

RESOLUTION NO. 102 2017

Moved by: Walt Maj

A Resolution authorizing the City of Harrisburg to negotiate and enter into a professional services contract with Mr. George L. Schwarz for transitional vehicle fleet management-related consulting services in the Department of Public Works.

WHEREAS, the City of Harrisburg (the "City") has identified the need for services of a professional to assist the City in the management of its vehicle fleet for a transitional period of time in light of a recent vacancy in the Department of Public Works; and

WHEREAS, the City has identified a City retiree, Mr. George L. Schwarz, who had previously served as Bureau Director for Vehicle Management and has the knowledge and skills to assist in the management of the vehicle fleet on a limited basis for a transitional period of time; and

WHEREAS, Mr. Schwarz has a long-time understanding of the intricacies of managing the vehicle fleet and associated equipment for the City of Harrisburg and can assist in minimizing any disruptions in the operations of the vehicle fleet; and

WHEREAS, a copy of Mr. Schwarz's credentials are attached and incorporated as "Exhibit A;" and

WHEREAS, the City intends to enter into an agreement for transitional vehicle fleet management-related consulting services in the Department of Public Works with Mr. George Schwarz; and

WHEREAS, a copy of the proposed professional services contract with Mr. Schwarz is attached as "Exhibit B."

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the City is authorized to negotiate and enter into a professional services contract with Mr. George L. Schwarz for transitional vehicle fleet management-related services in the Department of Public Works.

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: [Signature]

YEAS		NAYS
	MR. ALLATT	
	MS. GREEN	
	MS. HODGES	
	MR. JOHNSON	
	MR. MADSEN	
	MR. MAJORS	
	MS. WILLIAMS	
Yeas	7	
Nays	0	

YEAS		NAYS
Yeas		
Nays		

Passed by City Council October 24, 2017

Wanda R. Williams

President of City Council

Attest

[Signature]

City Clerk

Approved

Returned to City Council with objections

Exhibit A

George L. Schwarz

[REDACTED] Harrisburg, PA (residence)

[REDACTED] (mailing address)

Hershey, Pennsylvania
[REDACTED]

My background is all government (since 1970) with fleets managed ranging from PA State Police (twenty years, retired Division Director) having over 3500 units, to managing the Harrisburg City's fleet (twenty years, retired Bureau Director) having over 400 units. Neither of the fleets I managed were 100% "police" vehicles. While some fleets had many more "Police Units", all also included undercover vehicles, motorcycles, semi-trucks, trucks, buses and various other covert / support equipment of different design(s), model(s) and manufacturer(s). In addition, the City's also includes medium / heavy duty, and off-road type, equipment. During off hours, I have instructed courses in Fleet Management for the PA Association of Township Supervisors and have assisted Ford Motor Company as a Police Interceptor Support Specialist.

My education, certification(s) and licensing are diverse beginning with three years of formal school in Technical & Mechanical Training, ASE Certifications, Commercial Driver's License (with all PA & Federal endorsements, to include Tanker and Hazardous-Materials), together with all other Commonwealth licenses necessary to perform Safety & Emission State Inspections to all vehicles (including school buses) registered in the Commonwealth of PA. Harrisburg Community College Business Management together with over 300 hours of formal senior management training programs as offered by the Commonwealth and City. Certification received and currently a "Certified Public Fleet Professional" (CPFP) by the American Public Works Association.

I have received numerous Pennsylvania State Police and City Commendations, Special Service and Recognition Awards. A few of these awards include, but are not limited to receiving, from NAFA, the "2002 Larry Goill Award", receiving from PA Governor Edward Rendell the "2004 Government Excellence Award", and in 2005 the "Professional Fleet Manager of the Year Award" by the American Public Works Association.

I am often called by other government entities, peers, professional acquaintances, friends and family alike for assistance, information, ideas, thoughts, and problem solution recommendations. I am always willing to help others with suggestions, direction and problem remediation ideas by sharing any / all my knowledge and abilities. Many professional organizations have requested that I speak or make presentations at their events.

I am and have been a loyal, active, National Association of Fleet Administrators (NAFA) member for over thirty-seven years (closer to thirty-eight). Since joining NAFA in 1978, I attended all NAFA Law Enforcement Group (LEG) / Fleet Management Institute (FMI) Conferences, the Michigan State Police Testing Program (since 1978), and all Police Fleet Expos since inception in 2005. My name is definitely synonymous with and / or can be easily associated with Fleet / "Law Enforcement Vehicles and Equipment". I have served on the NAFA Law Enforcement Group since the early 2000's and as the Law Enforcement Group Chair for the 2011-2012 terms. I served as the President (2004 - 2015) for the Capital Area "Branch", American Public Works Association. I am currently the Chair of the Fleet Services Committee, the Fleet Liaison and serve (for the past 10 years) on the Board of Directors for the Central PA "Chapter" of the American Public Works Association. I served, for six years, on the Ford Police Vehicle Advisory Board working with the manufacturer's Research & Development Department and Engineers to plan, engineer, and design the most current Ford Police Sedan and Utility Interceptors.

During my tenure with Harrisburg City, I was the originator / administrator, for the PACC (PA Capital City Vehicle and Equipment Contract. This government "Procurement Program" grew in popularity since it's inception in mid-November 1999, until going dark in October 2009 and with my retirement from the City. The purchase volume of this government cooperative procurement contract is estimated to have exceeded \$450 million and known to be utilized by government entities in eight states, and Washington DC, for the purchase of vehicles / equipment. The "documented" governmental savings from the program exceeded 5 million dollars.

In fact, the Commonwealth of PA, Homeland Security Teams, and other Federal Agencies have also used the program, several times, for the purchase of vehicular equipment necessary for their operations. The PACC purchasing program resulted in the Commonwealth of Pennsylvania to reassess, and change, the methodology of their competitive bid processes for vehicles, equipment and up-fitting. After their review, the Commonwealth realigned the State's bid processes / format to resemble that of the methodology and methods utilized in the PACC Procurement Program.

Not related to my fleet profession, I own and operate ASE Storage of Hershey and the owner of rental properties in Central Pennsylvania and North Myrtle Beach, South Carolina. I retain many certifications (one of the latest / proudest as being certified to be a PA Magisterial District Justice) and have a very active private / personal side that can be associated with community involvement and many non-profit organizations. I chaired (2004 - 2007) a Masonic organization having, over 2500 members. Active in numerous charitable fund raising efforts and have I received multiple awards for special service "over and above" from the Muscular Dystrophy Association. I am a licensed private aircraft pilot and enjoy playing golf (that is when I am having a good day and can hit the ball).

INSTRUCTOR, PENNSYLVANIA STATE ASSOCIATION of TOWNSHIP SUPERVISORS

Instruct classes (part time , as needed) on all facets of Fleet Management

2/88 to PRESENT

PROPRIETOR

ASE STORAGE OF HERSHEY PA

Responsible in total for the operations of a small business

10/89 – 10/2009

BUREAU DIRECTOR, VEHICLE MANAGEMENT

(Retired)

HARRISBURG CITY, HARRISBURG, PA

Responsible for total Bureau operations....Management of a 400 plus unit fleet ranging from police, fire, administrative vehicles to heavy duty, on and off road vehicles and equipment Budget, specify, purchase, and distribution of all City's rolling inventory. Responsible for a central repair facility with mechanical, sheet metal and fabrication divisions Responsible for vendor contracts for necessary commodities, supplies and services...Maintains an alternate / flex fuel program.....Administer the City's surplus program.....Responsible for a multi site / customer fuels management programOversee and administer automated fleet management program Develops fleet operational policies Coordinate "Big Three" manufacturer's in-house warranty programs Administers related grant / grant application program.... Manage a multi state, multi million dollar procurement program.....Maintains the Bureau safety, personnel and facility program Operations budget responsibility of \$3.1 to \$3.25 million dollars (less capitol allocations).

5/70 to 12/89

(Retired)

DIVISION DIRECTOR, TRANSPORTATION

COMMONWEALTH OF PENNSYLVANIA, PA STATE POLICE

Statewide administration of the Department's 3400 - 3700 unit owned/leased fleet comprised of sedans, trucks, motorcycles, and buses Responsible for the overall planning, directing, development and evaluation of the department's fleet including budgeting \$16 million plus for capital specifying, purchasing, and distribution..... Develop operational policy..... Administer all supporting statewide vendor contracts. Responsible for central and multi location regional in-house repair facilities..... Co-ordinate statewide credit card program..... Review and recommend legislation which impacts the Commonwealth's Motor Vehicle Code and State Inspection Program..... Administer statewide in-house warranty program for all manufacturers..... Maintain automated reporting programs..... Responsible for statewide distribution and control of associated supplies and commodities Responsible for safety, personnel, and facilities management programs..... Budget responsibility 7.5 to 8 million dollars less capital appropriations.

EDUCATION

CENTRAL DAUPHIN HIGH SCHOOL,..... HARRISBURG, PA,..... 12 YEARS, GRADUATE / WITH HONORS, AUTOMOTIVE TECHNOLOGY, MAJOR.....

HARRISBURG AREA COMMUNITY COLLEGE..... 3.0 AVERAGE... BUSINESS MANAGEMENT, MAJOR.....

COMMONWEALTH OF PENNSYLVANIA... 300 HOURS... SENIOR MANAGEMENT COURSES.....

CERTIFIED PENNSYLVANIA STATE SAFETY INSPECTION LICENSE (class 4, all PA registered vehicles, including school buses).....

CERTIFIED PENNSYLVANIA STATE EMISSIONS INSPECTION LICENSE.....

CERTIFIED AS "CERTIFIED PUBLIC FLEET PROFESSIONAL" BY THE AMERICAN PUBLIC WORKS ASSOCIATION.....

ASE CERTIFICATIONS

COMMERCIAL OPERATOR'S LICENSE, CLASS A/M WITH P, T, and X ENDORSEMENTS (all vehicles regardless of size or type, Tanker and Hazardous-Materials included).....

LICENSED AIRCRAFT PILOT.....

CERTIFIED FOR MAGISTERIAL DISTRICT JUSTICE, COMMONWEALTH of PENNSYLVANIA

AFFILIATIONS

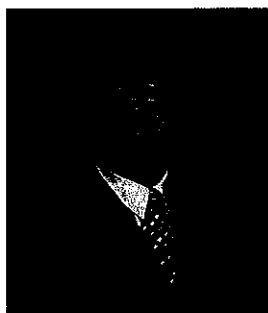
American Public Works Association (APWA)

National Association of Fleet Administrators (NAFA)

HONORS

- 1970 – 1989, Numerous Letters of Commendation and Special Service Awards during PA State Police tenure:
- 1992 - Mayor's Certificate of Commendation (for service "Over and Above")
- 1993 - Mayor's Award for "Special Services"
- 1995 - Certificate of Commendation (for service "Over and Above")
- 1999 / 2010, Originator, PACC (PA Capital City) Automotive and Equipment Procurement Contract
- 2000 - Mayor's "Award of Merit / National Accreditation"
- 2001 - Nominated "Municipal Leader of the Year"
- 2002 - Nominated "Public Official of the Year"
- 2002 - Recipient National Association of Fleet Administrator's "2002 Larry Goill Award" (NAFA)
- 2003 / Current, Appointment to the NAFA Law Enforcement / Public Safety Committee (NAFA)
- 2004 - Recipient "PA Governor's Award for Governmental Excellence / Intergovernmental Cooperation"
- 2004 / 2014 President, Central PA Branch, American Public Works Association (APWA)
- 2005 - Named National Fleet Manager of the Year, American Public Works Association (APWA)
- 2006 / 2012 Appointed to Ford Motor Company's Police Advisory Board
- 2006 / Current, Appointed as Fleet Services / Fleet Liaisons for Central PA Chapter APWA
- 2007 / Current, Certified Public Fleet Professional (CPFP) by American Public Works Association (APWA)
- 2008 - 2010 Appointment, Vice Chair the NAFA Law Enforcement / Public Safety Committee (NAFA)
- 2009 - Nominated by the publication Government Fleet for "Public Sector Fleet Manager of the Year"
- 2010 / 2012, Appointment, Chair of the Public Safety / Law Enforcement Group (NAFA)
- 2011 Muscular Dystrophy Association Award for Service Over and Above
- 2014 / Current, Serving on Board of Directors Capitol Area Branch American Public Works Association
- 2014 / Current, Serving on the Board of Directors Central PA Chapter American Public Works Association
- 2016 / Current, Certified for Magisterial District Justice, Commonwealth of Pennsylvania

Thank you for your consideration. I am;



George L. Schwarz

George L. Schwarz, CPFP

Exhibit B

**PERSONAL SERVICES AGREEMENT
BETWEEN
CITY OF HARRISBURG
AND
GEORGE L. SCHWARZ**

THIS AGREEMENT is made this ____ day of _____, 2017, by and between the City of Harrisburg and George L. Schwarz, an adult individual (hereinafter "Contractor").

WHEREAS, the City of Harrisburg requires certain management services related to the operation of fleet vehicles at the City's Department of Public Works.

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 Fleet Management on a part-time as-needed basis, with a focus on managing the operation of fleet vehicles at the Department of Public Works. 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.

2. Compensation:

Contractor shall be compensated at the rate of seventy-five dollars (\$75.00) 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 agree that Contractor will perform a maximum of twenty to thirty (20-30) hours of work per week, but anticipate in most cases it will be three to eight (3-8) hours per week, with a do-not-exceed total of twenty-five thousand dollars (\$25,000.00).

3. Term:

The term of this Agreement shall be from the date the last party hereto signs the Agreement, as indicated by the date next to that party's signature following approval of City Counsel and shall cease one hundred (100) work days therefrom, with an option to extend or renew the Agreement as deemed necessary by the City.

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. 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.

7. 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.

8. 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.

9. 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.

10. 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

George L. Schwarz

Mayor

Controller

Law Bureau

INTER

OFFICE

MEMO

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

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2017 RESOLUTION NO. ¹⁰²-2017

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

Rebecca K. Hummel
Assistant City Solicitor


10-6-17
Date

Requested by Department/Bureau: Public Works

Department/Bureau Contact Person: Aaron Johnson

For Action on or before:

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

Received by: 

Date: 10-10-17