

RESOLUTION NO. 66 - 2019

Moved by: Shawnae D. Davis

A Resolution authorizing the City to negotiate and enter into a professional services agreement with Melissa Snyder for the purpose of serving as the event coordinator for the Artsfest of Greater Harrisburg for 2020.

**WHEREAS**, the City of Harrisburg ("City") desires that the Artsfest of Greater Harrisburg continue to occur; and

**WHEREAS**, Melissa Snyder has the requisite expertise and experience to ensure the existence and success of the Artsfest; and

**WHEREAS**, the City desires to negotiate and enter into an agreement with Melissa Snyder for the abovementioned purposes; and

**WHEREAS**, a copy of the proposed professional services agreement is attached hereto as Exhibit "A" which will substantially reflect the form of the final agreement; and

**WHEREAS**, the total cost of the contract shall not exceed ten thousand dollars (\$10,000.00).

**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 agreement with Melissa Snyder.

**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 [Signature]

Passed by City Council October 8, 2019

Wanda R. D. Williams

President of City Council

Attest [Signature]

City Clerk

- Approved
- Returned to City Council with objections

| YEAS                    | NAYS    |
|-------------------------|---------|
| <del>MR. ALLATT</del>   |         |
| <del>MS. BOWERS</del>   |         |
| <del>MS. DANIELS</del>  | Excused |
| <del>MS. GREEN</del>    |         |
| <del>MR. MADSEN</del>   |         |
| <del>MR. MAJORS</del>   |         |
| <del>MS. WILLIAMS</del> |         |

Yeas 6  
Nays 0

# EXHIBIT A

## CITY OF HARRISBURG PROFESSIONAL SERVICES AGREEMENT

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**THIS AGREEMENT** is made at Harrisburg, Pennsylvania, by and between the **CITY OF HARRISBURG**, a municipal corporation ("CITY"), and Melissa Snyder ("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and the Proposal for Consolidated Planning Consulting Services which is attached hereto as "Exhibit A," and the City of Harrisburg Standard Terms and Conditions. If a conflict exists between these documents the language of this Agreement shall take precedence over any other.
2. **Term.** This Agreement shall become effective on the date the last party hereto signs the Agreement, as indicated by the date next to that party's signature ("Effective Date"). This Agreement shall terminate on July 1, 2020.
3. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A for projects as determined and confirmed with the City's representative. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services:
  - (1) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A ;
  - (2) CONTRACTOR estimates the additional compensation required for these additional services; and
  - (3) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the authorized City Officials or the City authorized designees, or by the Harrisburg City Council.
4. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement as is defined on the fee schedule submitted by CONTRACTOR or as specified in the solicitation documents. The payments specified in Exhibit A shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 3, above, CITY approves additional compensation for additional services.

A Purchase Order Number and Notice to Proceed issued by the CITY is required prior to commencing work. The Purchase Order date (order date) is required to precede the invoice or application for payment for checks to be issued. **Submission of invoicing or payment applications prior to receipt of a Purchase Order will result in severe payment processing delays or non-payment of services, without liability upon the CITY.** If the CONTRACTOR has not received payment within (45) calendar days of CITY'S receipt of invoicing or application of payment, the CONTRACTOR may assess interest on the undisputed portions of invoicing or payment applications computed at the rate of one-half of one percent per month (6% per annum).
5. **Facilities and Equipment.** CONTRACTOR shall, at its sole cost and expense, furnish all facilities, labor, tools, materials and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement.
6. **Changed Conditions.** CONTRACTOR has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by CITY or known to CONTRACTOR about

the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this Agreement. Occurrences or discoveries that were not originally contemplated by or known to CONTRACTOR shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If CONTRACTOR should request an adjustment to this Agreement, CONTRACTOR shall identify the changed conditions and the CITY shall promptly and in good faith enter into a renegotiation of the Agreement. If CITY refuses to renegotiate, CONTRACTOR may terminate this Agreement.

7. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
8. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.
9. **Hazardous Materials.** CONTRACTOR'S scope of services does not include any services related to asbestos or hazardous or toxic materials. CONTRACTOR shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event CONTRACTOR or any other party encounters asbestos or hazardous or toxic materials at the site, or should become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of CONTRACTOR'S services, CONTRACTOR may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials and warrant that the site is in full compliance with applicable laws and regulations.
10. **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 CONTRACTOR shall act in the capacity of an independent CONTRACTOR with respect to the CITY. The CONTRACTOR shall not be, nor represent himself or herself as being, an employee or agent of the CITY, and shall not be, nor represent himself or herself as being authorized to bind the CITY. The CONTRACTOR 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 CONTRACTOR. The CONTRACTOR shall be solely responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to workers' compensation insurance and CONTRACTOR 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 CONTRACTOR.
11. **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 CONTRACTOR in connection with the Services shall automatically become the exclusive property of the CITY. No license or conveyance of any such rights to the CONTRACTOR is granted or implied under this Agreement. CONTRACTOR, without further consideration, agrees to sign all documents necessary to confirm or perfect the exclusive ownership of the CITY to the Work Product. The terms of this Paragraph shall survive termination of this Agreement.

12. **Warranty.** CONTRACTOR warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for a particular purpose.
13. **Publicity.** Neither CONTRACTOR nor any SUBCONTRACTOR shall use the name of the CITY of Harrisburg, publish any information contained in or derived from the CITY's records, or quote the opinion of any CITY employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the CITY. The terms of this Paragraph shall survive termination of this Agreement.
14. **WBE/MBE/DBE Solicitation.** The City of Harrisburg, in its efforts to promote minority and women owned business (WBE/MBE) participation in CITY contracts, has established guidelines and goals for the purchase of goods and services. The criteria for such purchases are set forth in Chapter 2-901 of the Codified Ordinance or if applicable the Affirmative Action Cooperation Plan (AACP), Chapter 2-903. CONTRACTOR must submit all applicable business certifications and the City of Harrisburg Good Faith Effort Form when subcontractors are solicited for this work.
15. **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.** 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.
16. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in

connection with this Agreement.

A Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO Commercial General Liability (CGL) insurance on Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, advertising injury and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence/\$2,000,000 aggregate. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) combined single limit per accident. The policy shall provide coverage for owned, non- owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.
- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000) per accident/\$1,000,000 disease policy limit/\$1,000,000 disease each employee.
- (5) Professional Liability Insurance covering negligent acts, errors, and omissions associated with CONTRACTOR'S work, with a limit of at least one million dollars (\$1,000,000.00) per claim.

B Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors under Endorsement CG 20 10 10 01 Additional Insured Owners, Lessees, or Contractors – Scheduled Person or Organization and CG 20 37 10 01 Additional Insured Owners, Lessees, or Contractors – Completed Operations or their equivalents.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability under Endorsement CA 20 48 02 99 - Designated Insured or its equivalent.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary and noncontributory insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.
- (5) Contractor's Automobile Liability, Commercial General Liability and Workers Compensation policies shall contain waiver subrogation provisions in favor of the CITY, its officials, employees and volunteers.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A: VIII. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required prior to execution of this Agreement. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit E. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Harrisburg  
c/o Office of Purchasing  
10 North 2<sup>nd</sup> Street, Suite 302A  
Harrisburg, PA 17101  
[purchasing@harrisburgpa.gov](mailto:purchasing@harrisburgpa.gov)

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of

this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

17. **Indemnification.** CONTRACTOR agrees to indemnify, hold harmless, and defend CITY and its agents, employees, directors, and elected and appointed officials from and against any and all claims (including Worker's Compensation Claims), damages, losses and expenses, including but not limited to court costs and reasonable attorneys' fees, for which CITY may be held liable of whatsoever kind or nature, including but not limited to injury (including death) to any person including the CITY's employees and damages to any property of whatsoever kind or nature, arising out of or in any manner connected with the services to be performed under this Agreement by CONTRACTOR, its subcontractor, or any individual or legal entity working on behalf of or under CONTRACTOR's supervision or in any way connected with the use, misuse, maintenance, operation, or failure of any machinery or equipment (regardless of whether such machinery or equipment was furnished, rented, or loaned by CITY), whether due in whole or part to any act, omission, or negligence of CONTRACTOR, its subcontractor, or any individual or legal entity working on behalf of or under CONTRACTOR's supervision. CONTRACTOR shall not be responsible for any claims, damages, losses or expenses arising out of the CITY's negligence.
18. **Limitation of Liability.** Neither CITY nor CONTRACTOR shall be liable for any indirect, incidental, consequential, special or exemplary damages, whether in an action of contract, negligence, strict liability or other tortious action, arising out of this Agreement. Both Parties recognize that this Agreement reflects a reasonable allocation of risks and that such allocation is a significant inducement to provide the services described in this Agreement to the CITY.
19. **Subcontractors.** CONTRACTOR agrees to not subcontract any portion of the Services without prior authorization from the CITY, which authorization shall not be unreasonably withheld. CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in Section 11, above.
20. **Assignment.** CONTRACTOR shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the CITY. Such consent shall not be unreasonably withheld. Any assignment consented to by the CITY shall be evidenced by a written assignment agreement executed by CONTRACTOR and its 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.
21. **Mercantile License.** If applicable, CONTRACTOR 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.
22. **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.
23. **Employee Liability.** CITY and CONTRACTOR agree that any claim made by either party arising out of any act or omission of any officer, director, or employee in the execution or performance of this Agreement shall be made against CITY or CONTRACTOR, as the case may be, and not against such officer, director or employee.



24. **Right to Know Law.** CONTRACTOR acknowledges that CITY is subject to the Pennsylvania Right to Know Law (65 P.S. §67.101 *et seq.*) CONTRACTOR agrees to assist the CITY in responding to requests pursuant to the Right to Know Law. Should CONTRACTOR deem requested information "Confidential Proprietary Information" pursuant to 65 P.S. § 67.102 CONTRACTOR may be required to defend such a designation on appeal to the Pennsylvania Office of Open Records.
25. **Recitals.** Any recitals are incorporated into the terms of this Agreement as if fully set forth therein.
26. **Entire Agreement.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of the Agreement shall be deemed effective unless in writing and signed by the parties hereto.
27. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
28. **Early Termination.**
- a. **Termination for Convenience.** The CITY shall have the right to suspend or terminate this Agreement and/or a Purchase Order (without penalty) for its convenience at any time without cause and **with (30) days** advance written notice to CONTRACTOR.
  - b. **Termination for Loss of Grant Funds.** If all or any portion of CITY'S payment obligations under this Agreement are grant funded (whether via a private, local government, state and/or federal grant program or any combination thereof), the CITY shall have the right to suspend or terminate this Agreement and/or a Purchase Order (without penalty) with immediate effect by written notice to CONTRACTOR due to expiration, suspension or termination of the grant program(s).
  - c. **Termination for Non-Appropriation of Funds.** The CITY's obligation to make payments during any CITY fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (CITY, State and/or Federal) are not appropriated or otherwise made available to support continuation of performance of this Agreement in a subsequent fiscal period, the CITY shall have the right to terminate this Agreement and/or a Purchase Order (without penalty) with immediate effect by written notice to CONTRACTOR.
  - d. **Termination for Cause.** The CITY and CONTRACTOR shall have the right to suspend or terminate this Agreement and/or a Purchase Order with immediate effect for cause due to either party's breach of any of the terms and conditions of this Agreement or CONTRACTOR'S bankruptcy or insolvency.

In the event of Early Termination pursuant to this Paragraph:

- a. **CONTRACTOR** shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product prepared in connection with this Agreement.
- b. **CITY** shall pay **CONTRACTOR** the reasonable value of Services satisfactorily rendered by **CONTRACTOR** prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by **CONTRACTOR** had the Agreement not been terminated or had **CONTRACTOR** completed the Services required by this Agreement. In this regard, **CONTRACTOR** shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to

determine the reasonable value of the Services satisfactorily rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

29. **Delay/Force Majeur.** Neither CITY nor CONTRACTOR shall be liable for any delays resulting from acts of God, acts of third parties, orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions or officials, or any civil or military authority, equipment failures, strikes, severe weather conditions, fires, riots, wars, earthquakes, equipment or facility shortages or any other causes beyond its reasonable control.
30. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
31. **Survival of Terms.** The terms and conditions of this Agreement that by their sense and context are intended to survive termination hereof shall so survive, including without limitation the sections relating to indemnification.
32. **Applicable Law & Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions thereof. Each party hereto consents to the exclusive jurisdiction of the state courts of Pennsylvania situated in the County of Dauphin, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania for any litigation that may arise out of this Agreement and each party hereto waives any objection based on *forum non conveniens* or any other objection to such venue. The United Nations Convention on Contracts for Sale of Goods shall not apply.

**SIGNATURE SHEET**

**CITY OF HARRISBURG – [VENDOR]**

**PROFESSIONAL SERVICES AGREEMENT**

**THE CITY OF HARRISBURG:**

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

Eric Papenfuse, Mayor

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

Charlie DeBrunner, Controller

**APPROVED AS TO FORM AND LEGALITY:**

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

Isaac S. Gaylord, Assistant City Solicitor

**[VENDOR]:**

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

[VENDOR]

*The City of Harrisburg is governed under Pennsylvania’s Optional Third Class City Law Charter, 53 P.S. § 41101, et seq. Section 53 P.S. § 41413(c) of the law requires that “all bonds, notes, contracts and written obligations of the city shall be executed on its behalf by the mayor and the controller.”*

# **EXHIBIT A**

# Artsfest Contract

## Event Management

- Develop timelines including set up, entertainment schedules, road closures, etc.
- Coordinate PennDot road closure applications with the Traffic Manager.
- Coordinate and staff the festival information tent to include giveaways, City information and festival resources.
- Develop operations maps for each event detailing the space allotted for each vendor and event components (stage, portable restrooms, tables, etc.)
- Coordinate all logistical needs with various City departments to include Police, Fire, Public Works, Parks Maintenance, Traffic, Parks & Recreation, etc.
- Work with vendors to coordinate all event needs such as tenting, portable restrooms, lighting, staging, entertainment, golf carts, tables/chairs, EMS, etc.
- Develop and create signage to be posted on-site at the event.
- Provide status updates including vendor registration, sponsorship development, marketing, etc. on a weekly basis September – January. Brief face-to-face meetings will occur weekly from January through the conclusion of the event.
- Recruit and train volunteer groups to assist at the event for set-up and throughout the event.
- Troubleshoot any issues that may arise during set-up and throughout the event, such as removing unlicensed vendors and providing directions to vendors unable to navigate to the event site.
- Serve as the POC at event

## Budget & Purchasing

- Evaluate the cost effectiveness of policies and procedures to streamline event expenses and workflow
- Manage expenditures and revenues
  - Expenditures may not exceed amount in approved City budget.
  - All purchases must be reviewed by the City events department
  - Purchases must meet city purchasing guidelines and will be entered for approval and check submission by the City event department.

## Sponsorship Management

- Solicit sponsorship dollars necessary for fully funding the event. Revenue must meet amount in approved City budget.
- Develop and maintain relationships with corporations, businesses, foundations, private groups and individuals for both in-kind donations and financial contributions in coordination with City staff to ensure there is no overlap or multiple solicitations.
- Sponsorship fulfillment of benefits for each event to include signage at the event, promotional speaking opportunities, vendor spaces, etc.

## Vendor Management

- Solicit vendors to attend and continually update the vendor database.

- Assist prospective and participating event vendors with all questions related to vendor forms, licensing, insurance, logistical details and more.
- Manage vendor registration, including tracking of vendor applications, space requirements, status of required fees and paperwork and other set-up needs.
- Develop detailed vendor communication materials, such as information documents and text message notifications, to create a seamless set-up and event process for all vendors.
- Communicate with Licensing and Health Safety to ensure all vendors obtain the required licenses and permits.

### Marketing & Public Relations

- Develop a robust marketing plan to attract residents and regional tourists. Marketing plan materials may include billboards, radio, cinema, printed and digital publications, signage, digital signage, poster and postcard distribution, public facing event maps, food guides and more.
- Working with the social media manager, establish a social media plan for the development and continued engagement on social platforms to drive attendance.
- Coordinate and provide creative direction on the development of graphic design pieces for event promotion.
- Coordinate press opportunities including the writing of press releases, press conferences and speaker scripts.
- Work with City businesses, sponsors and vendors to distribute marketing materials for promotion.
- Handle press requests for interviews as needed in conjunction with the Communications team.
- Establish relations for in-kind marketing opportunities and trades.
- Coordinate with IT the content, graphics and information on the event pages of the City website.
- Proofread and edit marketing materials, press releases, bid proposals and other documents.

### Administrative

- All vendors must provide payment via check or cash per the City's Treasury capabilities.
  - The City events team will process all vendor and sponsor checks by creating receipts, storing electronic files of all payments and submitting to Treasury.
- Process invoices following the policies outlined by Accounting.
- Procurement of vendors for materials, equipment and supplies. Enter requisitions for large purchases and/or purchase orders such as entertainment and amusements.
- Collect a certificate of insurance listing the City of Harrisburg as additional insured for each vendor
- Working with IT, develop a Google drive or other data sharing system so that the City team has access to all updated event files at all times.

### Rates & Fees:

#### Estimated Number of Hours per Month:

- September – 10 hours
- October/November – 20 hours
- January – March – 30 hours
- April – 30 hours
- May – 110 hours (including 3 days on-site at Artsfest)

TOTAL HOURS - 200

RATE - \$50.00/HOUR

TOTAL CONSULTING FEE: \$10,000

Fee includes:

- Plan, implement and manage the responsibilities listed within the contract to include:
  - Printing (contracts/artist information) & supply costs
  - Postage/Mailing of all contracts
  - Mileage

**INTER**

**OFFICE**

# MEMO

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

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2019      RESOLUTION NO. <sup>66</sup>-2019

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

  
Assistant City Solicitor


9-12-19  
Date

Requested by Department/Bureau: Mayor

Department/Bureau Contact Person: Megan Roby

For Action on or before:

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

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

Date: 9-12-19