

RESOLUTION NO. 2014-088

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 SUPERVISORY AND MANAGEMENT SUPPORT IN THE COMMUNITY SERVICES DEPARTMENT

WHEREAS, the Community Services Department will experience the loss of two senior level positions over the next several months due to the retirement of the Community Services Manager and extended leave of absence of the Community Services Supervisor; and

WHEREAS, staff recommends hiring two temporary employees 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 community services coordinator and supervisor services; and

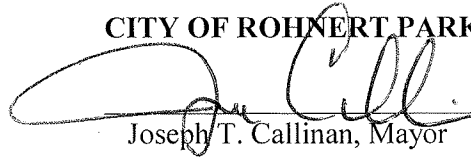
WHEREAS, staff recommends Government Staffing Services, Inc., dba MuniTemps, to perform these services based on their professional skills and qualifications.

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.

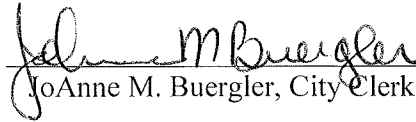
BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park, including, but not limited to, the Agreement.

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

CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne M. Buergler, City Clerk

Attachments: 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 Exhibits A-1 and A-2 under CITY's supervision at the locations specified on Exhibits A-1 and A-2;
- 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.

ATTACHMENT

- 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 Exhibits A-1 and A-2 and will also pay any additional costs or fees set forth in this Agreement. The total value of STAFFING FIRM services shall not exceed \$65,425.00. 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.

ATTACHMENT

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

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

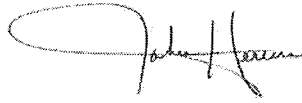
24. This Agreement will be for a **term of 12 months** from the first date on which both parties have executed it and shall not exceed \$65,425.00. This agreement may be extended for 12 additional months by mutual agreement of both parties. The Agreement may be terminated by either party upon **15 days** written notice to the other party.

ATTACHMENT

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

TEMP STAFFING REQUEST



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:	Victoria Perrault	Human Resources Director
Temp Position:	Community Services Coordinator	Dion Prete
Bill Rate per Hour:	\$39.75	
Hours per Week:	40 hours	
Start Date:	7/14/2014	
Expected Duration:	6 months	Depending on Needs of City.

Authorized Signature: _____
 City Representative

If CITY uses the services of Dion Prete as its direct employee, as an independent contractor, or through any person or firm other than MuniTemps during or within 183 days after any assignment of the Dion Prete to CITY from MuniTemps, CITY must notify MuniTemps and pay a lump sum equal to (a) 9% of the annual salary of Dion Prete if that Employee has worked a minimum of 980 hours or (b) 18% of the annual salary of Dion Prete if the Employee has worked less than 980 hours for CITY.

Job Description

- Coordinates the delivery of a variety of recreation programs and activities for various groups
- Coordinates facility availability and access for programs
- Designs flyers, posters, information packets, activity guides, drafts press releases, and other public information materials
- Prepares a variety of correspondence and reports
- Makes recommendations regarding program and activity requirements and modifications
- Identifies program/activity needs and coordinates facility preparation for programs and activities
- Approves, reserves, schedules room and facility reservations and arranges or makes available supplies, materials and equipment
- Provides information to participants regarding facility use policies and procedures
- Coordinates special events and projects, sometimes in collaboration with multiple outside agencies and/or service providers
- Compiles and evaluates program service participation surveys and data; prepares reports and presents program information at departmental and community meetings
- Acts as liaison between program participants, community groups, outside agencies; maintains communication with participants and related groups
- Provides outstanding, friendly customer service; receives and responds to inquiries, complaints and comments; presents alternatives and implements solutions
- Drafts recommendations regarding program policies and procedures
- Coordinates special events, social functions, and excursions
- Recruits volunteers and contacts businesses regarding resources for special events
- Assists with the supervision of program and facility operations
- Interfaces with schools, businesses, and other community organizations in community partnerships to deliver programs
- Assists with oversight of the performance of contractors providing services
- Reviews and submits expense reports and assists in providing information regarding budget requests
- Orders program supplies and requests for facility maintenance and repairs
- Maintains records and conducts research regarding information in program areas
- Collects and balances activity registration fees and follows up when fees are not received
- Performs a variety of office activities related to program functions
- May be assigned as a disaster service worker in the event of a disaster or emergency
- Performs related duties as assigned

TEMP STAFFING REQUEST



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:	Victoria Perrault	Human Resources Director
Temp Position:	Community Services Supervisor	Mitch Austin
Bill Rate per Hour:	\$55.00	
Hours per Week:	30 hours	
Start Date:	7/14/2014	
Expected Duration:	6 months	Depending on Needs of City.

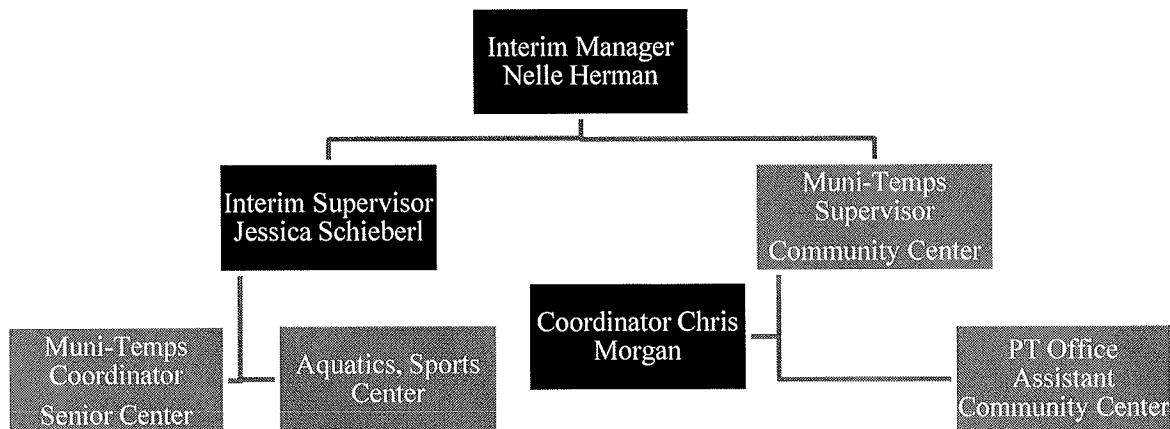
Authorized Signature: _____
 City Representative

If CITY uses the services of Mitch Austin as its direct employee, as an independent contractor, or through any person or firm other than MuniTemps during or within 183 days after any assignment of the Mitch Austin to CITY from MuniTemps, CITY must notify MuniTemps and pay a lump sum equal to (a) 9% of the annual salary of Mitch Austin if that Employee has worked a minimum of 980 hours or (b) 18% of the annual salary of Mitch Austin if the Employee has worked less than 980 hours for CITY.

Job Description

- Plans, organizes, coordinates, directs and supervises the operations of assigned Community Services' facilities and programs
- Recruits, assists with selection of staff, assigns and evaluates work of personnel involved in the scheduling and delivery of Community Services' program, which may include: senior programs, adults and youth sports, leisure programs, aquatic activities, youth and teen programs, excursions and special events
- Prepares or oversees the preparation of program and event announcements, press releases, posters and publicity brochures
- Maintains records and prepares reports summarizing programs activities, cost and program effectiveness
- Provides information concerning program content and availability
- Assists with the planning and development of City Community Services facilities
- Assesses community leisure and recreation program needs and makes program recommendations
- Supervises or conducts training and informational sessions for employees
- Oversees the scheduling and operations of City Community Services' facilities, which include, but may not be limited to: the Peter M. Callinan Sports & Fitness Center, senior center, community center, and community pools
- Ensures compliance with Federal, State, and local laws and ordinances applicable to public facilities
- Administers a variety of service contracts, rental and use agreements
- Handles complaints
- Acts as a liaison and represents the Community Services Division in meetings with community groups and commissions regarding Community Services' needs and program activities
- Recommends fees and rental rates for programs and facilities
- Works with various non-profit groups and develops partnerships in the community for cooperative programs and events
- Assists with the preparation of the Community Services Division budget and control of the expenditures of allocated funds
- Applies for and oversees grants
- Oversees the general maintenance of facilities, related equipment and vehicles
- Oversees the purchasing of supplies and equipment necessary for program activities
- Responsible for security of facilities and addressing any liability concerns
- Supervises training and policy development to ensure safe work practices
- Performs a variety of administrative assistance functions for the Community Services Manager
- May serve as a member of the Emergency Operations Center team
- May be designated to act in the capacity of the Community Services Manager

Community Services Temporary Department Reorganization – July 2014



Interim Manager - Nelle Herman

- General oversight & management of all department programs, facilities and staff
- Commissions and Committees
- Budget/cost allocation/financial controls
- Special Projects including facility capital projects

Interim Supervisor – Jessica Schieberl

- Supervision of part-time staff, facilities, and programs
- Senior Center
- **Sports Center (new assignment)**
- **Aquatics (new assignment)**

Interim Coordinator, Senior Center – Muni-Temps

- Senior Center Facility Rentals, Special Events, Classes, Day Trips, Newsletter, and other SC functions
- Senior Center Day Trips
- Senior Center Monthly Newsletter

Interim Supervisor – Muni-Temps

- Community Center/Burton/Lady Bug/Gold Ridge/Pottery Studio
- Sports Fields/League rental contract maintenance

Coordinator – Chris Morgan

- Contract Classes
- Activity Guide
- Facility Rentals
- Daily Deposit oversight and assist at Sports Center
- **Adult Sports (new assignment)**
- **Camps (new assignment)**

Add one (1) PT Office Assistant at Community Center (not to exceed 1000 hours)

- Maintain front desk hours at main hub for Community Services Department, M-F 8am-5pm
- Class registration
- Facility rental assistance
- Provide other assistance to staff as needed