

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: June 23, 2015

SUBJECT: EXTEND CURRENT AGREEMENTS BETWEEN THE CITY OF CONCORD AND THEBS CONSULTING, LLC; BOTTS STRATEGIC SOLUTIONS; AND ROBERT HALF INTERNATIONAL, INC TO PROVIDE FOR NETWORK INFRASTRUCTURE SUPPORT AND TECHNICAL STAFFING ON A MONTH-TO-MONTH BASIS, FOR A MAXIMUM OF FIVE MONTHS TO NOVEMBER 30, 2015, WHILE A COMPETITIVE REQUEST FOR PROPOSAL PROCESS FOR THESE SERVICES IS COMPLETED (GENERAL FUNDS)

Report in Brief

Staff recommends Council approve the extension of the professional services agreement with Thebs Consulting, LLC, Botts Strategic Solutions and Robert Half International, Inc. to a month-to-month basis for a maximum of five months to November 30, 2015. This is necessary because staff will be putting these involved contracts into a competitive process and it is critical the City maintains support while this process occurs. Staff recommends Council authorize the City Manager to execute the Agreements.

Background/Discussion

The City of Concord has professional services agreements with Thebs Consulting, LLC, Botts Strategic Solutions and Robert Half International, Inc. to provide network and server support. The current agreements expire on June 30, 2015. In order to assure that the City is receiving the best value for its investments in outside consulting firms to support the City's network and infrastructure, staff is using a request for proposal process. At the end of the RFP process, staff will bring the recommended vendor agreements before Council for consideration and approval. To maintain services while this process is completed, a month-to-month extension of the existing contracts is required.

Fiscal Impact

The extensions to the agreement(s) for Network and Infrastructure Support and Technical Staffing Services are included in the FY 2015-2016 Information Technology proposed budget and 10 year financial forecast based on the existing hourly contract rates and average monthly invoices for the current fiscal year for a not exceed amount per the five month term as follows:

EXTEND CURRENT AGREEMENT BETWEEN THE CITY OF CONCORD AND THEBS CONSULTING, LLC, BOTTS STRATEGIC SOLUTIONS AND ROBERT HALF INTERNATIONAL, INC TO PROVIDE FOR NETWORK AND SERVER SUPPORT ON A MONTH-TO-MONTH BASIS WHILE RFP/SOQ# 2327 NETWORK AND INFRASTRUCTURE SUPPORT AND TECHNICAL STAFFING SERVICES IS EVALUATED AND A NEW VENDOR IS SELECTED FOR A MAXIMUM OF FIVE MONTHS TO NOVEMBER 30, 2015.

June 23, 2015

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- Thebs Consulting, LLC - not to exceed \$85,000 (at \$80 per hour)
- Botts Strategic Solutions - not to exceed \$79,000 (at \$80 per hour)
- Robert Half International - not to exceed \$81,000 (at agreed upon hourly rates)

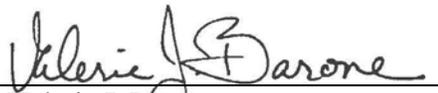
Public Contact

Posting of the Council Agenda as required by law.

Recommendation for Action

Staff recommends the City Council approve a month-to-month extension to the agreement(s) with Thebs Consulting, LLC, Botts Strategic Solutions and Robert Half International, Inc. to continue Network and Infrastructure Support and Technical Staffing Services to the City of Concord, and authorize the City Manager to execute the agreements.

Prepared by: Doug Elloway
Operations Manager
Information Technology
Doug.Elloway@cityofconcord.org



Valerie J. Barone
City Manager
Valerie.Barone@cityofconcord.org

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

- Attachment 1: Amendment Three for Agreement with Thebs Consulting, LLC
Attachment 2: Amendment Three for Agreement with Botts Strategic Solutions
Attachment 3: Amendment Three for Agreement with Robert Half International, Inc.

THIRD AMENDMENT TO MASTER SERVICES AGREEMENT

1 This Third Amendment to Professional Services Agreement is entered into on this date, June
2 24, 2015, and amends the July 1, 2012 Professional Services Agreement between the City of Concord
3 (“CITY”) and **Thebs Consulting, LLC.**, 527 Crownpointe Circle, Vacaville CA 95687.

4 **WHEREAS**, the CITY and CONSULTANT entered into a Professional Services Agreement
5 dated July 1, 2012, wherein CONSULTANT agreed to provide Network & Infrastructure
6 Administration.

7
8 **WHEREAS**, under Section 5 “Term” the July 1, 2012 Professional Services Agreement
9 provides that the term of the Agreement shall be for a period of twelve (12) months from the Effective
10 Date of the Agreement, with an option to renew or extended for two (2) additional one (1) year
11 periods.

12 **WHEREAS**, on May 15, 2013, the parties agreed in writing to exercise the first option to
13 renew or extend the Professional Services Agreement for an additional period up to and including
14 June 30, 2014.

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16 **WHEREAS**, on July 2, 2014, the parties agreed in writing to exercise the second option to
17 renew or extend the Professional Services Agreement for an additional period up to and including
18 June 30, 2015.

19 **NOW THEREFORE**, in consideration of the promises and conditions set forth in the
20 Professional Services Agreement, the parties mutually desire to amend the Professional Services
21 Agreement as follows:

- 22
23 1. Section 5 of the Professional Services Agreement shall be amended to include Section
24 5.2., stating that upon execution of this Third Amendment to Professional Services
25 Agreement, the City and the Provider agree to extend the Agreement to a month-to-
26 month term during the review and selection of the new Network & Infrastructure
27 Administration consultant agreement. The month-to month extension will renew each
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1 month until notice of termination is provided as set forth in Section 5, as amended
2 herein, or until November 30, 2015, whichever is earlier.

3 2. Pursuant to Section 2 "SERVICES" and Schedule 4 of the Professional Services
4 Agreement, CONSULTANT shall provide Network & Infrastructure Administration
5 services on an hourly basis at the rate of \$80 per hour not to exceed \$85,000 (eighty
6 five thousand dollars) for the full term of this Third Amendment.

7
8 3. Except as expressly amended herein, all other terms and conditions of the Professional
9 Services Agreement shall remain in full force and effect.

10 **IN WITNESS WHEREOF**, the parties have executed this Third Amendment on the date
11 indicated below.

12 Dated: _____, 2015 THEBS CONSULTING, LLC.
13
14
15 BY: _____
16 Mathew Bowley, President
17 Thebs Consulting, LLC.,
18 527 Crownpointe Circle,
19 Vacaville CA 95687

20 Dated: _____, 2015 CITY OF CONCORD
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22 By: _____
23 Valerie J. Barone
24 City Manager

25 APPROVED AS TO FORM: ATTEST:
26 _____
27 City Attorney City Clerk
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FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2015/2016 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

THE SUM OF \$ 85,000.00.

Account Code 634-2615-1Z01-63800-0500.

Karan Reid,
Finance Director

THIRD AMENDMENT TO MASTER SERVICES AGREEMENT

1 This Third Amendment to Professional Services Agreement is entered into on this date, June
2 24, 2015, and amends the July 1, 2012 Professional Services Agreement between the City of Concord
3 (“CITY”) and **Botts Strategic Solutions**, 7405 Greenback Lane, suite 168, Citrus Heights CA 95610.

4 **WHEREAS**, the CITY and CONSULTANT entered into a Professional Services Agreement
5 dated July 1, 2012, wherein CONSULTANT agreed to provide Network & Infrastructure
6 Administration.

7
8 **WHEREAS**, under Section 5 “Term” the July 1, 2012 Professional Services Agreement
9 provides that the term of the Agreement shall be for a period of twelve (12) months from the Effective
10 Date of the Agreement, with an option to renew or extended for two (2) additional one (1) year
11 periods.

12 **WHEREAS**, on July 1, 2013, the parties agreed in writing to exercise the first option to renew
13 or extend the Professional Services Agreement for an additional period up to and including June 30,
14 2014.

15
16 **WHEREAS**, on July 1, 2014, the parties agreed in writing to exercise the second option to
17 renew or extend the Professional Services Agreement for an additional period up to and including
18 June 30, 2015.

19 **NOW THEREFORE**, in consideration of the promises and conditions set forth in the
20 Professional Services Agreement, the parties mutually desire to amend the Professional Services
21 Agreement as follows:

- 22
23 1. Section 5 of the Professional Services Agreement shall be amended to include Section
24 5.2., stating that upon execution of this Third Amendment to Professional Services
25 Agreement, the City and the Provider agree to extend the Agreement to a month-to-
26 month term during the review and selection of the new Network & Infrastructure
27 Administration consultant agreement. The month-to month extension will renew each
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1 month until notice of termination is provided as set forth in Section 5, as amended
2 herein, or until November 30, 2015, whichever is earlier.

3 2. Pursuant to Section 2 "SERVICES" and Schedule 4 of the Professional Services
4 Agreement, CONSULTANT shall provide Network & Infrastructure Administration
5 services on an hourly basis at the rate of \$80 per hour not to exceed \$79,000 (seventy
6 nine thousand dollars) for the full term of this Third Amendment.

7
8 3. Except as expressly amended herein, all other terms and conditions of the Professional
9 Services Agreement shall remain in full force and effect.

10 **IN WITNESS WHEREOF**, the parties have executed this Third Amendment on the date
11 indicated below.

12 Dated: _____, 2015

BOTTS STRATEGIC SOLUTIONS

15 BY: _____

Garrison Botts, President
Botts Strategic Solutions
7405 Greenback Lane, Suite 168
Citrus Heights CA 95610

19 Dated: _____, 2015

CITY OF CONCORD

21 By: _____

Valerie J. Barone
City Manager

24 APPROVED AS TO FORM:

ATTEST:

26 _____
City Attorney

26 _____
City Clerk

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FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2015/2016 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

THE SUM OF \$ 86,000.00.

Account Code 634-2615-1Z01-63800-0500.

Karan Reid,
Finance Director

THIRD AMENDMENT TO MASTER SERVICES AGREEMENT

1 This Third Amendment to Professional Services Agreement is entered into on this date, June
2 24, 2015, and amends the February 18, 2011 Master Services Agreement between the City of Concord
3 (“CITY”) and **Robert Half International, Inc.**, located at 1999 Harrison Street, suite 1100, Oakland ,
4 California 94612 (CONSULTANT).

5 **WHEREAS**, the CITY and CONSULTANT entered into a Professional Services Agreement
6 dated June 26, 2012, wherein CONSULTANT agreed to provide Technical Staffing Services.
7

8 **WHEREAS**, under Section 5 “Term” of the June 26, 2012 Professional Services Agreement
9 provides that the term of the Agreement shall be for a period of twelve (12) months from the Effective
10 Date of the Agreement, with an option to renew or extended for two (2) additional one (1) year
11 periods.

12 **WHEREAS**, on June 10, 2013 the parties agreed in writing to exercise the first option to
13 renew or extend the Professional Services Agreement for an additional period up to and including
14 June 30, 2014.
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16 **WHEREAS**, on July 1, 2014, the parties agreed in writing to exercise the second option to
17 renew or extend the Professional Services Agreement for an additional period up to and including
18 June 30, 2015.

19 **NOW THEREFORE**, in consideration of the promises and conditions set forth in the
20 Professional Services Agreement, the parties mutually desire to amend the Professional Services
21 Agreement as follows:
22

- 23 1. Section 5 of the Professional Services Agreement shall be amended to include Section
24 5.2, stating that upon execution of this Third Amendment to Master Services
25 Agreement, the City and the Provider agree to extend the Agreement to a month-to-
26 month term during the review and selection of the new technical staffing consultant
27 agreement. The month-to month extension will renew each month until notice of
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1 termination is provided as set forth in Section 5, as amended herein, or until November
2 30, 2015, whichever is earlier.

3 2. Section 2 "Services" of the Professional Services Agreement, shall be amended to;
4 CONSULTANT shall provide Technical Staff Services on an hourly basis at an agreed
5 hourly rate not to exceed \$81,000 (eighty one thousand dollars) for the full term of this
6 Third Amendment to backfill open positions and provide supplemental expertise for
7 projects, as requested by CITY.

8 3. Except as expressly amended herein, all other terms and conditions of the Professional
9 Services Agreement shall remain in full force and effect.

10 **IN WITNESS WHEREOF**, the parties have executed this Third Amendment on the date indicated
11 below.

12 Dated: _____, 2015 ROBERT HALF INTERNATIONAL, INC.

13
14
15
16 BY: _____
17 Randi Weitzman
18 Regional Manager
19 1999 Harrison Street, Suite 1100
20 Oakland CA 94612

21 Dated: _____, 2015 CITY OF CONCORD

22 By: _____
23 Valerie J. Barone
24 City Manager

25 APPROVED AS TO FORM:

26 ATTEST:

27 _____
28 City Attorney

City Clerk

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FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2015/2016 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

THE SUM OF \$ 81,000.00.
Account Code 634-2615-1Z01-63800-0500 & 634-2605-1Z01-63800-0500.

Karan Reid,
Finance Director