



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute a Professional Services Agreement and Extensions With Robert Half Technology for Temporary Technical Support.

**MEETING DATE:** May 7, 2014

**PREPARED BY:** Information Systems Manager

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**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute a Professional Services Agreement and extensions with Robert Half Technology for temporary technical support.

**BACKGROUND INFORMATION:** For the past two and a half years, the Information Systems Division (ISD) has utilized a part-time contract employee to help cover the desktop support workload. Most recently, that employee, contracted through Adecco, secured a full time job elsewhere. Staff has selected Robert Half Technology over Adecco to fill this position because their profit and overhead load per hour is significantly less than Adecco, and Robert Half is known for attracting highly qualified technology candidates.

The day-to-day activities of this contract position include troubleshooting desktop PC problems, installing software, assisting City staff with technical questions, and completing other related tasks as assigned by ISD staff.

The proposed contract with Robert Half Technology is for 24 months, and is for an amount not to exceed \$110,000 for that two-year period.

Staff recommends that the City Manager be authorized to execute the Professional Services Agreement and up to two two-year extensions of the Professional Services Agreement.

**FISCAL IMPACT:** This agreement provides the staffing flexibility needed by the Information Systems Division at the lowest cost.

**FUNDING AVAILABLE:** Information Systems Division (100411.7323)

  
Jordan Ayers, Deputy City Manager

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**APPROVED:**   
Stephen Schwabauer, Interim City Manager

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ROBERT HALF INTERNATIONAL INC., doing business through its division, ROBERT HALF TECHNOLOGY (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for IT SUPPORT SERVICES (hereinafter "Project") as set forth in the Scope of Services attached hereto as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2  
SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A. CITY agrees to comply with CONTRACTOR'S terms and conditions as set forth in Exhibit A (General Conditions of Assignment).

**Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames.

The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on May 7, 2014 and terminates upon the completion of the Scope of Services or on May 7, 2016, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional two (2) two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

**ARTICLE 3  
COMPENSATION**

**Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a weekly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable as set forth in Exhibit A. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal provided in Exhibit B.

**Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4  
MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA. CONTRACTOR shall only be responsible for and shall bear all costs associated with ensuring that all requirements of the ADA are satisfied with respect to any and all CONTRACTOR'S employees performing services on an individual basis which shall not include material improvements to CITY'S PREMISES including but not limited to access for ingress or egress, or infrastructure improvement.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees from and against any third party claims, damages, losses, and expenses (including

reasonable attorney's fees and costs), directly arising out of performance of the services to be performed under this Agreement, provided that any such third party claim, damage, loss, or expense is caused by the negligent acts or omissions of CONTRACTOR, anyone directly employed by CONTRACTOR, except those injuries or damages arising out of the negligence of the City of Lodi, or its officers or agents.

Notwithstanding anything to the contrary herein, CONTRACTOR shall not be liable for any claims for infringement of intellectual property rights resulting from (a) anything which indemnified parties provide which is incorporated into the work product, (b) CONTRACTOR's compliance with any designs, specifications, or instructions provided by indemnified parties or by a third party on an indemnified party's behalf; (c) indemnified party/ies's modification of the work product; or (d) the combination, operation, or use of the work product with other products.

The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services, except as expressly provided herein. CONTRACTOR is a temporary staffing firm and is not in the business of providing project-based services or deliverables. CONTRACTOR shall be compensated on an hourly basis only as set forth in Exhibit B.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement

without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn: Steve Mann, IT Manager

To CONTRACTOR: Robert Half Technology  
1776 W. March Lane, Suite 200  
Stockton, California 95207-6450

A copy of any notice sent to CONTRACTOR shall also be sent to Robert Half International Inc., 2613 Camino Ramon, San Ramon, California 94583-9128, Attention: Client Contracts Department or to (415) 402-6970 (if via facsimile).

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the

attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 The Patient Protection and Affordable Care Act 2010**

Robert Half agrees to defend, indemnify and hold the Client harmless against any fines, costs or other losses arising directly from Robert Half's failure to comply with the applicable requirements of the US Patient Protection and Affordable Care Act with respect to Robert half's employees.

**Section 4.22 Branch Limitation.**

This Agreement is only applicable to, and the only Robert Half International Inc., branch and division obligated under this Agreement is, the Robert Half Technology division of the branch located at 1776 W. March Lane, Suite 200, Stockton, California 95207-6450.

**Section 4.23 Background Checks.**

In addition to completing the reference checks identified in Exhibit A and to the extent permitted by applicable law, CONTRACTOR will engage a third party vendor to complete a seven (7) year criminal background investigation for all state felony convictions and pending charges and state misdemeanor convictions and pending charges for crimes of dishonesty or violence in every county where the individual has resided or worked within U.S. in the last seven (7) years as stated on his or her application; and to conduct a 5 panel urine drug screen. The results of the drug screen will be provided directly to CITY; CITY will notify CONTRACTOR of CONTRACTOR'S employee's eligibility for assignment. If CITY requests a copy of the Report, CITY agrees (i) to keep the Report strictly confidential and to use the Report for employment purposes only; and (ii) to adhere to the Notice to Users of Consumer Reports: Obligations of Users Under the FCRA which can be found at <http://www.ftc.gov/os/2004/07/040709fcraappxh.pdf>.

**Section 4.24 Survivability.**

The following clauses shall survive the expiration or termination of this Agreement: Section 2.1 (Scope of Services); 2.6 (Term); Section 3.1 (Compensation); Section 3.2 (Method of Payment); Section 3.3 (Costs); 4.3 (Indemnification and Responsibility for Damage); 4.6 (Insurance Requirements for Contractor); 4.8 (Notices); 4.11 (Termination); 4.12 (Confidentiality); 4.13 (Applicable Law, Jurisdiction, Severability, and Attorney's Fees); and 4.22 (Branch Limitation).

**Section 4.25 Modification of Contractor's General Conditions of Assignment.**

CONTRACTOR agrees that in Exhibit A (Scope of Services and General Conditions of Assignment) in the last sentence in the provision opposite the heading "Limitation on Liability" in the General Conditions of Assignment is deleted and replaced with the following:

"We will not be liable for incidental, indirect or consequentially damages or lost profits; and for liabilities required to be insured by Section 4.6 of this Agreement, City agrees to limit all claims for damages under this

Agreement to the applicability policy limits. For uninsured liabilities, City agrees that the maximum liability for any specific assignment will not exceed the fees actually paid to CONTRACTOR for that assignment.”

**Section 4.26 Modification of Contractor’s General Conditions of Assignment.**

CONTRACTOR agrees that in Exhibit A (Scope of Services and General Conditions of Assignment) in the last paragraph in the provision opposite the heading “Client’s Responsibilities” in the General Conditions of Assignment is hereby deleted.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

ATTEST: CITY OF LODI, a municipal corporation

\_\_\_\_\_  
RANDI JOHL-OLSON  
City Clerk

\_\_\_\_\_  
STEPHEN SCHWABAUER  
Interim City Manager

APPROVED AS TO FORM:  
JANICE D. MAGDICH, Interim City Attorney

ROBERT HALF INTERNATIONAL INC.

By: \_\_\_\_\_  


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

- Attachments:**  
**Exhibit A – Scope of Services and General Conditions of Assignment**  
**Exhibit B – Fee Proposal**  
**Exhibit B-1 – Terms of Payment**  
**Exhibit C – Insurance Requirements**

**Funding Source:** \_\_\_\_\_  
**(Business Unit & Account No.)**

Doc ID:

CA:Rev.03.2014

## Exhibit A

### GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half Technology*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

<b>Scope of Background Inquiries</b>	<p>We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. <b>There are substantial legal restrictions on the use and communication of various types of personnel-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks.</b> You should conduct such additional or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.</p>
<b>Client's Responsibility</b>	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of <i>Robert Half Technology</i>.</p> <p><b>You shall not permit or require our professional to make any final decisions on your behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require our professional to make any management decisions.</b></p> <p><b>It is understood that you are 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 your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</b></p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p><del>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half Technology</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</del></p>
<b>Confidentiality</b>	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
<b>Limitation on Liability</b>	<p>We make no express or implied warranty, including, but not limited to any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial, accounting services or software developed for you. We will not be liable for incidental, indirect or consequential damages or lost profits, and our maximum liability for any specific assignment, in any case, will not exceed the fees actually paid to us for that assignment.</p>
<b>Employment Taxes and Withholdings</b>	<p><i>Robert Half Technology</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.</p>
<b>Insurance</b>	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.</p>
<b>No Contrary Agreements</b>	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00450-115416

Date: 05-07-2014

10100 Trinity Parkway Suite 330, Stockton CA 95219

## EXHIBIT B

### FEE PROPOSAL

Bill Rate will be \$28.00 per hour for Desktop Support Analyst position. Contract total not to exceed \$110,000.

CONTRACTOR, shall have no obligations to continue performance once the not-to-exceed dollar amount limitation has been attained. CITY shall have the responsibility to monitor fees charged in relation to the not-to-exceed amount. CITY will either terminate the Agreement or increase the not-to-exceed amount prior to attainment of the not-to-exceed dollar amount limitation. CITY shall be responsible for all charges for Services in the event CITY fails to notify CONTRACTOR of termination of this Agreement or an increase of the not-to-exceed amount.

# EXHIBIT B-1

## TERMS OF PAYMENT

Thank you for your confidence in *Robert Half Technology*. Our professional for the assignment of Desktop Support Analyst is Travis Shaw. The assignment will start on 05-07-2014. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of \$28.00 per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Robert Half Technology* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

<b>Guarantee</b>	<i>Robert Half Technology</i> guarantees your satisfaction with our professional's services by extending to you a three-day (24 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Robert Half Technology</i> will not charge for the first twenty-four hours worked, provided that <i>Robert Half Technology</i> replaces the individual assigned. Unless you contact us before the end of the first 24 hours guarantee period, you agree that our professional assigned is satisfactory. We make no other warranty, either express or implied.
<b>Time Sheet</b>	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Robert Half Technology</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
<b>Overtime</b>	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.
<b>Hiring the Person Referred to You</b>	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, 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 assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee, plus an administrative fee, will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>
<b>General Conditions</b>	<p><i>Robert Half Technology</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half Technology</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided.</p>

Job Order: 00450-115416

Date: 05-07-2014

Exhibit C

Insurance Requirements:

**Insurance Requirements for Contractor** The Contractor shall maintain insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from third party claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. GENERAL LIABILITY 2. AUTOMOBILE LIABILITY  
\$1,000,000 Ea. Occurrence \$1,000,000 - Ea. Occurrence

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring. A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance outlined in 1 and 2 above shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional insureds but only for third party claims causing bodily injury or property damage as a result of negligence. (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance outlined in 1 and 2 above shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability or transfer any rights or duties.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240; but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240; but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate

RESOLUTION NO. 2014-64

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PROFESSIONAL SERVICES AGREEMENT WITH  
ROBERT HALF TECHNOLOGY

WHEREAS, for the past two and a half years, the Information Systems Division (ISD) has utilized a contract employee to help cover the desktop support workload; and

WHEREAS, the day-to-day activities of this contract position include troubleshooting desktop PC problems, installing software, assisting City staff with technical questions, and completing other related tasks as assigned by ISD staff; and

WHEREAS, the proposed contract with Robert Half Technology is for 24 months, and is for an amount not to exceed \$110,000 for that two-year period; and

WHEREAS, this agreement provides the staffing flexibility needed by the Information Systems Division at the lowest cost; and

WHEREAS, staff recommends that the City Manager be authorized to execute the Professional Services Agreement with Robert Half International Inc., dba Robert Half Technology; and

WHEREAS, staff further recommends authorizing the City Manager to execute up to 2 two-year extensions of the Professional Services Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Professional Services Agreement with Robert Half International Inc., dba Robert Half Technology; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute up to 2 two-year extensions of the Professional Services Agreement.

Date: May 7, 2014

I hereby certify that Resolution No. 2014-64 was passed and adopted by the Lodi City Council in a regular meeting held May 7, 2014, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and Mayor Katakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL-OLSON  
City Clerk