liable for any delays or failures in performance due to circumstances beyond the Party's reasonable control.

(d) Entire Agreement; Amendment. This MOU constitutes the entire agreement between the Parties with respect to the transactions which are the subject matter hereof, and supersedes all prior or contemporaneous agreements concerning such transactions. This MOU may not be amended or modified except with the written consent of both Parties.

(e) No Third-Party Beneficiaries. No person or entity other than the Parties shall have any rights, interests or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Executed as of the date first stated above

For The City of Oklahoma City

For President and Fellows of Harvard  
College acting through the Bloomberg  
Harvard City Leadership Initiative at the  
John F. Kennedy School of Government

By: See attached Signature Page

By: *Bulbul Kaul*

Printed Name: \_\_\_\_\_

Printed Name: Bulbul Kaul

Title: \_\_\_\_\_

Title: Senior Director for City Support and  
Student Engagement

Date: \_\_\_\_\_

Date: 1/8/2024

**Payment Details: Award payments from Harvard are issued via EFT or check through the Buy-2-Pay system. You must be registered in the system in order to receive payment.** Please indicate below the information of the individual from your CITY who will manage the B2P payment process and be sent the B2P system invitation email:

Name of individual handling B2P Process : Steve Hill

Email Address to send invitation: steve.hill@okc.gov

Contact Phone Number: (405) 297-3073

Check Mailing Address: Oklahoma City Treasurer's Office

RE: Steve Hill - Bloomberg Project

420 West Main, Oklahoma City, OK 73102

APPROVED by Council and signed by the Mayor of the City of Oklahoma City this 30TH  
day of JANUARY, 2024.

ATTEST:

Amy K Simpson  
CITY CLERK



David Holt  
MAYOR

REVIEWED for form and legality.

Britt Logan  
ASSISTANT MUNICIPAL COUNSELOR