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# MEMO

**OFFICE**

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

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2020      RESOLUTION NO. -2020

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

  
\_\_\_\_\_  
Deputy City Solicitor

10-9-20  
\_\_\_\_\_  
Date

Requested by Department/Bureau: IT

Department/Bureau Contact Person: S. Portner

For Action on or before:

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

\_\_\_\_\_

Received by: \_\_\_\_\_

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

RESOLUTION NO. \_\_\_\_ - 2020

Moved by: \_\_\_\_\_

A Resolution authorizing the City of Harrisburg to negotiate and enter into a professional services contract with Steve Zimmerman to provide access and service of the City's historical mainframe programming operations and related services in the Bureau of Information Technology.

**WHEREAS**, the City of Harrisburg (the "City") has identified the need for services of a computer professional to assist the City in the Bureau of Information Technology possessed with the requisite experience in the historical mainframe programs and operations of the City; and

**WHEREAS**, the City previously identified and retained Steve Zimmerman, a retiree who previously served as the Director of Information Technology, who has a long-time understanding of those systems and programs utilized by the City for various critical operations and as a professional could assist in minimizing disruptions in necessary reporting and operations required of the Bureau of Information Technology; and

**WHEREAS**, the City intends to enter into a new 1-year agreement with Steve Zimmerman for professional mainframe consulting services that includes mainframe programming operations, programming, reporting and related services for the Bureau of Information Technology, to be paid at a fixed hourly rate, and total contract price not-to-exceed the sum of \$135,000; and

**WHEREAS**, a copy of the professional services contract with Steve Zimmerman is attached as "Exhibit A."

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG**, that the City of Harrisburg is authorized to negotiate and enter into a professional services contract with Steve Zimmerman for mainframe consulting services that includes mainframe programming operations, programming, reporting, and related services for the Bureau of Information Technology.

**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.

Seconded by: \_\_\_\_\_

# **EXHIBIT A**

**PERSONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF HARRISBURG  
AND  
STEVE ZIMMERMAN**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Harrisburg and Steve Zimmerman, an adult individual (hereinafter "Contractor").

**WHEREAS**, the City of Harrisburg requires certain Information Technology (IT) consulting services related to operation and maintenance of a mainframe computer and related systems, including programming assistance, reporting and related tasks.

**WHEREAS**, the parties agree upon the following terms and conditions:

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the parties, intending to be legally bound, hereby agrees as follows:

**1. Description of Services:**

Contractor shall perform the job duties relating to Information Technology on a Part-Time as-needed basis, with a focus on mainframe computer operations, assisting with matters of programming, reporting and related tasks. Contractor agrees to perform work diligently during the term of this agreement so as to complete projects and work assigned to Contractor by the City of Harrisburg but is free to perform such work independently. Contractor may be assigned to work either at the City of Harrisburg Martin Luther King Junior City Government Center or remotely, at the discretion of the Director of Information Technology.

**2. Compensation:**

Contractor shall be compensated at the rate of \$90.00 per hour to be paid in accordance with the Accounts Payable schedule. Contractor shall submit monthly invoices detailing tasks completed and status of projects together with time expended for each. Contractor shall be paid as an independent contractor. The parties anticipate that Contractor will perform services on average 5 hours each day, 5 days each week, with a do-not-exceed total of \$135,000.

**3. Term:**

The term of this Agreement shall be from the latter of January 1, 2020, or the actual date services commence and ceasing December 31, 2020.

**4. Termination:**

Either party may immediately terminate this Agreement at any time, with or without cause, by providing written notice of termination to the other party.

## **5. Relationship of the Parties:**

Contractor expressly warrants that Contractor is an independent contractor and not an employee, and Contractor is responsible for all tax reporting and withholding of all taxes including, but not limited to, federal, state or local taxes, Social Security or other taxes. Contractor agrees to hold the City of Harrisburg harmless from the assessment of any and all taxes due and payable by Contractor arising from compensation received from the City of Harrisburg. As an independent contractor, Contractor is not covered by the City of Harrisburg's worker compensation, unemployment, or other insurance and shall receive no benefits, including but not limited to vacation, sick leave, medical or health insurance, retirement.

## **6. Assignability:**

Contractor shall have the right to assign this Agreement in whole to any successor entity 100% owned and controlled by Contractor with the written consent of the City of Harrisburg.

## **7. Conflict of Interest:**

Contractor covenants and agrees that he has no direct or indirect interest which would conflict in any manner with the performance of services under this Agreement and, during the term of the Agreement or any extension thereof, Contractor 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.

## **8. Standard of Conduct:**

In order to protect the City of Harrisburg's good will, Contractor agrees that Contractor will behave and conduct himself reasonably, prudently, and courtesy and in such a manner so as not to reflect adversely upon the City of Harrisburg and will perform, at all times, faithfully, industriously, and to the best of his ability, experience and talents, perform all duties that may be require of his pursuant to the expressed and implicit terms of this Agreement. Contractor agrees to comply with all statues, regulations and ordinances of the United States, of the Commonwealth of Pennsylvania, and the City of Harrisburg, and all other applicable rules and regulations.

## **9. Non-Discrimination:**

Neither Contractor nor the City of Harrisburg shall discriminate against any person because of age, race, color, gender, religious creed, religion, ancestry, national origin, sexual orientation, or disability.

## **10. Confidentiality:**

Contractor agrees that he shall not divulge, without the consent of the City of Harrisburg, any confidential or proprietary information of the City of Harrisburg and he shall keep confidential any information produced or obtained in the course of the performance of this Agreement except with

the consent of the City of Harrisburg or as required by law. Any material or information developed, prepared, produced or compiled in the course of this Agreement by Contractor shall be owned by the City of Harrisburg, whether written or electronic or any other form.

**11. Interpretation:**

This document constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. Any alterations, variations, modifications, amendments, or additional provisions to this Agreement will be valid only when reduced to writing and signed by the parties hereto. This agreement shall not be assigned, in whole or in part, by Contractor without the expressed written consent of the City of Harrisburg. No duty or responsibility undertaken by Contractor shall be subcontracted or delegated without the express written consent of the City of Harrisburg.

This Agreement shall be constricted and governed pursuant to the laws of the Commonwealth of Pennsylvania and jurisdiction and venue for any dispute hereunder shall be, by agreement between parties, vested solely in the Court of Common Pleas of Dauphin County.

All agreements, provisions, and covenants pertained in this Agreement are severable and in the event that any of the provisions hereof are held to be invalid, this Agreement shall be interpreted as if the invalid term, provision, or covenant was not contained in this Agreement. Delay or failure of the City of Harrisburg to strictly enforce the terms of this Agreement will not bar the City of Harrisburg from any subsequent enforcement of any right, remedy or cause of action. All notices required hereunder shall be considered to be given when delivered in person or sent by United States mail, postage prepaid, addressed to the respective party at his or its last known mailing address.

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers or agents as of the day and year first above written.

CONTRACTOR

CITY OF HARRISBURG

\_\_\_\_\_  
Steve Zimmerman

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Controller

\_\_\_\_\_  
Law Bureau