

ITEM 4.7

CITY MANAGER'S REPORT APRIL 10, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE AMENDMENT NO. 2 WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE PROFESSIONAL SERVICES IN THE BUILDING DEPARTMENT FOR THE ENERGOV IMPLEMENTATION**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 2 with Robert Half International, Inc. to provide Professional Services in the Building Department for the EnerGov Implementation**

SUMMARY:

City staff utilizes development services software to perform a variety of day-to-day functions across many departments. The City has been focusing on the EnerGov implementation to optimize permit processing, plan review, workflow monitoring, field inspections, and payment processing.

Additional services are necessary for the ongoing implementation. In April 2023, the City entered into a Professional Services Agreement (PSA) with Robert Half International, Inc. (Robert Half) to assist in the configuration of EnerGov software. The City staff has been satisfied with the services received from Robert Half and has requested a proposal for additional support services necessary for successfully finalizing the implementation of EnerGov.

Staff is requesting Council approve Amendment No. 2 with Robert Half in the amount not to exceed \$187,200. Sufficient funds have been allocated in the adopted Fiscal Year (FY) 22/23. Future cost increases beyond July 2023 will be covered in the CIP GG 20-15 presented to Council for FY budget 23/24 and 24/25.

BACKGROUND:

With the amount of development activity over the past few years, the City needed a system that will provide developers and citizens with a reasonable turnaround time for inspection and a plan review processes with electronic submissions and responses. The ability to submit plans and schedule inspections electronically will eliminate daily manual entry, which includes the creation, scheduling, tracking, and resulting of inspections. Furthermore, integrating the City's current processes and GIS system in a single software solution will create higher productivity and more efficient handling of data.

City Council approved the purchase of a new software system called EnerGov to streamline permit processing, plan review, workflow tracking, field inspections and payment processing. City staff began implementing the new software system and in April 2022 entered into a PSA with Robert Half to assist with EnerGov software.

**APRIL 10, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 2 WITH ROBERT HALF TO PROVIDE
PROFESSIONAL SERVICES IN THE BUILDING DEPARTMENT FOR ENERGOV
IMPLEMENTATION**

City staff has been pleased with the services provided by Robert Half and requested a proposal for support services needed to complete the implementation of EnerGov.

REASON FOR RECOMMENDATION:

The City has been focusing on the EnerGov implementation to optimize permit processing, plan review, workflow monitoring, field inspections, and payment processing. Additional services are necessary for the ongoing implementation.

FISCAL IMPACT:


The contract cost associated with Amendment No. 2 is not to exceed \$187,200: which will be paid on a time and material basis. There is currently \$51,100 available in the current council approved operating budget for this Fiscal Year, within the Building Fund, Account Number 2015-50-30-420-01-00. Staff does not anticipate contract costs to exceed the budgeted amount prior to the Fiscal Year end. The future year costs associated with Amendment No. 2, of approximately \$136,100 for the period beginning Fiscal Year 23/24 will be incorporated into Capital Improvement Project GG 20-15: EnerGov Development Services Module. The funds connected to this project will be presented to Council for approval during the budget process for Fiscal Year 23/24 and 24/25.

ATTACHMENTS:

- A. Resolution Approving Amendment No. 2 with Robert Half International, Inc. Provide Professional Services In the Building Department For EnerGov Implementation and Approve Budget Amendment
- B. Amendment No. 2 with Robert Half International, Inc. to Professional Services In the Building Department for EnerGov Implementation.


CITY MANAGER'S REPORT
APRIL 10, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 2 WITH ROBERT HALF TO PROVIDE
PROFESSIONAL SERVICES IN THE BUILDING DEPARTMENT FOR ENERGOV
IMPLEMENTATION

APPROVALS:



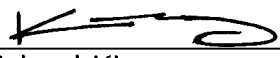
Ed Short
Chief Building Official

4-4-2023
Date



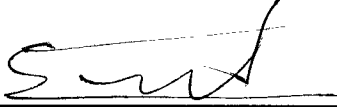
Cari James
Finance Director

4/4/2023
Date



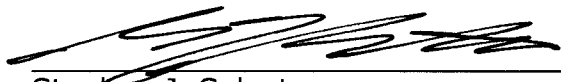
Michael King
Assistant City Manager

4/4/2023
Date



Salvador Navarrete
City Attorney

4.4.2023
Date



Stephen J. Salvatore
City Manager

4.4.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 2 WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE PROFESSIONAL SERVICES IN THE BUILDING DEPARTMENT FOR THE ENERGOV IMPLEMENTATION

WHEREAS, City staff utilizes development services software to perform a variety of day-to-day functions across many departments. The City has been focusing on the EnerGov implementation to optimize permit processing, plan review, workflow monitoring, field inspections, and payment processing; and

WHEREAS, in April 2022, the City entered into a Professional Services Agreement (PSA) with Robert Half International, Inc. (Robert Half) to assist with EnerGov software configuration in the amount of \$47,000; and

WHEREAS, in August 2022, Amendment No. 1 was approved by Council not to exceed \$93,600; and

WHEREAS, Amendment No. 2 will allow for an amount not to exceed \$187,200. Sufficient funds have been allocated in the adopted Fiscal Year (FY) 22/23. Future cost increases beyond July 2023 will be covered in the CIP GG 20-15 presented to Council for FY budget 23/24 and 24/25.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Amendment No. 2 with Robert Half International, Inc. to provide Professional Services in the Building Department for the EnerGov Implementation.

The foregoing resolution was passed and adopted this 10th day of April 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 2

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
ROBERT HALF INTERNATIONAL, INC. DATED APRIL 10, 2023**

**TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES IN THE BUILDING
DEPARTMENT FOR ENERGOV IMPLEMENTATION**

THIS AMENDMENT (hereinafter "AMENDMENT NO. 2") to the agreement between Robert Half International, Inc. and the City of Lathrop dated April 21, 2022, (hereinafter "AGREEMENT") dated for convenience this **10th day of April 2023**, is by and between **Robert Half International, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Services in the Building Department for EnerGov Implementation, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, on April 21, 2022, CONSULTANT and CITY entered into an AGREEMENT to provide Professional Services in the Building Department for EnerGov Implementation, in the amount not to exceed \$47,000; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 1 to provide Additional Professional Services in the Building Department for EnerGov Implementation; and

WHEREAS, CONSULTANT is willing to render such Professional Services in the Building Department for EnerGov Implementation, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AMENDMENT NO. 2 TO AGREEMENT

- (1) **Scope of Service. Section (1) of the AGREEMENT is hereby amended to add the following:**

CONSULTANT agrees to perform Professional Services in the Building Department for EnerGov Implementation in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated April 21, 2022. CONSULTANT agrees to diligently perform temporary staffing services in accordance with the upmost standards of its profession.

**CITY OF LATHROP – ROBERT HALF INTERNATIONAL, INC.
PROFESSIONAL SERVICES IN THE BUILDING DEPARTMENT FOR ENERGOV
IMPLEMENTATION**

(2) Compensation. Section (2) of the AGREEMENT for Professional Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional cost of **\$187,200** for the services set forth in Exhibit "A" of this AMENDMENT NO. 2. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work. Notwithstanding anything to the contrary in this Agreement, CONSULTANT may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if CONSULTANT continued to provide services after the Not-to-Exceed Amount was reached).

(3) Effective Date and Term

The effective date of AMENDMENT NO. 2 is **April 10, 2023**, and it shall terminate no later than **June 30, 2024**. AMENDMENT NO. 2 hereby extends the term of the original AGREEMENT to June 30, 2024. All other terms of the original AGREEMENT shall remain in full force and effect. The Estimated End Date set forth in section 2 of Exhibit A shall be deleted and changed to June 30, 2024.

(4) Applicability to Original PROFESSIONAL SERVICES AGREEMENT

All terms and conditions set forth in the AGREEMENT dated April 21, 2022 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

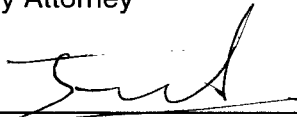
(5) Signatures

The individuals executing this AMENDMENT NO. 2 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 2 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**CITY OF LATHROP – ROBERT HALF INTERNATIONAL, INC.
PROFESSIONAL SERVICES IN THE BUILDING DEPARTMENT FOR ENERGOV
IMPLEMENTATION**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

4.4.2023

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore

Date

City Manager

Consultant:

Robert Half International, Inc.
10100 Trinity Parkway, Suite 330
Stockton, CA 95219
Phone: (925) 225-0690

Federal ID # 94-1648752
Lathrop Business License # 20402

Signature

Date

Print Name and Title

EXHIBIT A

ROBERT HALF STATEMENT OF WORK

This Robert Half Statement of Work RH (“SOW”), effective as of March 2nd, 2023, is entered into by and between **City of Lathrop** (“Client”) and Robert Half International Inc., through its technology practice group (“RH”).

- 1. **Scope of Engagement.** RH will assign one or more individual(s) to Client to assist Client with its completion of the following:

Consultant to be responsible for independently performing the full scope of routine and complex assigned duties to bring the EnerGov platform to a Go Live Status. They are to receive task guidance from the Chief Building Official and the ISD Management Analyst. The scope of tasks assigned will be specific to EnerGov Applications for the Permitting & Inspections modules, including but not limited to: 1. Core Configuration: CSS, EnerGov Permitting, EnerGov Inspections, associated System/Global settings. (a.) Custom Field/Online Custom Fields – creation and updates (b.) Fee/Fee Template/Fee Automation – creation and updates c. Reviews/Submittals/Items/Files/Conditions – creation and updates (d.) Workflow/Actions/Steps/Tasks, etc. – creation and updates (e.) Holds – creation and updates. 2. Report Configuration: (a.) EnerGov SSRS Reporting, Crystal Reports maintenance and creation, SQL Queries. 3. Automation: (a.) Intelligent Objects, Intelligent Actions, GeoRules, stored procedures, and views creation, modification and optimization specific to EnerGov Applications. 4. Testing: (a.) Testing as configurations are made / changed (b.) Daily Documentation of Testing (i.) Summary of Tasks Completed in Smartsheet to align with Timecard Reporting • Task • Status • Time Spent on Task • Log into the EnerGov – remaining items Log. 5. Training: (a.) Work with Department Administrator to create Training Materials (b.) Assist with preparing for and performing Department Training (c.) Daily Zoom Sharing Meetings (i.) Screensharing and training on items identified in daily work • 1 to 2 hours per day minimum. 6. Availability: (a.) Necessity to being available on call and through email with a time response of no more than an hour during expected business hours, unless notified of Out-Of-Office days / hours.

- 2. **Professionals.** RH will assign the following individual(s) (each a “Professional”) to Client for this engagement:

| Name of Professional | Hourly Bill Rate | Estimated Start Date | Estimated End Date |
|----------------------|------------------|----------------------|--------------------|
| Ricardo Mendoza | \$ 90.00/hr. | 4/25/2022 | 6/30/24 |

- 3. **Contact Information.**

| Client Representative | RH Representative |
|--|--|
| Name: Hailey Emery | Name: Caleb Banks |
| E-mail: hemery@ci.lathrop.ca.us | E-Mail: caleb.banks@roberthalf.com |
| Phone: 209-941-7343 | Phone: 415-564-3417 |
| Address: 390 towne centere drive Lathrop, CA 95330 | Address: 2180 harvard st. suite 250 Sacramento, CA 95815 |

- 4. **Termination.** Either party may terminate this SOW at any time upon [thirty] ([30]) days’ prior written notice to the other party.
- 5. **General Conditions of Engagement.** RH assigns the Professional(s) to Client pursuant to the General Conditions of Engagement attached hereto as Exhibit A and incorporated herein by reference.

Agreed to:
City of Lathrop
 By _____
 Authorized signature

Agreed to:
Robert Half International Inc.
DocuSigned by:
 By Jason King
667F04520774...
 Authorized signature

Name (type or print):

Name (type or print): Jason King

Date:

Date: 3/2/2023

Exhibit A General Conditions of Engagement

Required Screenings.

If Client requires RH to perform background checks or other placement screenings of the Professionals, Client agrees to notify RH prior to the start of Services under this SOW. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this SOW. If Client requests a copy of the results of any checks conducted on RH's Professionals, Client agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Scope of Assignment.

Client shall supervise the Professionals. Client will not permit or require a Professional (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; or (v) to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by the Professional.

Cash Handling and Other Financial Transactions and Activities.

If Client permits or allows a Professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, Client accepts sole responsibility for all claims, demands and liability that may arise from permitting these activities. Client represents and warrants that to the extent Client permits or allows a Professional to engage in the activities described in this paragraph, Client will not permit or allow a Professional to handle more than (i) \$1,000 per day if Client is a non-profit entity, or (ii) \$25,000 per day if Client is a for-profit entity.

Workplace Safety.

Client agrees that Client has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to Client's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Professionals working on Client's premises. To ensure the safety of potentially vulnerable individuals on Client's premises, Client agrees not to permit Professionals to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under Client's care, custody or supervision because of mental health impairments. If any assignment under this SOW is for work to be performed under a government contract or subcontract, Client will notify RH immediately of any obligations in the government contract or subcontract relating to wages.

Operation of Vehicles and Equipment.

RH does not authorize a Professional to operate machinery (other than office machines) or vehicles. If Client wishes to permit a Professional to drive for business purposes, Client accepts sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If Client requires a Professional to drive a vehicle owned by Client or by a Client employee, Client agrees to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will Client permit a Professional to: make bank deposits; carry cash in excess of \$100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that Client accepts full responsibility for, and that RH does not maintain insurance to cover any injury, damage, or loss that may result from Client's failure to comply with the foregoing.

Remote Work.

Client may request that a Professional provide services remotely (i.e., from a location other than Client's or Client's customer's premises) using a laptop and/or other computer or telecommunications equipment provided by Client or RH (collectively, the "Equipment"). In such case, Client acknowledges and agrees that RH shall have no control over, and Client shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment and related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security or integrity of the data and other information stored therein or transmitted thereby. Moreover, Client must not permit a Professional to save or store any Client files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). Client agrees that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

Claims.

Client hereby agrees to waive all claims against Robert Half International Inc. and its subsidiaries, divisions and affiliates, including their respective employees, officers and directors (individually and together, "Robert Half") and to defend and indemnify Robert Half against any claim, demand or liability arising from Client's failure to comply with the terms of this Agreement, including, but not limited to, claims arising from any damage to goods, materials or other items. Client agrees that it is responsible for reporting any claim to RH in writing during or within ninety (90) days after the termination of the applicable assignment. RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless Client has reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

Confidentiality.

Professionals will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Professional's signature. Client agrees to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Limitation on Liability.

Circumstances may arise where, because of a default on RH's part or other liability, Client is entitled to recover damages from RH. Regardless of the basis on which Client is entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation or other contract or tort claim), RH's liability, if any, will, in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the services that are the subject of the claim. Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. It is understood that Client is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for Client, and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Employment Taxes, Withholdings and Insurance.

Each party will maintain workers' compensation insurance and commercial liability insurance. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals. RH reserves the right to re-assign any Professional.

Guarantee.

RH guarantees Client's satisfaction with the services of each Professional by extending to Client a five (5) day (40 hours) guarantee period. If, for any reason, Client is dissatisfied with a Professional, RH will not charge for the first forty (40) hours worked during the applicable guarantee period, provided that Client allows RH to replace the Professional and Client contacts RH regarding its dissatisfaction before the end of the applicable guarantee period. Unless Client contacts RH before the end of the applicable guarantee period, Client agrees that the Professional is satisfactory. RH MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Services Provided on a Time and Materials Basis.

Notwithstanding any language to the contrary in this SOW with regard to fixed-price, deliverables or acceptance of deliverables, RH shall be compensated on an hourly basis only. RH is not providing deliverables under this SOW.

If, for any reason, any Professional is unable to complete his or her assignment, RH will endeavor to provide a suitable replacement, subject to Client's approval. If RH is unable to identify a replacement acceptable to Client, this SOW will be deemed to have automatically ended with respect to such Professional, except that Client shall remain liable to RH for services provided by such Professional prior to his/her termination.

Payment Terms.

Each Professional will present a time sheet or an electronic time record to Client's or Client's representative for verification and approval at the end of each week. RH will bill Client weekly for the total hours worked. RH's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by Client. In the event that Client fails to pay the invoices when due, Client agrees to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. RH may also increase its rates for the services provided under this SOW to reflect increases in RH's own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. RH will provide written or verbal notice of the technology fees and/or increase in rates for the services, and such increase will be prospective, starting as of the effective date RH specifies.

Overtime.

If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Expenses.

Travel and/or out-of-pocket expenses incurred by a Professional shall be reimbursed by Client immediately upon Client's receipt of invoice.

Hiring the Professional.

After Client evaluates the performance and potential of a Professional on the job, Client may wish to employ this person directly. In such event, Client agrees to pay a conversion fee. The conversion fee is payable if Client hires the Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the Professional's assignment. Client also agrees to pay a conversion fee if a Professional is hired by (i) a subsidiary or other related company or business as a result of Client's referral of the Professional to that company or (ii) one of Client's customers as a result of the Professional providing services to that customer. The conversion fee will be owed and invoiced upon Client's hiring of the Professional, and payment is due upon receipt of the invoice. The same calculation will be used if Client converts the Professional on a part-time basis using the full-time equivalent salary.

The conversion fee will equal Fifteen percent ([15]%) of the Professional's aggregate annual compensation, including bonuses.

Miscellaneous.

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from Client (such as a purchase order) are void. Any terms of this SOW which by their nature extend beyond the termination of this SOW will remain in effect until fulfilled, including any payment obligations, and apply to each party's respective successors and assignees. This SOW is the complete agreement regarding the engagement(s) identified on the first page of this SOW, and replaces any prior oral or written communications between RH and Client regarding such engagement(s).

**PAGE LEFT
INTENTIONALLY
BLANK**