
INTER

OFFICE

MEMO

To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2020 RESOLUTION NO. 69-2020

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR' S OFFICE ON:

/s/Neil A. Grover
City Solicitor

August 25, 2020
Date

Requested by Department/Bureau: **Mayor**

Department/Bureau Contact Person: **Mayor**

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by: _____

Date: _____

RESOLUTION NO. 69 - 2020

Moved by: _____

A Resolution authorizing and approving a senior management consulting services agreement for intra-governmental communications liaison services.

WHEREAS, the Mayor proposed and the Council for the City of Harrisburg authorized, through a budget reallocation of July 7, 2020, the retention of contracted services to improve communications on important City issues, by an allocation of the sum of \$30,000 in Resolution 49-2020;

WHEREAS, in order to provide for that improved communications between the branches of City government and other agencies, the Mayor negotiated a senior management consulting services contract for the performance of the proposed liaison services with the Honorable Gloria Martin-Roberts, who in her long carrier in government-relate matters served as a member of this City Council, including in the capacity of Council President, and a true and correct copy of the proposed *Independent Contract For Senior Management Consulting Services* is attached hereto as Exhibit A; and

WHEREAS, the agreement provides that Mrs. Martin-Roberts will apply her years of governmental experience and knowledge to act as an intergovernmental communications liaison between the City Administration, City Council, and the County of Dauphin; will assist with strategic policy development and implementation on various subject matters; provide input on outreach initiatives and marketing of City initiatives in order to keep the Harrisburg community better apprised of municipal developments in a timely and accurate manner; and, in relation thereto, will provide make a quarterly report on her efforts.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the proposed *Independent Contract For Senior Management Consulting Services* between the City of Harrisburg and Gloria Martin-Roberts is hereby approved.

BE IT FURTHER RESOLVED that the Mayor, City Controller, and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

I second this resolution _____

Exhibit A

INDEPENDENT CONTRACT FOR SENIOR MANAGEMENT CONSULTING SERVICES

THIS INDEPENDENT CONTRACT FOR SENIOR MANAGEMENT CONSULTING SERVICES (“AGREEMENT”) is made and entered into this ___ day of _____, 2020, by and between the City of Harrisburg (hereinafter referred to as the “City”) and Gloria E. Martin-Roberts (hereinafter referred to as “Mrs. Martin-Roberts” or “Consultant”) (collectively the “Parties”).

WHEREAS, the City desires a Senior Management Consultant who will perform certain tasks and duties at the direction and under the supervision of the Mayor of the City of Harrisburg (“Mayor”);

WHEREAS, the City desires a Senior Management Consultant who will, at all times, comport herself according to both the highest standards of professional ethics and exemplary personal behavior;

WHEREAS, the City desires to retain Mrs. Martin-Roberts as an independent contractor to serve as a Senior Management Consultant to the City and the Office of the Mayor;

WHEREAS, the City recognizes that Mrs. Martin-Roberts’ prior public service experience as both an elected and appointed public official to various councils, boards, and commissions, spanning over three decades, during which time she has acquired substantial experience working with government officials and private sector representatives at municipal, local, state and federal levels, makes her a qualified person to serve as Senior Management Consultant to the City and the Mayor in the fashion heretofore described; and

WHEREAS, the Parties have agreed upon certain terms and conditions of Mrs. Martin-Roberts’ retention as an independent contractor to serve in the capacity as Senior Management Consultant, and desire to reduce said terms and conditions to writing;

AND, THEREFORE, the Parties, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. **Term.** The City, in consideration of the promises herein contained, has agreed to retain Mrs. Martin-Roberts' services as a Senior Management Consultant for a term commencing on the date of the final signature below through December 31, 2021.

2. **Duties of Senior Management Consultant.** The duties of the Senior Management Consultant include, but are not limited to, the following:

- a. Serve as an intergovernmental communications liaison between the Administration, City Council, and the County of Dauphin;
- b. Provide advice to the Administration on compelling and strategic policy development and implementation, on such subject matter and areas of concern, as may be from time to time agreed upon by the Mayor and Mrs. Martin-Roberts;
- c. Offer input on outreach initiatives and marketing of City initiatives in order to keep the Harrisburg community apprised of municipal developments in a timely and accurate manner.
- d. Provide timely initial, interim (when applicable) and final reporting on each policy, initiative or area of concern to be reviewed and a concise summary of Consultant's input.

The Parties further agree that though there are certain defined duties for which Mrs. Martin-Roberts is being retained to undertake, the functional responsibilities of the Senior Management Consultant are not exhaustive; therefore it is expected that the Mayor and Mrs. Martin-Roberts shall exercise flexibility in utilizing her expertise to leverage management outcomes that will mirror the mission of the Mayor's administration ("Administration") and the Harrisburg City Council ("City Council").

3. **Consultant's Report.** The Parties hereby agree that Mrs. Martin-Roberts will report directly to the Mayor. The Mayor and Consultant shall establish goals and objectives to be achieved by Consultant, whether related to an existing

City project or initiative or new matters. In addition to routine ongoing communications on matters for which Mrs. Martin-Roberts shall facilitate or follow up communications between the Mayor and others, the Consultant shall provide a written quarterly report to briefly summarize the work performed, noting the progress on each project or issue addressed in the preceding 90 days; making recommendations on next steps, resources or related initiatives, if any, the City should consider on each matter.

4. **Compensation.** Mrs. Martin-Roberts agrees to account for her hours or work and provide the City on a twice-monthly basis with an invoice directed to the Office of the Mayor, concisely describing the daily work performed, the time allotted to each task or matter, which shall be subject to review and approval of the Mayor. She will charge an hourly rate of \$45. The contract shall not exceed an aggregate sum of Seventy Thousand Dollars (\$70,000.00) for the initial 12-month period. No expenses shall be incurred without the prior written authorization of the Mayor and any such approved shall expenses shall be deemed to within the do-not-exceed cap on the agreement.

5. **Supplemental.** In addition to the compensation, the parties also agree that Mrs. Martin-Roberts shall be provided a laptop computer that shall be used solely for the purposes of performing her duties under this Agreement, and for which she shall have the unqualified option to purchase at fair market value upon the conclusion or termination of this Agreement, with the value to be exclusively determined by the Bureau of Information Technology.

6. **Termination.** To the extent that the either party seeks to terminate this Agreement, they may do so at any time by giving sixty (60) days advance notice in writing. Mrs. Martin-Roberts shall be compensated for actual work performed through the last day worked.

7. **Relationship of Parties.** The parties intend that an independent contractor relationship will be created by this Agreement and it is understood that the contractor will not be an employee of the City. The Consultant shall act in the capacity of an independent contractor with respect to the City. The Consultant shall not be, nor represent herself as being, an employee or agent of the City, and shall

not be, nor represent herself as being authorized to bind the City. The Consultant shall not have the status of an employee of the City and shall not be eligible to participate in any employee benefit plans, pension plans, group insurance plans, paid vacation/sick leave programs, or any other employee benefits. City shall not provide social security, unemployment compensation, disability insurance, worker's compensation or similar coverage, nor any statutory benefits, to the Consultant. The Consultant shall be solely responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to workers' compensation insurance (should the Consultant have any person in her employ). The Consultant agrees to indemnify and hold the City harmless in the event the City is required to pay any of the same on behalf of the Consultant

8. Conflict of Interest Requirements.

A. Generally. Under the Pennsylvania State Ethics Act no public official or public employee or his spouse or child or any business in which the person or his spouse or child is associated shall enter into any contract valued at \$500 or more with the governmental body with which the public official or public employee is associated or any subcontract valued at \$500 or more with any person who has been awarded a contract with the governmental body with which the public official or public employee is associated, unless the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the public official or public employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract. Any contract or subcontract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced within 90 days of the making of the contract or subcontract.

B. Conflict of Interest Statements. Consultant covenants and agrees that she has no direct or indirect interest which would conflict in any manner with the performance of services under this Agreement during the term of the Agreement or any extension thereof. Consultant will not engage in any activities which could cause a conflict of interest or the appearance of a conflict of interest with the City of Harrisburg.

9. **Insurance Requirements.** During the entire term of this Agreement Consultant shall be solely responsible to maintain any required insurance coverage required by law that may impact the performance of her services under this Agreement. The City shall not have any obligation to provide insurance coverage to the Consultant. Each party agrees to promptly notify the other in writing if any insurer, surety or agency provides written notice of any actual or alleged insurance obligation for either party related to this Agreement.

10. **Work Product Ownership.** Any plans, drawings, specifications, reports, field notes, calculations, works, ideas, discoveries, inventions, products, or other information, whether or not copyrightable, trade markable, patentable (collectively, the "Work Product") developed in whole or in part by the Consultant in connection with the services provided under this Agreement shall automatically become the exclusive property of the City. No license or conveyance of any such rights to the Consultant is granted or implied under this Agreement. The terms of this Paragraph shall survive termination of this Agreement.

11. **Subcontractors.** Consultant agrees not to subcontract any portion of the services herein without prior written authorization from the Mayor, which authorization shall not be unreasonably withheld.

12. **Assignment.** Consultant shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the Mayor. Such consent shall not be unreasonably withheld. Any assignment consented to by the Mayor shall be evidenced by a written assignment agreement executed by Consultant and the assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

13. **Mercantile License.** If applicable, Consultant shall comply with Chapter 5-715 of the Codified Ordinances of the City of Harrisburg which requires all persons, firms, companies and corporations engaging in business within the City of Harrisburg to obtain a Mercantile License and pay the mercantile tax.

14. **Third Party Beneficiary.** Nothing in this Agreement is intended to

confer third-party beneficiary status on any other person or entity to enforce the terms of this Agreement.

15. Right to Know Law. Consultant acknowledges that City is subject to the Pennsylvania Right to Know Law (65 P.S. §67.101 et seq.). Consultant agrees to assist the City in responding to requests pursuant to the Right to Know Law. Should Consultant deem requested information “Confidential Proprietary Information” pursuant to 65 P.S. § 67.102 Consultant may be required to defend such a designation on appeal to the Pennsylvania Office of Open Records.

16. Recitals. Any recitals are incorporated into the terms of this Agreement as if fully set forth therein.

17. Modifications. Notwithstanding any term or provision herein or elsewhere, no amendment hereto shall be deemed valid or enforceable unless it be in writing and fully executed by the Mayor, City Controller and Mrs. Martin-Roberts, and approved as to form and legality by the Law Bureau.

18. Savings Clause. If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such ruling shall remain in force. This Agreement contains the entire agreement between the Parties and may not be changed or altered except in writing with the signatures of the Parties.

19. Obligations. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors or assigns.

20. Entire Agreement. This Agreement is the entire agreement between Mrs. Martin-Roberts and the City and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between Mrs. Martin-Roberts and the City regarding the subject matter of this Agreement.

21. Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

22. Effective Date. This Agreement shall be effective as of the date of last signature, as evidenced below.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto, by their signature below, do hereby agree and acknowledge to be bound by the terms set forth herein.

THE CITY OF HARRISBURG:

By: _____
Eric Papenfuse, Mayor

Date: _____

By: _____
Charlie DeBrunner, Controller

Date: _____

**APPROVED AS TO
FORM AND LEGALITY:**

By: _____
Neil A. Grover, City Solicitor

Date: _____

CONSULTANT

By: _____
Gloria E. Martin-Roberts
Senior Management Consultant

Date: _____