

RESOLUTION NO. 2014-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING A MUNICIPAL STAFFING AGREEMENT FOR TEMPORARY STAFFING SERVICES WITH GOVERNMENT STAFFING SERVICES, INC., DBA MUNITEMPS, TO PROVIDE SENIOR ACCOUNTANCY SUPPORT IN THE FINANCE DEPARTMENT

WHEREAS, the Finance Department is experiencing a critical staffing shortage due to the unanticipated, extended leave of absence of the Accountant over the next several months, as well as the ongoing vacancy of the Finance Director; and

WHEREAS, staff recommends hiring a temporary employee to help sustain Department functions during this time period; and

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's purchasing policy; and

WHEREAS, consistent with City of Rohnert Park Purchasing Policy Section 7.2, Consultant meets the requirements for Sole Source purchasing as they perform a "complex and unique function" by virtue of providing specialized senior accountancy services; and

WHEREAS, staff recommends Government Staffing Services, Inc., dba MuniTemps, to perform these services based on their professional skills and qualifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement by and between Government Staffing Services, Inc., dba MuniTemps and the City of Rohnert Park substantially similar in form to Exhibit A which is attached hereto and incorporated by this reference (the "Agreement") subject to minor modification by the City Manager or City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park, including, but not limited to, the Agreement.

DULY AND REGULARLY ADOPTED this 22nd day of July, 2014.



ATTEST:


JoAnne M. Buerger, City Clerk

CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

Attachment: Agreement

BELFORTE: ABSENT MACKENZIE: ABSENT STAFFORD: AYE AHANOTU: AYE CALLINAN: AYE
AYES: (3) NOES: (0) ABSENT: (2) ABSTAIN: (0)



Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., dba **MuniTemps**, with its Corporate Mailing Address at **MuniTemps Corporate Lockbox, PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **CITY OF ROHNERT PARK**, with its principal municipal office located at **130 Avram Avenue, Rohnert Park, CA 94928** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will:

- a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CITY's supervision at the locations specified on Exhibit A
- b.
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Prior to assigning any employees to perform any work for City, STAFFING FIRM will identify potential candidates to CITY that are "Retired Annuitants" from the California Public Employees Retirement System (CalPERS).

CITY's Duties and Responsibilities

2. CITY will:

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
- e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

- f. CITY is authorized to direct STAFFING FIRM's employees to drive CITY vehicles and equipment if CITY assumes liability for STAFFING FIRM's employees under CITY's auto insurance policy and names STAFFING FIRM as "additionally insured".

Payment Terms, Bill Rates, and Fees

- 3. CITY will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. The total value of STAFFING FIRM services shall not exceed \$60,000.00. STAFFING FIRM will invoice CITY for services provided under this Agreement on a Semi-Monthly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CITY's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CITY for those hours. If a portion of any invoice is disputed, CITY will pay the undisputed portion.
- 4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to any designated Department of the CITY.
- 5. STAFFING FIRM may assign two classes of Employees at CITY: (1) "Executive" Employees are presumed to be exempt from laws requiring premium pay for overtime, holiday work, or weekend work. These Employees are assigned on a fixed monthly salary contract which will be paid and pro rated on a bi-weekly pay cycle. When assigned Employee completes project at CITY, CITY will be required to pay the pro rated amount of the monthly salary contract agreed to in Exhibit A as of the full week ending last day worked at the CITY. (2) "Non-Executive" Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CITY special rates for premium work time only when an Assigned Employee's work on assignment to CITY, viewed by itself, would legally require premium pay and CITY has authorized, directed, or allowed the Assigned Employee to work such premium work time. CITY's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CITY will be billed at 150% of the regular bill rate.)
- 6. STAFFING FIRM may also provide "direct hire" (executive search) services if requested by the CITY. The direct hire fee is \$10,000 for positions with annual salary "less than" \$100,000 and \$15,000 for positions with annually salary "greater than" \$100,000. A separate Exhibit "A" would be provided for any direct hire services requested by CITY.

Confidential Information

- 7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their CITYs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

- 8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities. The foregoing indemnity excludes claims arising as a result of the sole negligence or willful misconduct of City.
10. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by any acts undertaken by STAFFING FIRM employees at the direction of CITY employees.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

14. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 9 - 13 shall remain effective after termination or renewal of this Agreement.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

Attachment 2

20. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
23. The provisions of this agreement shall be entered into according to the laws of the State of California.

Term of Agreement

24. This Agreement will be for a **term of 12 months** from the first date on which both parties have executed it and shall not exceed \$60,000.00. This agreement may be extended for 12 additional months by mutual agreement of both parties. The Agreement may be terminated by either party upon **15 days** written notice to the other party.

Attachment 2

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CITY OF ROHNERT PARK

GOVERNMENT STAFFING SERVICES, INC.



Signature

Signature

Printed Name

John Herrera, CPA

Printed Name

Title

President / CEO

Title

Date

06/03/2014

Date

Per Resolution Number 2014-_____ adopted
by City Council on July 22, 2014.

Approved as to form:

City Attorney

Attest

City Clerk

GOVERNMENT STAFFING SERVICES, INC.

EXHIBIT "A"
of Municipal Staffing Agreement



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

Municipality:	City of Rohnert Park	Notes
Client Contact:	Ana Kwong	Acting Financial Manager
Temp Position:	Senior Accountant	TBD
Bill Rate per Hour:	\$57.75	DOE/DOQ
Hours per Week:	40+	
Start Date:	ASAP	
Expected Duration:	4 to 5 months	Depending on Needs of City.

Authorized Signature: _____
City Representative

CITY will not hire candidates presented by MuniTemps, either as direct employee, as independent contractor, or through any person or firm other than MuniTemps unless a 9% of annual salary recruiting fee is paid to MuniTemps or CITY approves a new Exhibit "A" prepared by MuniTemps with mutually agreed upon terms and conditions. Also, if MuniTemps presents a candidate that has already been presented to the CITY, either by another staffing firm or by the candidate directly, the CITY agrees to notify MuniTemps within 24 hours and provide date-stamped documentation that MuniTemps was not the first to present the candidate if CITY decides to hire the MuniTemps candidate through another party. This requirement shall remain effective for 183 days from the date candidates are presented to the CITY by MuniTemps.