



DATE: May 26, 2015

TO THE HONORABLE MAYOR AND COUNCIL:

SUBJECT: APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOR, INC. IN THE AMOUNT OF \$57,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$177,000 IN THE INITIAL TERM, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT (GENERAL FUNDS)

Report in Brief

The Information Technology Department has an existing contract with Thor, Inc. to provide technical support to City financial, human resources and budgeting software systems in order to keep the City's mission critical business and revenue generating systems operational. The funds in the existing contract term will be depleted by May 25th due to a significant work load increase caused by Federal and PERS mandates, and additional support needs for the City's Lawson, Accela and Class systems.

The additional funds will extend the contract through the remainder of the year for continued support for the Finance and Human resource departments. This additional funding will allow staff to meet mandated deadlines, perform a required upgrade to ensure stability of our Lawson financial and human resources system, and provide for short notice reporting requirements for labor negotiations. The skill sets provided by Thor, Inc. are very specific and include Cobol programming, SQL database support and senior level business systems analysis and report writing; these skills are not replicable by City staff.

Staff is recommending that the City Council approve an Amendment to the Professional Services Agreement with Thor, Inc. to provide additional support to the City for the City's financial and human resource system related to negotiations and continued support for implementation of federal and state mandates by adding up to \$57,000 to the contract for the initial term, December 10, 2014 – June 30, 2015, for a total not-to exceed amount of \$177,000.

Background

The City Council has set as a Priority Area of Focus to use new technology to enhance customer service and organizational efficiency. This focus, 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 improved technologies. To meet these challenges, the IT Department uses technical and 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:

- ✓ The City has access to the skills it needs when it needs them. Given the diversity of the City's IT functions staffing 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 set needs through contracts.

APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOR, INC. IN THE AMOUNT OF \$57,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$177,000 IN THE INITIAL TERM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENTS (GENERAL FUNDS)

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- ✓ The City does not have to carry the cost of training and maintaining highly technical skills when it contracts with companies for these services.

Additionally, the use of contract technical professionals with high skill sets facilitates using fewer people to deliver comparable levels of service and support when compared to traditional staffing models.

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 while maintaining levels of service.

Discussion

Staff proposes a Professional Services Agreement amendment to add \$57,000, for a maximum amount of \$177,000, to the initial contract term, with Thor, Inc.

Thor Consulting: Thor Consulting provides Senior Systems Analyst 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; the sanitary and storm sewer management system used by the Public Works Department; and the HR / Finance system supporting all Departments.

Staff proposes a Professional Services Agreement Amendment for additional services with Thor Consulting. The requested additional compensation would provide additional short term technical expert support for the City's financial and land based business systems, preparation for required Lawson business system upgrades and additional services for programming and reports necessary to support the City's Finance and Human Resource departments during the negotiation process, and the following PERS and federal mandated modifications in our Lawson financial and human resources software:

- Mandated enhanced Affordable Care Act reporting for the Internal Revenue Service
- Mandated payroll adjustment reporting changes for the Internal Revenue Service
- Mandated programing corrections and modifications to payroll pay code reporting for PERS
- Timecard and payroll rules modifications due to labor negotiations changes

The not-to-exceed amount does not represent a commitment for the City to expend the full amount. Rather the proposed contract amendment provides funding for planned support needs including Affordable Care Act and IRS mandates, PERS changes, day to day operations support for financial and land use business systems, necessary upgrades to the City's Lawson system, and also allows flexibility to address unplanned or emergency situations including necessary support for labor negotiation reports.

APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOR, INC. IN THE AMOUNT OF \$57,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$177,000 IN THE INITIAL TERM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENTS (GENERAL FUNDS)

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Fiscal Impact

There are adequate funds in the IT Department's operating budget to support this contract change.

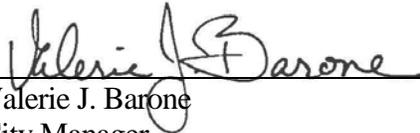
Public Contact

Posting of the City Council Agenda

Recommendation for Action

Staff recommends that the City Council approve an Amendment to the Professional Services Agreement with Thor, Inc. for an additional \$57,000 in the not to exceed amount of \$177,000 for Fiscal Year 2014-2015 and to authorize the City Manager to execute the Amendments. (General Funds)

Prepared by: Tim Stuart
IT Applications and Project
Management Office Manager
Tim.stuart@cityofconcord.org



Valerie J. Barone
City Manager

Valerie.barone@cityofconcordl.org

Reviewed by: Jeff Lewis
Director of Information Technology
Jeff.lewis@cityofconcord.org

Attachment 1: Agreement for Professional Services with Thor, Inc. dated December 10, 2014

Attachment 2: First Amendment to Professional Agreement, Thor Consulting, Inc.

ORIGINAL

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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7/26/2013

01/14/15 cc: Thor, Inc., IT, File

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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 Tom
13 Ackerson, National Practice 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 performanc. 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 shall not change the TGI's representative without the prior written consent of the CITY.
7 Unless otherwise expressly agreed by the CITY, TGI's representative shall remain responsible for the
8 quality and timeliness of performance of the services, notwithstanding any permitted or approved
9 delegation hereunder.

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

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

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

25 **11. INSURANCE.** TGI shall, at its own expense, procure and maintain in full force at all
26 times during the term of this Agreement the following insurance:

27 **A. Commercial General Liability Coverage.** TGI shall maintain commercial
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1 general liability insurance with limits of no less than one million dollars (\$1,000,000) combined
2 single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily injury,
3 personal injury, and property damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

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

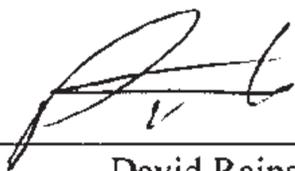
11 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
12 incorporated herein by reference. The Agreement contains the entire agreement and understanding
13 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
14 contemporaneous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

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

25 **23. FINANCIAL RECORDS.** Records of TGI's direct labor costs, payroll costs, and
26 reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally
27 recognized accounting basis and made available to CITY if and when required.

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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 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: Jan 13, 2014⁵

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 63426051201-63800-500


Finance Director's Signature

OK
OP
1/12/15.



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.

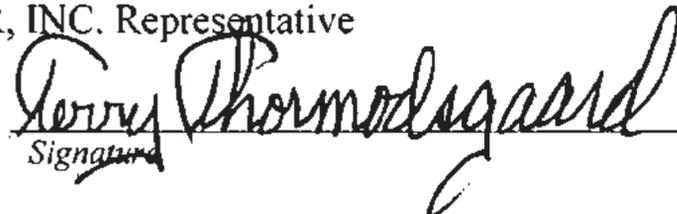
b) Should Client breach (a), since it would be difficult to determine the amount of damage, Client hereby agrees to pay TGI, as liquidated damages, the greater of an amount equal to 20% of the dollars being earned by Consultant services on a contract basis or 20% of Consultant's first year's full-time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

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment to Agreement is entered into on May 26, 2015 (EFFECTIVE DATE) by and between the CITY OF CONCORD, a municipal corporation, (“CITY”) and Thor, Inc. (“TGI”) dated December 10, 2014, referenced as Council Agreement No. 5364.

WHEREAS, the CITY and TGI entered into an agreement dated December 10, 2014 to provide Lawson Financial and Human Resources specialized consulting services on an hourly basis; and

WHEREAS, the parties hereto desire to amend the agreement to provide for additional compensation; and

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

Section 1. Section 3, PAYMENT, is amended to read as follows:

3. PAYMENT. With this amendment to the original agreement of December 10, 2014, TGI shall be compensated in the additional amount of \$57,000, for a total not to exceed amount of \$177,000 during the Initial Term for professional services and reimbursable expenses, as more particularly described in Exhibit A of the original agreement, in accordance with terms and conditions included therein.

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

Except as expressly amended herein, all other terms and conditions of the Agreement dated December 10, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year written above.

SIGNATURES ON FOLLOWING PAGE

CITY OF CONCORD

THOR, INC

By: _____
Valerie Barone, City Manager

By: _____
David Rains, General Manager

Dated: _____, 2015

Dated: _____, 2015

APPROVED AS TO FORM:

ATTEST:

Mark S. Coon
City Attorney

Joelle Fockler, CMC
City Clerk

**Finance Director's Certification
City of Concord, CA**

DATE:

ACCOUNT CODE: 634-2605-1Z01-63800-0500

AMOUNT: \$57,000

I hereby certify that adequate funds exist or will be received during the fiscal year 2014/2015 to pay the anticipated expenses to be incurred pursuant to this contract.

Date

Karan Reid
Director of Finance