

MUNICIPALITY OF NORRISTOWN
A HOME RULE MUNICIPALITY
MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 21-96 of 2021

A RESOLUTION OF THE COUNCIL OF THE MUNICIPALITY OF NORRISTOWN APPROVING A ONE YEAR AGREEMENT WITH THE RIGHT TO EXTEND WITH TRACIE HENRY FOR CONSULTING / SPECIAL EVENT COORDINATION SERVICES RELATING TO MUNICIPAL SPECIAL EVENTS.

WHEREAS, the Municipality of Norristown, Montgomery County, Pennsylvania (the "Municipality") is a Home Rule Municipality; and

WHEREAS under the Home Rule Charter, including § 41.7-713, and under §4-35 of the Administrative Code the Municipality is authorized to enter into contracts for all lawful purposes from time to time; and professional or unique services and supplies is exempt from competitive bidding requirements under the Home Rule Charter, § 41.7-713.B.5, and the Administrative Code, § 4-35.A(5);

WHEREAS, the Municipality desires to hire Tracie Henry as an outside consultant to provide coordination, implementation and other related professional services for municipal special events as detailed more fully in the attached Agreement for professional services; and

WHEREAS, Municipal Administration has communicated with and reviewed the professional services offered by Ms. Henry, and the Municipal Solicitor has negotiated with Ms. Henry the Agreement for professional services as attached hereto as Exhibit "A;"


WHEREAS, under §4-35 the Director of Finance has certified to the Municipal Administrator that sufficient unencumbered funds are available for the purchase of the services as authorized by the budget; and

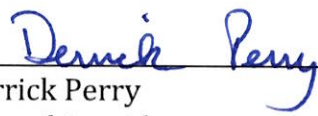
WHEREAS, under §4-35 all contracts in excess of **\$20,600** must be in writing and must be awarded by Municipal Council and executed by the Municipal Administrator;

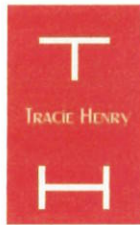
NOW THEREFORE BE IT RESOLVED that the Council of the Municipality of Norristown hereby approves the agreement for professional services as being in the best interests of the Municipality and authorizes the Municipality to enter into the **Agreement with Tracie Henry** as attached hereto as Exhibit "A;" **AND BE IT FURTHER RESOLVED** that the Municipal Administrator and the Director of Finance, or their designees, are authorized to take all necessary actions to complete the execution of the Agreement and any related documents.

RESOLVED this 21st day of December, 2021.

Municipality of Norristown
Municipal Council

Attest 
Crandall O. Jones
Municipal Administrator
Municipal Secretary

By: 
Derrick Perry
Council President



CONSULTING AGREEMENT

This consulting agreement, dated November 17, 2021 ("Agreement"), is made and entered into by and among Municipality of Norristown ("Client" or "Municipality") and Tracie Henry ("Consultant").

SCOPE OF SERVICE

1. **Services** - The Municipality has engaged Consultant to serve as Special Events Coordinator to provide services as set forth in the posting and job description as attached hereto as Exhibit "A.". The services to be provided are those as set forth in Exhibit "A" and as follows ("Services"):
 - Provide services as described in Municipality Job Description as Special Events Coordinator.

Plans, solicits sponsors, coordinates and implement municipal special events (4th of July Celebration, Norristown Day Celebration and other municipal events). The incumbent of this position suggests dates, timelines and plans the scope of each event. Suggest locations, receive bids from vendors; prepare reports regarding the budget, pricing and event's activities. Must attend the events and monitor the scheduled activities. Work is performed according to established rules and procedures using independent judgment and initiative under the administrative supervision of the Municipal Administrator.
 - Ensure seamless logistical execution from conception to completion as lead facilitator for all Special Events.
 - Collaborate with other divisions when required to incorporate full-scale event production/design.
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2. **Hours** – As set forth in this Agreement, Consultant employment relationship with the Municipality shall be as an independent contractor. Therefore, Consultant shall have discretion in the manner and method of performing the Services. If Client deems it necessary for Consultant to provide unrelated duties, Consultant is not obligated to undertake such work until the Consultant and Client have agreed on a rate of compensation. The Parties acknowledge and understand that the Services relate to event planning that necessarily involves work to be performed both prior to and the day of specific events. As such, to the extent events covered by this Agreement or within the scope of Services to be provided, Consultant shall make herself available on such event dates and times and as otherwise reasonably necessary for the performance of the Services hereunder.
3. **Reports** – Consultant shall provide written monthly reports to the Municipal Administrator that shall include at a minimum a summary of the work performed by Consultant during the prior 30-

day period and the work needing to be performed and completed during the next 30 day period. The written report should include dates and other milestones as applicable and such other information that may be requested by the Municipal Administrator. The monthly written report is intended to assist the Municipality to understand the progress of the work for upcoming events and to help assist in identifying issues or matters that may need Client action. In addition to the monthly written reports, Consultant shall also provide an in-person a quarterly report that will be presented to Municipal Council during a public meeting. The quarterly report shall similarly summarize work performed and upcoming services/work to be provided. The preparation of monthly written reports shall be billable to Client in accordance with the terms of this Agreement. The public attendance and appearance for the quarterly report shall not be billable to Client, however Client may bill for the time needed to prepare the quarterly report if submitted in the form of a power point presentation or other written material. On the termination of this Agreement, Consultant shall, on the request of Client, prepare a final report of Consultant's activities.

COMPENSATION

4. **Fees** - Client shall pay Consultant \$36 per hour for work performed and billed in accordance with the terms of this Agreement.
5. **Payment and billing** – A \$10,000 payment is due at the signing of this Agreement, which payment shall serve as a retainer ("Retainer"). Consultant shall bill the Municipality on a monthly basis for work performed. The bill shall include at a minimum a listing of the hours worked with a summary of the activities performed for the associated hours. The bill shall also list the hourly rate billed and as agreed to above. Consultant's billing shall also reflect the retainer payment that was made as also agreed to above and the Consultant understands and agrees that no additional payments will be made by the Municipality to Consultant until the Retainer is exhausted.
6. **Bonus/Incentive Pay** - As set forth in Exhibit "A", Consultant may be eligible for bonus and incentive payments for additional services rendered relating to event fundraising. Such bonus and incentive pay shall be agreed to on a case-by-case basis and memorialized in a separate writing that shall be considered an amendment to this Agreement. The Parties agree to negotiate in good faith regarding the terms and conditions of any bonus and incentive pay. In the event the Parties cannot agree as to such terms and conditions, the Parties agree and understand that no bonus and incentive pay will be applicable.
7. **Late Fees** - As set forth above, Consultant shall bill the Municipality on a monthly basis for fees and expenses due. The Municipality shall have thirty (30) days from receipt of the bill to make payment. In the event Consultant does not receive payment, a finance charge of 1.5% per month will be applied to past due accounts following five (5) days' written notice. **Consultant reserves the right to suspend all services until account is current.**
8. **Expenses** - Consultant may request reimbursement for expenses incurred which are directly related to the Services. These expenditures may include, but are not limited to, expenses related to travel (i.e. airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditure. **Approved** expenses incurred by Consultant will be reimbursed by the Municipality as part of the regular monthly billing.

TERM AND TERMINATION

9. **Term** - This Agreement shall be effective as of November 22, 2021 and shall continue in full force and effect until November 22, 2023 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional one (1) year term and thereafter shall continue to renew for additional one (1) year terms until terminated by either party. .
10. **Termination** - Client or Consultant may terminate this Agreement, with or without cause, after giving 30 days advance written notice. Any equipment, samples or information in any form provided by Client to Consultant in connection with the Services shall be returned to Client prior to termination of the Agreement.

CONTRACTOR STATUS

11. **Independent Contractor** - Consultant is an independent contractor and is not an employee or partner of Client. The manner in which Services are provided shall be within Consultant's sole control and discretion. Consultant is not authorized to represent, speak for or obligate Client in any manner without the prior written authorization from an officer of Client. Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of Client. No workers' compensation insurance shall be obtained by Client covering Consultant or Consultant's employees.
12. **Taxes** - Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. No payroll tax of any kind shall be withheld or paid by Client on behalf of Consultant or its employees. Consultant understands that it is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by Client, properly document to Client that all taxes as applicable have been paid.

CONFIDENTIAL INFORMATION

13. **Definition** - "Confidential Information" means information, not generally known, and proprietary to Client or to a third party for whom Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formula, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of Client, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of Client, any confidential secret development or research work of Client, or any other confidential information or proprietary aspects of the business of Client. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by Client as being Confidential Information, shall be presumed to be Confidential Information.
14. **Duties of Confidentiality** - Consultant may be exposed to and will be required to use certain Confidential Information of Client. Consultant agrees that Consultant will not and Consultant's employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than Client, or disclose

such Confidential Information without the written authorization of an officer of Client, either during or after the term of this Agreement, for as long as such information is Confidential Information.

INDEMNIFICATION AND INSURANCE

15. **Insurance** - Consultant shall furnish the Municipality with an insurance certificate declaring that the Municipality and its respective elected officials, agents, and employees are afforded primary liability insurance coverage as additional insureds for any and all claims, including personal injury and property damage, which may be made against the Municipality as a result, directly or indirectly, of the acts or omissions of Consultant. The limits of the coverage shall not be less than \$1 million per occurrence and \$2 million aggregate for personal injury and property damage. The certificates shall further provide that said policy is as required by written contract, primary and noncontributory and shall not be changed or cancelled without prior written notice having been given to the Municipality at least thirty (30) days prior to the change or cancellation. Consultant acknowledges that failure to obtain such insurance as required herein constitutes a material breach of this Agreement and subjects Consultant to liability for damages, indemnification and other legal remedies Consultant further agrees to maintain Workers' Compensation insurance for Consultant's employees in accordance with statutory requirements including Employers Liability at minimum limits of \$500,000 Bodily Injury each employee, \$500,000 Bodily Injury each accident, and \$500,000 Disease each Employee. Only certificates of insurance from companies licensed to do business in Pennsylvania will be approved. The Financial Rating of all insurance companies must also meet the minimum A.M. Best Ratings as follows: (1) A.M. Best Rating: A- (Excellent) or Higher, and (2) A.M. Best Financial Size Category: Class VII or Higher.
16. **Indemnification** - Consultant shall defend, indemnify and hold harmless the Municipality and its affiliates, elected officials, agents and employees from all claims, suits, actions, demands, damages, liabilities, expenses (including fees and disbursements of counsel), judgments, settlements, and penalties of every kind related to Consultant's (either directly or through its officers, agents, subcontractors or representatives) performance of the Services under this Agreement or violation of any term of this Agreement or the matters referred to below. The foregoing indemnity shall not apply in the case of claims which arise from the sole negligence, misconduct or other fault of the Municipality. The parties agree that the price for the Services provided under this Agreement includes consideration for the obligation to indemnify as set forth herein. The obligations herein are in addition to Consultant's duty to provide insurance and shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by Consultant under any employee benefit act. Without limitation of the above, Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Municipality, its elected officials, agents and employees, from all claims, suits, actions, demands, damages, liabilities, expenses (including fees and disbursements of counsel), judgments, settlements and penalties of every kind arising from or related to the following matters: (a) Consultant's failure to comply with all federal, state or local laws, rules or regulations applicable to Consultant or its employees, subcontractors, or agents; (b) Consultant's failure to comply with the terms of CONFIDENTIAL INFORMATION, regarding proprietary information of the Municipality; and (c) Any claim of infringement or misappropriation of patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property rights arising from or in connection with the goods

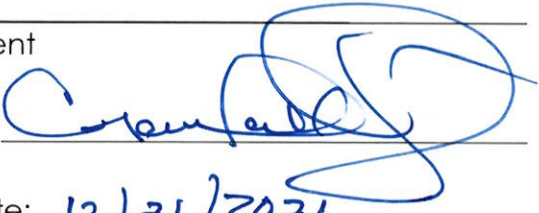
provided or the Services performed under this Agreement. The indemnification obligation as provided herein shall survive termination of this Agreement.

GENERAL PROVISIONS

17. **Standard of Conduct** - Consultant shall not use time, materials, or equipment of Client without the prior written consent of Client. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity or organization acquiring any rights of any nature in the results of work performed by or for Client.
18. **Severability** - If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.
19. **Governing Law** - This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Pennsylvania.
20. **Complete Agreement** - This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.
21. **Modification** - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by both parties.
22. **Notice** - All notices, approvals or communications required to be given hereunder shall be given in writing and either (i) sent by Federal Express, UPS, or another nationally recognized overnight courier providing positive tracking of items, (ii) personally delivered, (iii) by registered or certified mail, return receipt requested, or (iv) via electronic mail or telefacsimile transmission to such party's email address or fax number. All notices sent by mail shall be addressed to the party for whom intended, at the address of such party set forth in the opening paragraph of this Agreement or at such other address of which such party shall have hereafter given written notice. All notices, approvals or communications given or made hereunder shall be deemed given on the date e-mailed, faxed, hand-delivered or placed in the mail, as applicable. When communicating with the Municipality Consultant is directed to communicate with the Crandall Jones, Municipal Administrator or Lisa Howdyshell, Special Assistant to the Municipal Administrator.
23. **Successors and Assigns** - This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by Client without Consultant's consent in the event Client is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding on and inure to the parties hereto, their successors and assigns.
24. **Counterparts/ Authority to Sign.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be

executed and delivered by facsimile or other electronic transmission. Further, the individual signing this Agreement on its behalf of Consultant represents and warrants that she has the authority to sign this Agreement and to legally bind Consultant.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Client
By: 
Date: 12/21/2021

Tracie Henry

Consultant
By: Tracie Henry
Date: 11/17/2021