

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: December 9, 2014

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THOR, INC. FOR TECHNICAL SUPPORT IN THE NOT-TO-EXCEED AMOUNT OF \$120,000 FOR THE TERM DECEMBER 10, 2014 THROUGH JUNE 30, 2014 WITH THE OPTION TO EXTEND FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS IN THE NOT-TO-EXCEED YEARLY AMOUNT OF \$200,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (GENERAL FUND)

Report in Brief

The Information Technology Department utilizes Thor, Inc. technical professionals to provide necessary technical support in order to keep the City's mission critical business and revenue generating systems operational. Additionally, planned projects, unplanned projects, and emergency situations necessitate occasional additional support for specific deliverables. The skill sets provided by the outside contractors are very technical and not replicable by the City staff. The proposed Professional Services agreement provides the ability to obtain quickly the required skill sets and support hours necessary to meet the Information Technology (IT) service needs of all City Departments. This agreement replaces the agreement with Savant Business Solutions, Inc. and will utilize funds previously approved for that agreement.

This proposed agreement in the not-to-exceed amount of \$120,000 is for a term of December 10, 2014 through June 30, 2014 and contains the option to renew in the yearly amount not-to-exceed \$200,000 for up to two additional one-year terms yielding a maximum term of three years if all options are exercised.

Staff recommends that the City Council approve the Professional Services Agreement with Thor, Inc. to provide technical support to the Information Technology Department for a term of December 10, 2014 through June 30, 2014 with the option to renew for up to two additional one-year terms yielding a maximum term of three years:

Background

The City's appetite for embracing new technologies in support of delivering services to the public combined with the rapid rate of technology change challenges the IT Department to both keep existing business technology operating smoothly while simultaneously implementing new business systems based on new technologies. To meet these challenges, the IT Department uses technical professional services providers. The advantage of using outside service providers to meet this demand, rather than adding regular City of Concord IT employees are as follows:

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- ✓ The City has access to the skills it needs when it needs them. Given the diversity of the City's IT functions staffing up for all possible IT skill requirements is cost prohibitive.
- ✓ Frequently certain skills are needed only for specific projects or short periods of time making it more logical to meet the skill needs through contracts than through employees.
- ✓ The City does not have to carry the cost of training and maintaining highly technical skills when it contracts with companies for these services.

These factors of agility, lower overall head-count, access to needed skills, and managing costs prompted the IT Department to adopt an organizational model where selected technical professionals fulfill key elements of the City's business technology implementation and support. However, oversight, management, and financial control remain vested in City employees. Implementation of this approach has allowed the Department to reduce its staffing and budget over the last six years while maintaining levels of service. Specifically, staffing has been reduced 39% (7 Full Time positions) and the operating budget for the Department has been reduced 21% (\$1,056,000) over the past six years.

Discussion

Staff proposes a Professional Services Agreement in support of the Information Technology Department with the technical staffing and consulting firm discussed below. The term of the proposed agreement is December 15, 2014 through December 14, 2015, with an option to extend for up to two additional one-year terms, or a maximum of three years, at the City's discretion.

Thor, Inc.: Thor, Inc. provides technical professional staff and services supporting, maintaining, and updating many of the City's mission critical, large scale business systems. This includes the CLASS system used by the Parks & Recreation Department; the Permitting and Land Use system, Accela Automation, used by the Community & Economic Development and Police Departments; the cash register system used at all City locations accepting payments from the public; the time card system used by all City staff; and the HR / Finance system supporting all Departments.

The proposed agreement with Thor, Inc. provides technical expertise necessary to complete planned business critical projects such as continuing implementation of Lawson functionality for the Human Resources Department; additional process streamlining supporting the Finance Department; continuing implementation of the Permitting and Land Use system upgrade supporting the Community & Economic Development and Police Departments; and implementation of a manufacturer required version upgrade of the HR / Finance System anticipated within one year.

APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THOR, INC. FOR TECHNICAL SUPPORT IN THE NOT-TO-EXCEED AMOUNT OF \$120,000 FOR THE TERM DECEMBER 10, 2014 THROUGH JUNE 30, 2014 WITH THE OPTION TO EXTEND FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS IN THE NOT-TO-EXCEED YEARLY AMOUNT OF \$200,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

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The City has no obligation to exercise any of the options for the agreement. The multi-year option provides the City with continued access to designated technical professionals at the contracted rate for the term of the agreement plus any optional extension(s) the City may desire to exercise. The technical personnel provided to the City under the proposed agreements bill only for actual hours worked. The company itself has other clients in addition to the City.

Staff proposes a new Professional Services Agreement with Thor, Inc. with the not to exceed amount of \$120,000 for Fiscal Year 2014-2015 with the option for two additional one-year extensions with the not to exceed amount of \$200,000 for each extension. The multi-year contract assures the City a continuity of proven technical expertise, services, and preserves pricing, thus reducing costs. Future year's funding remains at Council's discretion through the annual budget process.

The not to exceed amount does not represent a commitment for the City to expend the full amount. Rather the proposed contract and amount provides funding for planned support needs, known and planned projects, and also allows flexibility to address mid-year requests or emergency situations.

Fiscal Impact

Funding for the following Professional Services Agreement is included in the Information Technology 2014/2015 operating budget. Funding for any options the City may choose to exercise remains at Council's discretion in the annual budget process.

Public Contact

Posting of the City Council Agenda

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Recommendation for Action

Staff recommends that the City Council approve Professional Services Agreement with Thor, Inc. for technical support in the not-to-exceed amount of \$120,000 for the term December 10, 2014 – June 30, 2014 with the option to extend for up to two additional one-year terms in the not-to-exceed yearly amount of \$200,000, and to authorize the City Manager to execute the agreement.



Valerie J. Barone
City Manager

Valerie.Barone@ci.concord.ca.us

Prepared by: Tim Stuart
IT Manager
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Reviewed by: Jeff Lewis
Director Information Technology
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Reviewed by: Scott Johnson
Assistant City Manager
Scott.Johnson@cityofconcord.org

Attachment 1: Thor, Inc. Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on December 10, 2014 between the City
2 of Concord ("CITY") and Thor, Inc., 840 Apollo St., Suite 225, El Segundo, CA 90245, ("TGI").

3 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
4 and intentions:

5 The CITY desires to contract with TGI to provide the professional services described in
6 Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

7 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
8 parties herein contained, the parties hereto agree as follows:

9 1. **TERM.** This Agreement shall commence on December 10, 2014 and expire on June
10 30, 2015 ("Initial Term").

11 A. **Extension of Term and Corresponding Increase in Compensation** . Upon
12 mutual written agreement by the parties, the term of this Agreement may be extended for up to two (2)
13 additional period(s) of one (1) year each commencing upon the end of the then current term, subject
14 to the same terms and conditions of this Agreement, except that that compensation to be paid to TGI
15 shall be in an amount not to exceed \$200,000 for each extended term. CITY shall give written notice
16 of its request for extension to the TGI's authorized representative, as identified in Section 4 below, at
17 least thirty (30) days prior to expiration of the then-current term. Any extension must be pursuant to a
18 duly executed amendment to this Agreement. The City Council hereby delegates to the City Manager
19 the authority to execute such amendment(s) and hereby approves the corresponding increases in
20 compensation.

21 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
22 the CITY's Authorized Representative, TGI shall perform the services described in detail in Exhibit A,
23 Client Services Agreement Consultant Attachment – Statement of Work. CITY retains all rights of
24 approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

25 3. **PAYMENT.** The compensation to be paid to TGI including payment for professional
26 services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit A.
27 However, shall in no event shall the amount CITY pays TGI exceed one hundred and twenty thousand
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1 dollars (\$120,000) during the Initial Term. Any increase to this compensation amount must be
2 mutually agreed to in writing pursuant to Section 5 below, and may require City Council approval.

3 TGI may submit weekly statements for services rendered; all statements shall include adequate
4 documentation demonstrating work performed during the billing period. It is intended that CITY
5 review such statement and pay TGI for services rendered within 30 days of receipt of a statement that
6 meets all requirements of this Agreement. Payment by CITY shall not be deemed a waiver of
7 unsatisfactory work, even if such defects were known to the CITY at the time of payment.

8 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
9 CITY and TGI in all matters pertaining to the services to be ordered by CITY or rendered by TGI
10 under this Agreement except where approval for the CITY is specifically required by the City
11 Council. The CITY's authorized representative is Timothy Stuart, Information Technology Manager,
12 of the CITY'S Information Technology Department. TGI's authorized representative is David Rains,
13 General Manager.

14 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended or modified
15 only by a writing duly executed by authorized representatives of both parties, and made and approved
16 in compliance with the City of Concord Municipal Code.

17 **A. Amendment to Scope of Services.** If CITY requests services other than as
18 described in the Scope of Services, the amendment shall set forth the changes to the Scope of
19 Services, any change in the performance time schedule, and any change in the compensation described
20 in Section 3, above.

21 **B. Amendment for Additional Compensation.** CITY's authorized
22 representative is authorized to execute amendments to this Agreement on behalf of CITY, including
23 amendments providing for additional compensation to TGI not to exceed \$50,000 (including the base
24 contract amount) during any fiscal year. Any additional compensation to TGI that results in more
25 than \$50,000 (including the base contract amount) for any fiscal year, must be approved by the City
26 Council.

27 **C. Waiver.** TGI's failure to secure CITY's written authorization for additional
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1 compensation or changes to the Scope of Services shall constitute a waiver of any and all right to
2 adjustment in the price or time due, whether by way of compensation, restitution, quantum meruit, or
3 similar relief.

4 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
5 TGI, its agents, employers and subcontractors are and shall at all times remain as to the CITY wholly
6 independent contractors. Neither the CITY nor any of its officers or employees shall have any control
7 over the manner by which the TGI performs this Agreement and shall only dictate the results of the
8 performance. TGI shall not represent that TGI or its agents, employees or subcontractors are agents or
9 employees of the CITY, and TGI shall have no authority, express or implied, to act on behalf of the
10 CITY in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind
11 the CITY to any obligation whatsoever, unless otherwise provided in this Agreement.

12 As an independent contractor, TGI shall not be eligible for any benefits, which the City may
13 provide to its employees and all persons, if any, hired by TGI shall be employees or subcontractors of
14 TGI and shall not be construed as employees or agents of the CITY in any respect. TGI shall receive
15 no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty
16 (40) hours per work week, or work performed during non-standard business hours, such as in the
17 evenings or on weekends. TGI shall not receive a premium or enhanced pay for work performed on a
18 recognized holiday. TGI shall not receive paid time off for days not worked, whether it be in the form
19 of sick leave, administrative leave, or for any other form of absence. TGI shall pay all taxes,
20 assessments and premiums under the federal Social Security Act, any applicable unemployment
21 insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal
22 property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in
23 connection with the services to be performed by TGI.

24 **7. STANDARD OF PERFORMANCE.** TGI represents and warrants to CITY that TGI
25 is skilled and able to provide such services described in the Scope of Work and that such services shall
26 be performed in an expeditious manner, and with the degree of skill and care that is required by
27 current, good, and sound procedures and practices. TGI further agrees that the services shall be in
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1 conformance with generally accepted professional standards prevailing at the time work is performed.
2 Work will be performed under the direction of CITY's Authorized Representative.

3 **8. PERFORMANCE BY TGI.** TGI shall not employ other consultants, subconsultants,
4 experts, or contractors without the prior written approval of the CITY. Notwithstanding the
5 foregoing, CITY shall not be obligated or liable for payment hereunder to any party other than the
6 TGI. TGI hereby designates the TGI's representative as the person primarily responsible for the day-
7 to-day performance of TGI's work under this Agreement. TGI shall not change the TGI's
8 representative without the prior written consent of the CITY. Unless otherwise expressly agreed by
9 the CITY, TGI's representative shall remain responsible for the quality and timeliness of performance
10 of the services, notwithstanding any permitted or approved delegation hereunder.

11 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
12 furnished by TGI pursuant to this Agreement are instruments of TGI's services in respect to this
13 project. They are not intended nor are represented to be suitable for reuse by others except CITY on
14 extensions of this project or on any other project. Any reuse without specific written verification and
15 adoption by TGI for the specific purposes intended will be at user's sole risk and without liability or
16 legal exposure and expenses to TGI, including attorney's fees arising out of such unauthorized reuse.

17 TGI's records, documents, calculations, and all other instruments of service pertaining to
18 actual project shall be given to CITY at the completion of the project. The CITY reserves the right to
19 specify the file format that electronic document deliverables are presented to the CITY.

20 **10. INDEMNIFICATION.** TGI agrees to defend, indemnify and hold harmless the
21 CITY, its officers, officials, employees, agents and volunteers from and against any and all claims,
22 demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other
23 litigation expenses) arising out of the TGI's performance under the terms of this Agreement. This
24 indemnification obligation on TGI's part shall not apply to demands, actions, losses, damages,
25 injuries, and liability arising out of sole negligence or willful misconduct on the part of CITY.

26 **11. INSURANCE.** TGI shall, at its own expense, procure and maintain in full force at all
27 times during the term of this Agreement the following insurance:
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1 **A. Commercial General Liability Coverage.** TGI shall maintain commercial
2 general liability insurance with limits of no less than one million dollars (\$1,000,000) combined
3 single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily injury,
4 personal injury, and property damage.

5 **B. Automobile Liability Coverage.** TGI shall maintain automobile liability
6 insurance covering all vehicles used in the performance of this Agreement providing a one million
7 dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and
8 property damage.

9 **C. Professional Liability Coverage (Errors and Omissions).** TGI shall maintain
10 professional liability insurance with coverage for all negligent errors, acts or omissions committed by
11 TGI, its agents and employees in the performance of this Agreement. The amount of this insurance
12 shall be not less than one million dollars (\$1,000,000) on a claims made annual aggregate basis or a
13 combined single limit per occurrence basis.

14 **D. Compliance with State Workers' Compensation Requirements.** TGI
15 covenants that it will insure itself against liability for Workers' Compensation pursuant to the
16 provisions of California Labor Code §3700, et seq. TGI shall, at all times, upon demand of the City,
17 furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in
18 accordance with the California Labor Code. The insurer shall also agree to waive all rights of
19 subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from
20 work performed by TGI for CITY. This provision shall not apply upon written verification by TGI
21 that TGI has no employees.

22 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to
23 contain the following provisions:

24 **(1) Additional Insured.** CITY, its officers, agents, employees, and
25 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
26 performed by or on behalf of TGI and operations of TGI, premises owned, occupied, or used by TGI.
27 The coverage shall contain no special limitations on the scope or protection afforded to CITY, its
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1 officers, officials, employees, or volunteers.

2 Except for worker's compensation and professional liability insurance, the policies mentioned
3 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
4 CITY. TGI shall also provide timely and prompt notice to CITY if TGI receives any notice of
5 cancellation or nonrenewal from its insurer.

6 (2) **Primary Coverage.** TGI's insurance coverage shall be primary
7 insurance with respect to CITY, its officers, officials, employees, and volunteers. Any insurance,
8 risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, or
9 volunteers shall be in excess of TGI's insurance and shall not contribute with it.

10 (3) **Reporting Provisions.** Any failure to comply with the reporting
11 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,
12 employees, or volunteers.

13 (4) **Verification of Coverage.** TGI shall furnish CITY with certificates of
14 insurance and the original endorsements effecting coverage required by this Agreement. The
15 certificates and endorsements for each insurance policy are to be signed by a person authorized by that
16 insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an insurance
17 carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and shall be
18 delivered to CITY at the time of the execution of this Agreement or before work commences. Such
19 policies and certificates shall be in a form approved by the City Attorney. CITY reserves the right to
20 require complete certified copies of all required insurance policies at any time.

21 **12. TIME OF PERFORMANCE.** The time of performance of the services under this
22 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
23 shall be strictly construed.

24 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
25 suspend further performance by TGI. All suspensions shall extend the time schedule for performance
26 in a mutually satisfactory manner, and TGI shall be paid for services performed and reimbursable
27 expenses incurred prior to the suspension date. During the period of suspension, TGI shall not receive
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1 any payment for services, or expenses, except for reasonable administration expenses, incurred by
2 TGI by reason of such suspension.

3 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
4 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
5 notice if TGI breaches this Agreement. In the event of any termination, TGI shall promptly deliver to
6 the CITY any and all finished and unfinished reports or other written, recorded, photographic, or
7 visual materials, documents, data, and other deliverables (“Work Materials”) prepared for the CITY
8 prior to the effective date of such termination, all of which shall become CITY’s sole property. After
9 receipt of the Work Materials, CITY will pay TGI for the services performed as of the effective date
10 of the termination.

11 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
12 TGI agrees as follows:

13 **A. Equal Employment Opportunity.** In connection with the execution of this
14 Agreement, TGI shall not discriminate against any employee or applicant for employment because of
15 race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the
16 following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment
17 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for
18 training including apprenticeship.

19 **B. Nondiscrimination Civil Rights Act of 1964.** TGI will comply with all
20 federal regulations relative to nondiscrimination in federally assisted programs.

21 **C. Solicitations for Subcontractors including Procurement of Materials and**
22 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by TGI for work
23 to be performed under a subcontract including procurement of materials or leases of equipment, each
24 potential subcontractor, supplier or lessor shall be notified by TGI of TGI’s obligation under this
25 Agreement and the regulations relative to nondiscrimination on the grounds of race, religion, color,
26 sex, or national origin.

27 **16. CONFLICT OF INTEREST.**
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1 A. TGI covenants and represents that neither it, nor any officer or principal of its
2 firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with
3 the interests of CITY or which would in any way hinder TGI's performance of services under this
4 Agreement. TGI further covenants that in the performance of the Agreement, no person having any
5 such interest shall be employed by it as an officer, employee, agent or subcontractor without the
6 express written consent of the CITY. TGI agrees to at all times avoid conflicts of interest, or the
7 appearance of any conflicts of interest, with the interests of the CITY in the performance of this
8 Agreement.

9 B. TGI is not a designated employee within the meaning of the Political Reform
10 Act because TGI:

11 (1) Will conduct research and arrive at conclusions with respect to its rendition
12 of information, advice, recommendation or counsel independent of the control and direction of the
13 CITY or of any CITY official, other than normal contract monitoring; and

14 (2) Possesses no authority with respect to any CITY decision beyond the
15 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

16 **17. COMPLIANCE WITH LAWS.** TGI shall comply with all applicable Federal, State
17 of California, and local laws, rules, and regulations and shall obtain all applicable licenses, including a
18 business license with the City of Concord, and permits for the conduct of its business and the
19 performance of the services.

20 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
21 with the laws of the State of California, excluding any choice of law rules which may direct the
22 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
23 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
24 County of Contra Costa, California.

25 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
26 condition contained in the Agreement, or any default in their performance of any obligations under the
27 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
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1 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
2 constitute a continuing waiver of same.

3 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
4 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
5 a court of competent jurisdiction, CITY and TGI shall negotiate an equitable adjustment in the
6 provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
7 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
8 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
9 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
10 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
11 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

12 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
13 incorporated herein by reference. The Agreement contains the entire agreement and understanding
14 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
15 contemporaneous agreements, commitments, representation, writings, and discussions between TGI
16 and CITY, whether oral or written.

17 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
18 **JOINT VENTURE.** CITY and TGI respectively, bind themselves, their successors, assigns, and
19 legal representatives to the terms and obligations of this Agreement. TGI shall not assign or transfer
20 any interest in the Agreement without the CITY's prior written consent, which consent shall be in the
21 CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be
22 void. This Agreement is not intended and shall not be construed to create any third party benefit.
23 This Agreement is not intended and shall not be construed to create a joint venture or partnership
24 between the parties. TGI, its officers, employees and agents shall not have any power to bind or
25 commit the CITY to any decision.

26 **23. FINANCIAL RECORDS.** Records of TGI's direct labor costs, payroll costs, and
27 reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally
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THOR, INC.

CITY OF CONCORD, a Municipal Corporation

By: _____
Name: David Rains
Title: General Manager
Address: 840 Apollo Street, Suite 225
El Segundo, CA 90245
Telephone: (310) 727-5623

By: _____
Name: Valerie J. Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3189

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2014

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2014-2015 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF \$120,000. Account Code _____.

Finance Director's Signature



Client #: 436613
 Client Purchase Order #:
 Master Agreement #
 Job Order # 30877
 Date: November 21, 2014

Client Services Agreement Consultant Attachment- Statement of Work

Reference Master Agreement between THOR, INC. and Client
 For Each Consultant

TGI: THOR, INC.
 840 Apollo St, Suite 225
 El Segundo, CA 90245
 Tel: (310) 727-1777
 Fax: (310) 727-1770
 E-mail: davidr@thorgroup.com

Client: City of Concord
 1950 Parkside Drive MS / 50
 Concord, CA 94519

- a. Contractors Name: Mr. Tomislav Galeb

- b. Scope of Work: Assistance with support of the Lawson Financials and Human Resources modules.

- c. Under the Direction of: Mr. Tim Stuart, Information Technology Manager

- d. Approximate Start Date: Estimated on or after 12/22/2014 through 6/30/2015

- e. Approximate Length of Assignment Extension: 1040 hours

- f. Standard Service Bill Rate: \$114/hour for 1040 hours with a budget of \$120,000

- g. Overtime Service Bill Rate: N/A

- h. Double-time Service Bill Rate: N/A

- i. Travel Expense: If Client requires Consultant to travel beyond primary location, the Client agrees to pay airfare, hotel, rental car and per diem.

- j. Special Instructions:

The parties hereto hereby agree that (a) TGI is only providing an individual Consultant to Client under the terms of the Professional Services Agreement, including exhibits thereto, and (b) Client is solely responsible for defining Scope of Work, overseeing the work performed by such Consultant, and utilizing and implementing the work produced by such Consultant.

Hiring of Consultant

- a) During the period from the date of this Agreement to the later of one (1) year after the completion of the tasks in the Scope of Work or two (2) years after the date of this Agreement, Client hereby agrees not to solicit or accept for employment (other than through TGI) the TGI Consultant on a permanent, temporary, or contract basis. This applies to any position within Client.

b) Should Client breach (a), since it would be difficult to determine the amount of damage, Client hereby agrees to pay TGI, as liquidated damages, the greater of an amount equal to 20% of the dollars being earned by Consultant services on a contract basis or 20% of Consultant's first year's full-time permanent employee or consulting compensation if Consultant is hired.

Signatures:

Authorized Client Representative

THOR, INC. Representative

Signature



Signature

Name

Terry Thormodsgaard
Name

Title

President
Title

Date

November 21, 2014
Date
