

**CITY OF BETHLEHEM**  
**INTER-DEPARTMENTAL CORRESPONDENCE**

**SUBJECT:** Request for Approval by City Council of Contract Award or Contract Price Increase Pursuant to City Ordinance, Article 121.05 (a)

Professional Services Agreement with the Greater Lehigh Valley Chamber of Commerce

**TO:** City Council, all members, and Council Solicitor

**FROM:** Alicia Miller Karner, Director of Community and Economic Development

**DATE:** September 10, 2015

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On behalf of the Administration, pursuant to City Ordinances, Article 121.05, I request City Council's approval of the following recommendation of the referenced contract award or price increase.

- Check Type of Contract or Change:

The contract is for over \$50,000 and required to be bid under the Third Class City Code. We have advertised the above referenced project and received qualified bids. We recommend award of the contract to the bidder identified and for the reasons stated below.

The recommendation is for a price increase of 10% or more for an existing contract over \$50,000 that was previously bid and awarded under the Third Class City Code.

The contract is for the engagement of professional services. We have received and reviewed a proposal or proposals for professional services in connection with above referenced project or requirement for professional services. We recommend award of the contract.

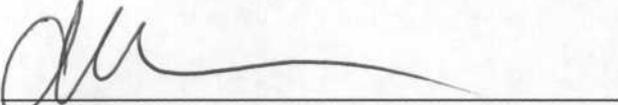
- Is the contract appropriation or price increase included in this year's budget? yes  
no

- Identify contract funding sources (general fund, grants, loans, etc.....):  
*The Marketing Services Proposal with the Greater Lehigh Valley Chamber of Commerce is budgeted for in the general fund under, bureau (0304) Community Development Account # 42047: \$75,000 Professional Services/Consultants-- Chamber*

- The name and address of the recommended Contractor/Vendor/Professional Service Provider/Lowest Responsible Bidder are:  
*The Greater Lehigh Valley Chamber of Commerce, 561 Main Street, Suite 200, Bethlehem, PA 18018. (vender #197230)*
  
- Term of contract or estimated completion date, subject to standard extensions:  
*The Marketing Services Proposal is to be completed December 31, 2015.*
  
- Description of project or scope of services to be provided:  
*The Chamber provides marketing to the City through its management and operation of the Bethlehem Chamber Board and coordination with the Downtown Bethlehem Association. Because the Chamber is well positioned to integrate the activities of these organizations along with their various affiliated councils, committees and boards, it has demonstrated a high level of effectiveness in promoting and marketing Bethlehem-based businesses, organizations and institutions.*
  
- State the actual or estimated price to the City or the proposed Department budget allowance for the initial term; and state payment rate per unit of service if applicable:  
*\$75,000 Professional Services/Consultants-- Chamber*
  
- Number of renewal term options and duration of each renewal, if any:  
*None*
  
- Maximum dollar value of all renewals provided for beyond the original term as if all renewals were exercised:  
*None*
  
- Reasons for recommendation of Administration and Council approval of contract:  
*For the past several years, Community and Economic Development has contracted with the Greater Lehigh Valley Chamber of Commerce to manage and implement events and programs geared toward improving the visibility and viability of our downtown business districts. As far back as 2006, the City engaged the Chamber for these services at a cost of between \$50,000 and \$75,000 annually. It is my desire to maintain this relationship in 2015 and have \$75,000 appropriated in the current fiscal year budget.*

Please approve this recommendation by passing the accompanying resolution. A vote of final approval is requested at the first City Council agenda listing of this matter.

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By:   
Alicia Miller Karner, Director

Copies To: Mayor  
Director of Administration  
Director of Budget and Finance  
Law Bureau  
Purchasing Bureau  
Controller

Attachment: proposed resolution

RESOLUTION NO. \_\_\_\_\_

Authorization for Contract or Amendment under Article 121.05(a)

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute a Contract or Amendment and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, with the following named contractor, for the uses and purposes indicated in the supporting Recommendation of Award of Bid or Contract dated \_\_\_\_\_:

1. Name of Contractor: Greater Lehigh Valley Chamber of Commerce
2. Project or Contract Reference: Professional Services Agreement

Sponsored by \_\_\_\_\_  
\_\_\_\_\_

ADOPTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

City of Bethlehem  
10 East Church Street  
Bethlehem, Pennsylvania 18018  
\* \* \* \* \*

PROFESSIONAL SERVICES AGREEMENT 2015

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2015 by, between and among the following professional services provider The Greater Lehigh Valley Chamber of Commerce, with a mailing address of 561 Main St., Suite 200, Bethlehem, PA 18018, whose Federal Tax ID Number is 23-033-7580 (hereinafter referred to as the "Consultant") and the CITY OF BETHLEHEM, a municipal corporation and City of the Third Class, of 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018 (hereinafter referred to as the "City"). The City engages the professional services of the Consultant on the following terms and conditions:

I. Services and Scope of Work.

(a) Consultant's Proposal. The City agrees to retain the services of Consultant to perform all necessary and appropriate services specified and as requested by City in Consultant's Proposal a copy of which is attached hereto as Exhibit "A".

(b) Compensation.

(I.) For and in consideration of the services described in the contract documents related to the Marketing Services Proposal, the City agrees to pay the Consultant a sum not to exceed the amount of seventy-five thousand dollars and no cents (\$75,000.00). Any amount or rate which varies from the approved rate must be authorized in advance, in writing, by the City. Unilateral increases will not be honored.

(c) Time for Performance.

(I.) The services of Consultant related to the Marketing Services Proposal shall commence on January 1, 2015. Consultant shall furnish all services requested by City under the contract documents in accordance with the following time limit, time being of the essence of this Agreement, all services related to the Marketing Services Proposal to be completed by December 31, 2015 at which time this Agreement shall automatically expire.

(d) Contract Documents. In addition to this Professional Services Agreement and Consultant's proposal referenced in Section 1 (a), the following documents and things shall also be deemed to be a part of this Professional Services Agreement, and are incorporated herein by reference: N/A.

(d) Compliance with Contract Documents. All work and services performed by Consultant shall be in conformance and pursuant to the terms and conditions of the contract documents.

2. Method of Payment. The Consultant shall submit monthly invoices to the City bearing the signature of Consultant, which signature shall constitute the Consultant's representation to City that the services indicated in the invoice have reached the level stated, have been properly and timely performed, and if City is invoiced by minutes or hours, that the time invoiced was actually spent by Consultant on services rendered to City, as required herein.

Such invoices will be due and payable within thirty (30) days of receipt by the City of such invoices. Consultant will be reimbursed for reasonable and necessary out-of-pocket expenses incurred in connection with the above services only with the prior approval of City, and upon presentation of receipts or other documentation together with the monthly invoices for services.

3. Devotion of Time. The Consultant shall devote his/her/its professional and best efforts to providing services to the City and shall be available for consultation with the City at reasonable times at the City's request. Telephone calls from the City to the Consultant's office shall be returned as soon as practical, and in any event not later than 24 hours after the initial telephone call by City to Consultant's office. Other requests for advice and/or assistance from the City to the Consultant shall be responded to as soon as practicable.

4. Term. This Agreement shall automatically expire at the expiration of the time for performance set forth hereinabove, unless otherwise extended in writing by City. City may for any reason at any time, terminate this Agreement on three (3) days advance notice to the Consultant.

5. Delay in Performance. Delay in performance of the services specified in the contract documents caused by conditions beyond Consultant's control such as unfavorable weather conditions, partial or complete plant shutdowns, strikes, flood or fires shall be immediately brought to the attention of the City. Consultant will notify the City of any actual and/or anticipated delays in performance with an explanation of same.

6. Non-Assignability. The City and Consultant each binds himself/herself/itself and their respective partners, successors, executors, administrators and assigns to the terms and conditions of this Agreement, and agree that neither party will assign, sublet or transfer this Agreement without the written consent of the other party.

7. Conflicts of Interest Prohibited. Neither the Consultant nor any employee of the Consultant, shall undertake nor accept any assignment, project or consultation of any client or party who has any claim, cause of action or other grievance of any kind or nature against the City of Bethlehem during the term of this Agreement, and for a period of twelve (12) months following the expiration of this Agreement.

8. Status Reports. Consultant shall communicate with the City on a regular and ongoing basis concerning the progress of Consultant's work for the City. Consultant will copy the City on matters involving significant correspondence, documents and other communications with third parties.

9. Billing Standards.

(a) Hourly Rate. If Consultant's proposal specifies billing on an hourly rate, it is agreed that billing invoices from Consultant submitted for consideration will conform to the following standards (failure to comply with billing requirements shall result in rejection of your billing for payment):

- (1) Bill services by the tenth (.1) of an hour based upon actual time, no "minimum bill" for any activity.
- (2) For each task display the date, identity of person rendering service, description of task, actual time and charged amount. "
- (3) Do not "block" bill entries in which several unrelated tasks are lumped as one time.
- (4) On telephone calls and letters identify the parties and topic.
- (5) On research, identify the topic, the topic's relevance and provide results of research.
- (6) Maintain contemporaneous timesheets for all charges and receipts for all expenses, which shall be kept by Consultant and made

available, if requested, for inspection.

- (7) Identify travel time separately and provide description of task for which travel was necessary.
- (8) Do not bill overhead items such as word processing, secretarial time, clerical tasks, regular postage and telephone.
- (9) Provide itemization of and unit costs for photocopying, overnight mail, fax, etc.
- (10) Ancillary services such as photocopying, overnight mail, etc., are to be billed at cost to the Consultant without any mark-up.
- (11) Provide subtotals of the billing for professional services and disbursements.
- (12) Display on the billing both the total of the current bill and billed to date (current bill included).
- (13) Except in unusual circumstances, City shall not be charged for file reviews and other inefficiencies resulting from change in personnel, or routine file reviews precipitated by events such as telephone calls, receipt of correspondence, receipt of documents and the like.

(b) Non-Hourly Rate. If Consultant's proposal specifies billing on a basis other than an hourly rate, it is agreed that billing invoices from Consultant submitted for consideration will have attached to and on top of each invoice a cover letter in the format attached to this Agreement and labeled Exhibit "B". Failure to comply with this requirement of a cover letter in the approved format shall result in rejection of your invoices for payment, unless other billing arrangements are agreed to in writing in the form of a letter to Consultant from the City.

10. Prior Approval. Prior approval from the City is required for the following:

- (a) Attendance of more than one employee of Consultant at any matter involving representation of the City.
- (b) Engagement of sub-consultants or sub-contractors.

- (c) Any other expenditure or disbursement made in behalf of City exceeding \$100.00.

11. Auditing. City reserves the right to audit all charges and disbursements submitted along with the corresponding files and records. This audit may be performed by City's personnel or its designee. Consultant acknowledges that payment of a bill does not waive the right of City to subsequently dispute the amount or compliance with these guidelines and seek reimbursement thereof

12. Safety. When appropriate, Consultant's personnel shall be responsible to procure, provide and use Consultant's own safety equipment, such as hard hats, goggles and other items of safety equipment for the use of Consultant's employees.

13. Governing Law, Venue and Limitation of Actions. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Northampton County, Pennsylvania, only. Any and all civil actions and demands for arbitration by Consultant against the City pertaining to this Agreement and/or anything related thereto shall be subject to the following time limitation: civil actions must be commenced, and demands for arbitration must be filed with the American Arbitration Association, within six (6) months, it being the intent of the parties that this provision shall supersede any inconsistent statutory limitation period. This limitation of action provision shall not however apply to any civil actions and/or demands for arbitration by City against Consultant.

14. Dispute Resolution. For all claims, disputes and actions, City may, at its sole option, either demand and require that the same be litigated in the Court of Common Pleas of

Northampton County, or demand and require non-binding mediation under the auspices of and in accordance with the then applicable mediation rules and guidelines of the American Arbitration Association, and/or arbitration in front of a three (3) member arbitration panel under the then applicable Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration panel may be entered in the Court of Common Pleas of Northampton County, Pennsylvania. Election by the City of mediation and/or arbitration shall operate as an automatic stay of any litigation filed by the Consultant. The costs of any mediation and/or arbitration shall be borne equally by the parties.

15. Limitation on Damages. In the event of any claims, disputes, actions or arbitrations, by Consultant against City, Consultant waives and relinquishes any and all claims for consequential damages, damages for delay and damages for acceleration.

16. Representations and Warranties. By executing this Agreement, the Consultant makes the following express representations and warranties to the City:

- (a) The Consultant is professionally qualified to act as the Consultant to the City and is licensed to practice by all public entities having jurisdiction over the Consultant and the services to be performed under this Agreement;
- (b) The Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as Consultant to the City until the Consultant's duties hereunder have been fully satisfied;
- (c) The Consultant has become familiar with the City's needs and the conditions under which the services are to be performed;
- (d) The Consultant shall prepare all documents, in such a manner that they shall be accurate, coordinated and adequate for City's needs and in accordance with accepted professional standards of practice in effect during the time of this Agreement;
- (e) The Consultant assumes full responsibility to the City for the improper acts and omissions of its sub consultants or others employed or retained by the Consultant in connection with the services provided under this Agreement.

17. Records. All records relating in any manner whatsoever to the services performed by Consultant to City, or any designated portion thereof, which are in the possession of the Consultant or the Consultant's sub consultants, shall be made available to the City for inspection and copying upon written request of the City. Additionally, said records shall be made available, upon request by the City, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things. Said records expressly include those documents reflecting the time expended by the Consultant and its personnel in performing the obligations of this Agreement and the records of expenses incurred by the Consultant in its performance under said Agreement. The Consultant shall maintain and protect these records for no less than three (3) years after final completion of its services under this Agreement, or for any longer period of time as may be required by applicable law or good practice.

18. No Third Party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

19. Personnel. Consultant agrees to furnish and assign personnel necessary to complete the services within the prescribed time. Any changes or substitutions in the Consultant's key personnel must be made known to the City pursuant to the Notice Provisions of this Agreement. The Consultant warrants that all services shall be performed by skilled and competent personnel with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances.

20. Truth-In-Negotiation Certificate. Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this Section (or certification) within one (1) year following payment.

21. Availability of Funds. The payment obligations of the City under this Agreement and the performance by Consultant under this Agreement are subject to the availability of funds lawfully appropriated for such purpose by the City of Bethlehem City Council.

22. Insurance.

- (a) Before commencing the services, Consultant shall provide City with certificates evidencing the existence of insurance policies, issued by carriers authorized and licensed to do business in the Commonwealth of Pennsylvania and in amounts and on forms acceptable to City, providing coverage's specified below. Consultant shall maintain such insurance in effect until this Agreement has been fully performed. All insurance certificates shall provide that the insurance will not be canceled or any change made in the policy without thirty (30) days prior written notice to City.
- (b) The Consultant shall maintain during the term of this Agreement, standard Professional Liability (Errors and Omissions) Insurance in an amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The Consultant shall maintain the Errors and Omissions insurance for a period of two (2) years after final completion of the project.
- (c) The Consultant shall maintain during the term of this Agreement, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations be by the Consultant or by anyone directly

employed by or contracting with the Consultant.

- (d) The Consultant shall maintain during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles including rented automobiles by the Consultant or by anyone for whom the Consultant is legally liable.
- (e) The Consultant shall maintain, during the life of this Agreement, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing services pursuant to this Agreement.
- (f) Other than Professional Liability and Worker's Compensation, all insurance forms, certificates, and policies shall name the City of Bethlehem as an additional insured for the above limits of the Consultant's policies.

23. Indemnification.

(a) The Consultant agrees to protect, defend, reimburse, indemnify and hold City, its agents, employees and elected officials harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney's fees, costs and expenses of whatsoever kind or nature whether arising during or after completion of the services hereunder and in any manner directly caused, occasioned or contributed to by the negligent acts, errors or omissions of Consultant or anyone for whom the Consultant is legally liable in connection with or incident to the performance of services under this Agreement.

(b) Consultant shall be responsible for all damage to life and property due to negligent activities of the Consultant, its sub consultants, agents or employees in connection with its services under this Agreement. The Consultant specifically agrees that its subcontractors, sub consultants, agents, servants and employees shall possess the experience, knowledge and

character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the Consultant shall indemnify, defend and save harmless the City, from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided.

(c) Negligent performance of service, within the meaning of this Section, shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious or patent errors in the performance of the services.

(d) Nothing in this Section or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the City, beyond such as may legally exist irrespective of this Section of this Agreement.

(e) Nothing in this Section shall require Consultant to indemnify or hold harmless the City for the negligence of the City or that of its officers or employees.

24. True Intent. In the event of any conflict or inconsistency between any documents and things attached hereto as Exhibit "A" and/or between any documents and things Incorporated herein by reference, the terms and conditions of this "Professional Services Agreement" shall be deemed to represent the true intent of the parties. The terms and conditions of this "Professional Services Agreement" shall amend, supersede and overrule any conflicting and/or inconsistent term, condition or provision of any documents or things attached hereto as Exhibit "A" and of any documents or things incorporated herein by

reference. If any terms, conditions or provisions are crossed out on any documents or things attached as Exhibit "A", the

same shall be deemed to have been deleted from this Agreement regardless of whether the same have been initialed or signed by the parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto set their hands and seals on the day and year first above written.

WITNESS/ATTEST:

CONSULTANT:  
THE GREATER LEHIGH VALLEY CHAMBER  
OF COMMERCE

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Certificate of Insurance Naming Parties Identified  
in Section 22(f) as Additional Insureds is  
Attached: Yes/No  
(NOTE: THIS CONTRACT WILL NOT BE  
PROCESSED FOR SIGNATURE BY CITY  
UNLESS REQUIRED CERTIFICATE OF  
INSURANCE IS ATTACHED!!)

ATTEST:

CITY:  
CITY OF BETHLEHEM

\_\_\_\_\_  
City Controller

By \_\_\_\_\_ (SEAL)  
Robert J. Donchez  
Mayor

I hereby certify that the within contract is

needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: \_\_\_\_\_

Same shall be deemed to have been deleted from this Agreement regardless of whether the same  
Have been initialed or signed by the parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have  
hereunto set their hands and seals on the day and year first above written.

WITNESS/ATTEST:

CONSULTANT:

\_\_\_\_\_

By \_\_\_\_\_ (SEAL)

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE \_\_\_\_\_

Certificate of Insurance Naming Parties Identified is Section  
Attached;  
Yes/No

ATTEST:

CITY:  
CITY OF BETHLEHEM

\_\_\_\_\_

City Controller

By \_\_\_\_\_ (SEAL)

Robert J. Donchez  
Mayor

I hereby certify that the within contract is  
needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: \_\_\_\_\_

I hereby certify that the forgoing contract is founded on Appropriation Item

\_\_\_\_\_ amounting to \_\_\_\_\_;

That the amount of expenditures under this contract is within the amount of said  
Appropriation and is charged against said Appropriation Item.

\_\_\_\_\_  
Business Administrator

## EXHIBIT "A"

### Marketing Services Proposal for FY2015

**From:** Greater Lehigh Valley Chamber of Commerce Bethlehem Office

**To:** City of Bethlehem Office of Economic Development

#### **Introduction and Purpose**

The Bethlehem Office of the Greater Lehigh Valley Chamber of Commerce provides marketing and public relations services to the City of Bethlehem through its management of the Bethlehem Chamber of Commerce of which the Bethlehem Chamber Board is a part of, the Bethlehem Marketing Council (BMC) and all associated committees are a part of, including the Downtown Bethlehem Association (DBA) and all associated committees that are a part of, and includes the management and implementation of marketing events and programs geared towards strengthening our urban core, and our downtown businesses' visibility and viability.

The Bethlehem Chamber Board is a consortium representative of Bethlehem-based organizations, institutions, and businesses all of which benefit from promotion and marketing of the City of Bethlehem. This Board is a part of the Bethlehem Chamber of Commerce. The City of Bethlehem Office of Economic Development is responsible for oversight of the Bethlehem Chamber Board and all affiliated committees and boards on behalf of the Administration and is its representative before Bethlehem City Council. The Bethlehem Office of the Greater Lehigh Valley Chamber of Commerce ensures integration of the Bethlehem Chamber Board and its initiatives with its Bethlehem-based councils, including but not limited to the Bethlehem Chamber of Commerce and the Downtown Bethlehem Association. It also ensures promotion of Bethlehem and initiatives of the Bethlehem Chamber Board with its partners on a region-wide basis. It is because the Greater Lehigh Valley Chamber of Commerce has these integrated relationships, both internal to Bethlehem and external to the Lehigh Valley region, that it is uniquely qualified to provide marketing services for the City of Bethlehem through the management of its Bethlehem Chamber Board and the Downtown Bethlehem Association.

The Bethlehem Office of the Greater Lehigh Valley Chamber of Commerce provides administrative and management services to the Downtown Bethlehem Association (DBA). The City of Bethlehem is a partner in the DBA and provides support, both monetarily and through City Staff support. The City of Bethlehem Office of Economic Development provides a liaison to the DBA and earmarks funds to offset the overall administrative expense and to help leverage downtown events that promote additional foot traffic to the downtown and its businesses.

## Scope of Services

Administration of the Bethlehem Chamber Board (Board) and its subcommittees is the primary area of service. Fundraising to achieve the goals of subcommittees of the Board is managed by GLVCC. As needs arise, new subcommittees and task forces may be formed or shifted in order to carry out marketing mission and objectives to advance the vitality of Bethlehem's urban core and business community.

Administration of Bethlehem Chamber Board and all related committees, councils and marketing programs

*A. Bethlehem Chamber Board.* As of the date of this proposal, the Board has the following committees and/or councils:

1.) Public Relations / Marketing Council to focus on how to best support our Bethlehem businesses and to develop and implement marketing plans and programs which promote the City's "live, work and play" motto as it relates to strengthening our downtowns as a key destination point for both visitors and residents;

2.) The Citizens Christmas City Committee a pre-existing committee of the former Bethlehem Area Chamber of Commerce which merged with the BMC Christmas committee in 2005. The Citizens' Christmas City Committee has a separate treasury that is budgeted for the delivery of Christmas events, products, and promotions including the decorations that are installed each year; and

3) Website Committee:

Focus on enhancements and improvements to the website that increase traffic and usability of the visitors site

4) Tourist and Downtown Improvement Committee to focus on updating the tourism plan for the downtowns and various other plans to help improve the downtown and increase day trips and overnight stays in Bethlehem that translate into additional foottraffic to the downtown businesses

*B. Targeted Activities.* During 2015, the following activities will be conducted, managed by the GLVCC Bethlehem staff liaison:

1) Public Relations/Marketing

- a) Update and implementation of marketing and tourism plan
- b) Advertising and promotion
- c) Leveraging marketing, advertising and promotion for events in the City of Bethlehem to the extent practical
- d) Develop and Implement marketing programs and events geared towards increased overnight stays

2) Visitors Services

- a) Maintain and enhance website better geared towards marketing Bethlehem as a key destination point
- b) Produce and distribute *Dining and Shopping Guide*
- c) Develop and update downtown specific tourist video
- d) Develop and Implement an annual permit request for all downtown events that is routine and systematic from year to year
- e) Develop, maintain and report on impacts of general economic benefits of all downtown events overseen by the Board (including, but not limited to DBA)

**3) Citizens' Christmas City Committee**

- a) Development of a holiday decor plan and fundraising activities to fund recommended decorations
- b) Events/products management per CCCC budget

**4) Oversight and Management of Downtown Bethlehem Activities and Association**

- a) Oversee sponsorship/fundraising to leverage downtown programs
- b) Oversee implementation and planning of programs and events
- c) Assist financially if needed
- d) Evaluate and update procedures as needed

**C. Fundraising**

The GLVCC staff liaison to the BMC provides management of fundraising efforts to achieve the objectives of the BMC. Integration of the initiatives of the BMC with Bethlehem partners and organizations is an important means to achieving the goals of the BMC, and this form of leveraged support extends the financial resources of the BMC. However it is recognized that many initiatives of the BMC require additional sources of funding to implement. Subcommittees and partners of the BMC will be encouraged by the staff liaison to explore fundraising options to accomplish goals set forth, and the staff liaison will seek appropriate grant opportunities. In 2015 the following activities will require funding, it is noted where funding exists, where it is or will be leveraged, and where funds need to be sought.

**1) Public Relations/Marketing**

- a) Update and implementation of a marketing plan - (COB)
- b) Implementation of a brand logo merchandising plan – may be leveraged as part of marketing plan and style guide, and leveraged from local merchandising partners
- c) Advertising and promotion- (from COB and leveraged with partners)

**2) Visitors Services**

- a) Maintain and update website ([www.bethlehempa.org](http://www.bethlehempa.org))

- b) *Design, produce and distribute annual Dining and Shopping Guide*
- c) Develop and Design a video for geared to attract visitors

**3) Citizens' Christmas City Committee- (CCCC fund)**

- a) Development of a holiday decor plan
- b) Phased implementation of new holiday decor plan - (needs funding)
- c) Events/products management-(CCCC budget)

**II. Remuneration**

Following is a budget showing allocation of funds for BMC activities. This budget includes funds from outside sources and may be revised as a result of fundraising and BMC activities.

A total of \$75,000 from the City of Bethlehem Office of Economic Development is allocated as follows:

- A. Administration of BMC, Committees and Marketing.** Administration and overhead related to execution of management activities of the BMC, web site development and implementation of marketing plan, and activities related to advertising and promotion .....\$60,000.00
  
- B. Integration of DBA & BMC.** Activities to support the Downtown Bethlehem Association intended to ensure integration of BMC initiatives with DBA initiatives.....\$15,000.00

**Chamber Invoice and Supporting Document Submittals:**

- Invoices will be submitted to the City of Bethlehem on a monthly basis:
  - 1. Support documentation will include a summary of the activities performed by GLVCC staff in accordance with the Scope of Services, and
  - 11. Will include an updated copy of the annual budget showing the allocation of funds for the month.
  
- BMC activities that require outside expense, such as subcontracts with consultants for plans, and advertising, shall be approved prior to contracting for such service by the City of Bethlehem Office of Economic Development.
  - 1. Copies of paid invoices for outside expenses will be remitted to the City of Bethlehem Office of Economic Development for approval

EXHIBIT "B" SAMPLE  
COVER LETTER  
CONSULTING SERVICES FOR CITY OF BETHLEHEM

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

Mr./Ms. Engineer  
Department of Public Works  
10 East Church Street  
Bethlehem, PA 18018-6025

Re.: Project Name:  
Invoice No.:  
Progress Billing No.:

Dear Mr./Ms. \_\_\_\_\_

Enclosed is our Progress Billing No. \_\_\_ in the amount of \$20,000 for services rendered from June 1, 2012 to June 30, 2012 for the referenced project.

1.0 Services Provided This Progress Billing

- Conducted kickoff meeting
- Reviewed and selected monitoring locations
- Installed monitoring equipment at thirty locations
- Reviewed data collected to date
- Initiated data collection efforts for Hydroworks Model

2.0 Services Anticipated for the Next Progress Billing

- Completion of data collection effort for model
- Completion of set-up of model
- Initiation of model calibration

3.0 Financial Summary

Progress Billing No. 1 .....	\$ 20,000.00
Amount Billed to Date.....	\$ 20,000.00
Amount Paid to Date by City of Bethlehem .....	\$ 0.00
Contract Amount .....	\$200,000.00
Remaining Amount in Contract.....	\$180,000.00

If you have any questions, please contact the undersigned consultant at the following telephone number  
( ) - , extension

Sincerely,

\_\_\_\_\_  
Signature of Consultant  
Project Manager