

**PROFESSIONAL SERVICE AGREEMENT
STRATEGIC PLANNING, MANAGEMENT & PUBLIC POLICY DEVELOPMENT
FOR THE BUSINESS ADMINISTRATION DEPARTMENT
CITY OF YORK**

This Professional Services Contract (“Contract”), effective as of April 21, 2014 (“Effective Date”), is made by and between the City of York, a city of the third class operating under Pennsylvania law and located at 101 South George Street, York, PA 17401 (“Client”), and Michael Johnson, an independent contractor located at 147 Merion Road, York, PA 17403 (“Contractor”).

Client desires to engage contract to provide strategic oversight, management and public policy development for the City of York Business Administration Department (“Department”).

In consideration herein, Client and Contractor, and, collectively, (“the Parties”), intending to be legally bound, agree as follows:

1.) **RESPONSIBILITIES OF CONTRACTOR.** Using his best skills and due diligence, Contractor will deliver quality professional services, including the but not limited to the following services:

- Provide additional supervisory and management responsibilities to the Department.
- Contractor will coordinate with city staff to ensure stable oversight and management of city finances.
- Establish, facilitate and implement a Search and Recruitment Committee to obtain qualified and capable candidates to fill the vacant City of York Business Administrator position. Contractor will establish a search committee comprised of City staff, human resource bureau representative, and members of the public with experience and skills relevant to the position. Contractor will seek prior approval of all search committee appointees by the Mayor. Contractor will meet regularly and follow City of York employment process, as set forth by Human Resource Bureau.
- Contractor will coordinate and oversee consideration, evaluation and possible negotiation of Inter-Municipal Sewer Agreements. Contractor may negotiate on behalf of Client with consideration and approval by Mayor. This may include drafting of Memorandums of Agreement, Memorandums of Understanding, contracts, or other documents memorializing agreements to advance negotiation.
- Contractor will coordinate and oversee consideration, evaluation and possible negotiation of the City of York and City of York General Authority Management Agreement. Contractor may negotiate on behalf of Client with consideration and approval by Mayor. This may include drafting of Memorandums of Agreement, Memorandums of Understanding, contracts, or other documents memorializing agreements to advance negotiation.
- Contractor will coordinate with representatives of PA Department of Community & Economic Development (PA DCED) for any and all matters related to the City of York/Commonwealth Early Intervention Process (EIP). EIP is process by which the Commonwealth PA DCED has designated the City of York as “financially distressed”.
- Contractor will coordinate with city staff and Mayor to conduct municipal asset and facility review.
- Contractor will coordinate with city staff and Mayor to conduct any inter-municipal discussions for cost-sharing, bulk purchasing, service provision, otherwise known as regionalization.

- Contractor will develop appropriate regular and special purpose Management Information Reporting for distribution to Mayor and City Council.
 - Contractor shall not authorize any obligation, financial or in-kind, or enter any covenant on behalf of Client without prior written approval by the Mayor.
 - Other duties as assigned and mutually agreed upon by the Parties.
- 2.) **TOTAL COSTS.** Contractor shall be paid based on a rate of seventy five (\$75.00) dollars per hour and Contractor shall be responsible for submitting timely invoices to the appropriate personnel on a monthly basis. Contractor shall not exceed in total \$42,000.00, an amount equaling seven thousand five hundred (\$7,500) dollars per month.
- 3.) **PAYMENT SCHEDULE.** Client shall pay Contractor, pending receipt of his bill for services rendered, within 30 days of receiving an invoice and work summary for that billing period's work.
- 4.) **INDEPENDENT CONTRACTOR.** Contractor shall, at all times, remain an independent contractor, and he shall be responsible for his own taxes and social security withholdings, work place and work equipment, and travel and travel-related costs, even when they pertain to Client work. Client may be provided adequate work space and traditional work equipment, i.e. computer, telephone, printer; if so desired and agreed upon by the Mayor. Contractor shall not be eligible for health insurance costs, including vision, dental, doctor visits, or pharmaceuticals, or tax withholdings, or other services, amenities, or reimbursements entitled to full-time or part-time employees of the City of York, unless otherwise stated herein. He also shall hold the City of York harmless for any work-related injury or harm. Reimbursements for any work-related meals also are strictly prohibited under this contract. Contractor shall be reimbursed for services only if he receives prior written approval from the Mayor, and only upon submittal of an appropriate receipt memorializing such transaction.
- 5.) **SUPERVISORS.** Mayor Bracey, her directors, and her assignees shall make best faith efforts to provide all necessary information and communication to Contractor to fulfill the services of this Agreement.
- 6.) **DURATION.** This contract shall be in effect from April 21, 2014 until December 31, 2014, at which time this contract may be renewed upon mutual consent of the Parties. Either Party may cancel at any time given a ten (10) day written notification to the Parties.
- 7.) **TERMINATION.** This contract may be terminated by either Party at any time throughout the duration. Termination notice must be submitted to the other Party in writing and given a ten (10) day notification of termination.
- 8.) **GOVERNING LAW.** This contract shall be governed by the laws of Pennsylvania applicable to contracts made and to be performed entirely within such jurisdiction and without giving effect to its choice or conflict of law rules or principles.
- 9.) **ENTIRE AGREEMENT AND MODIFICATIONS.** This Contract constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior verbal and written agreements. There will be no amendment, modification or waiver of any of the terms and conditions hereof unless in writing and executed by both Parties. Any prior verbal and/or written agreements and proposals are not considered a part of this Contract.
- 10.) **CONTACTS AND NOTICES.** Mayor C. Kim Bracey and/or her assignees will work with the Contractor, reviewing, approving, and accepting the Contractor's provision of services and ensuring the overall execution of the terms of this Contract.

11.) **ACCEPTANCE OF AGREEMENT.** The above costs, specifications and conditions are hereby accepted. The Contractor is authorized to execute the services as outlined in this agreement. Payments will be made at least within 30-days of an invoice being received to the Mayor's Office.

The parties, acting through their duly authorized officers, have executed this Contract.

C. Kim Bracey, Mayor

Dianna Thompson, City Clerk

 4/21/14
SIGNATURE DATE

 4/23/14
SIGNATURE DATE

Robert Lambert, Controller

 4/23/14
SIGNATURE DATE

Michael Johnson, Contractor

 4/21/14
SIGNATURE DATE

