

ORDINANCE **2022-09-15-0689**

AUTHORIZING A FUNDING AGREEMENT WITH THE HARVARD KENNEDY SCHOOL TAUBMAN CENTER FOR STATE AND LOCAL GOVERNMENT FOR A ONE-YEAR PILOT FELLOWSHIP PROGRAM. THE HARVARD KENNEDY SCHOOL TAUBMAN CENTER IS CONTRIBUTING \$75,000 TO THE FELLOWSHIP AND THE CITY IS FUNDING \$25,000.

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WHEREAS, the City of San Antonio is a leader in municipal government with a track record for developing and participating in first of its kind programs such Pre-K 4 SA and SA: Ready to Work; and

WHEREAS, Harvard Kennedy School Taubman Center asked the Economic Development Department to participate as its first local municipality in a one-year pilot Fellowship program; and

WHEREAS, the Fellow will be responsible for interpreting, formulating, and implementing policies and procedures at the direction of the Department's leadership team to include budget and financial operations, development, implementation and oversight of economic development strategies, coordination and collaboration with community economic development partners, and development of policies and guidelines; and

WHEREAS, said Funding Agreement provides for a 1-year term to begin in Fall 2022; and

WHEREAS, The Harvard Kennedy School is contributing \$75,000 to the Fellowship; and

WHEREAS, the City is funding \$25,000 to the Fellowship; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee is hereby authorized to execute a Funding Agreement with the Harvard Kennedy School Taubman Center for State and Local Government to fund \$75,000 to the fellowship program. The Funding Agreement shall be executed for a one (1) year term. A copy of the Funding Agreement, in substantially final form, is attached hereto as **Exhibit A**. The terms and conditions of said Agreement are hereby approved.


SECTION 2. Funds generated by this ordinance in the amount of \$75,000.00 will be deposited into Fund 11001000, Internal Order 216000000000, and General Ledger Account 4406775. Funds are authorized to be appropriated per the attached program budgets.

SECTION 3. Funding in the amount of \$100,000.00 for this ordinance is available in Fund 11001000, Cost Center 1602040001, and General Ledger 5101015 as part of the Fiscal Year 2022 budget.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED AND APPROVED this 15th day of September, 2022.



M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Debbie Racca-Sittre, City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting September 15, 2022

19.

2022-09-15-0689

Ordinance approving the funding agreement accepting \$75,000 and appropriating \$75,000 to begin a one-year pilot program with Harvard Kennedy School Taubman Center for a Fellowship. [Alejandra Lopez, Assistant City Manager; Brenda Hicks-Sorensen, Director, Economic Development Department]

Councilmember Viagran moved to Approve on the Consent Agenda. Councilmember Courage seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Pelaez, Courage, Perry

Exhibit A

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made and entered into this day of August, 2022 ("Effective Date"), by and between President and Fellows of Harvard College ("Harvard"), a private educational institution, acting through the Taubman Center for State and Local Government of the John F. Kennedy School of Government ("HKS") and the City of San Antonio, a Texas Municipal Corporation ("CITY").

Whereas, the Taubman Center for State and Local Government fellowship program at HKS provides partial funding to state and local governments to employ on a full-time basis for one year a fellow who is a graduate of HKS ("Fellow"). The fellowship is intended to provide experience and exposure to HKS graduates to serve in state and local economic development roles, and to provide state and local governments with added capacity to enhance economic development priorities.

1. GRANT AWARD

- a. HKS agrees to pay to CITY a grant award in the amount of \$75,000 ("Grant Award"), paid in equal installments on a monthly basis during the period of the fellowship, or on such other schedule as the parties may mutually agree to in advance.

- b. CITY shall spend the Grant Award only for the purposes specified below:

Subject to the CITY recruiting and selecting a Fellow who is a graduate of HKS, CITY agrees to hire a Fellow as a full-time employee of the CITY for a one (1) year term with an annualized salary of \$100,000. The salary expense shall be funded by the parties, with \$75,000 of said salary to come from the Grant Award and \$25,000 to be provided by the CITY from CITY funds.

CITY will provide the Fellow with all employee benefits and privileges, immunities, and workplace protections and procedures the CITY provides to comparable full-time employees of the CITY, and will provide office space or resources to support in-person or virtual work, administrative support, and work-related travel expenses commensurate with the resources, benefits, support and expense coverage the CITY provides to other full-time employees of the CITY. In no event will Harvard be considered or deemed a co-employer or joint employer of the Fellow.

2. TERM OF AGREEMENT

- a. The term of this Agreement shall commence on the Effective Date and shall expire on the first anniversary of the date on which the Fellow commences employment with the CITY, unless sooner terminated in accordance with the terms of this Agreement. HKS or CITY may terminate this Agreement on thirty (30) days' prior written notice to the other

party. CITY also reserves the right to terminate the Fellow employee for violation of established standards and practices.

- b. If the CITY fails to use the Grant Award as specified herein, the CITY shall refund the unused grant amount to HKS within 60 days of such nonuse. This obligation will apply whether or not failure to use the grant funds results from termination of this Agreement pursuant to Section 2.a., the Fellow ceasing to be an employee of CITY, an act or omission of CITY, or for any other reason.

3. ACCOUNTING/AUDIT

- a. CITY shall maintain proper accounting records in accordance with generally accepted accounting principles. All financial documents and transactions associated with this grant shall be available to HKS for inspection, copying, and audit purposes during regular business hours.
- b. CITY further agrees that such right of HKS to examine or audit shall continue for three (3) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. CITY shall preserve and make available its records until the expiration of three (3) years from the date of expiration or sooner termination of this Agreement, or for such longer period, if any, as is required by applicable law.

4. NO WARRANTY; WAIVER AND RELEASE

The CITY understands and agrees that HKS is not responsible for the performance, misfeasance, or non-performance by the Fellow, and does not warrant or make any representations concerning the accuracy, completeness, suitability, condition or benefits of the Fellow's work product, including any ideas, judgments, opinions, projections, analyses or estimates which the Fellow may provide to the CITY. 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 releases HKS from, any and all claims or causes of action against HKS 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 the Fellow's work product or the CITY's reliance thereon or use thereof, or any other aspect of the CITY's employment of the Fellow.

5. TERMS AND CONDITIONS OF FELLOW'S ENGAGEMENT

- a. Duration – the fellowship will be one full year, from the agreed upon start date.
- b. The CITY will provide the Fellow with clear information regarding the CITY's policies and standards during the onboarding process of the Fellow as a CITY employee.

- c. Scope of Work/Expectations - CITY shall have sole responsibility for supervising, directing, and controlling the work of the Fellow. Assigned work and supervisors will be in direct alignment with the position discussed by the parties. If changes to the position, including a change in supervisor assignment, occur prior to or during the fellowship year, the CITY is expected to inform HKS of any changes immediately.
- d. 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 employment, and HKS 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 fellowship.

6. COMPLIANCE WITH ALL LAWS AND NON-DISCRIMINATION

- a. 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. In no event shall HKS be liable for any act or omission of CITY or the Fellow.
- b. 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.

7. USE OF HARVARD NAME

CITY shall not use or register the name "Harvard" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify Harvard or any Harvard school, unit, division or affiliate ("Harvard Names") for any purpose, including in any press release, public announcement, website or other advertising or publicity materials, except with the prior written approval of, and in accordance with restrictions required by, HKS. Without limiting the foregoing, CITY shall cease all use of Harvard Names permitted under this Agreement on the termination or expiration of this Agreement.

8. NOTICES

Any communication or notice which either party is required to send to the other or which either party desires to send to the other, shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, to the parties as addressed below.

CITY: Brenda Hicks-Sorensen
100 W. Houston Street
San Antonio, Texas 78205

HKS: Rafael Carbonell
79 JFK Street
Cambridge, Massachusetts 02108

9. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the final written expression of the intentions and expectations of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except with the written consent of both parties.

10. NO THIRD-PARTY BENEFICIARIES

No person or entity other than the parties hereto 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, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement.

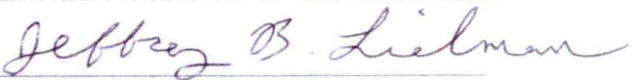
Executed as of the date first stated above.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

CITY OF SAN ANTONIO

PRESIDENT AND FELLOWS OF HARVARD
COLLEGE, ACTING THROUGH THE
TAUBMAN CENTER FOR STATE AND
LOCAL GOVERNMENT OF THE JOHN F.
KENNEDY SCHOOL OF GOVERNMENT

Alex Lopez
Assistant City Manager



Name: Jeffrey B. Liebman
Title: Director, Taubman Center

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 : _____

Email Address to send invitation: _____

Contact Phone Number: _____

Check Mailing Address: _____

