



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE

Temporary Staffing Agreement with Muni-Temps

RECOMMENDED MOTION

Approve the Professional/Consulting Services Agreement with Muni-Temps and Authorize the City Manager to execute the Agreement on behalf of the City

BACKGROUND

In late July 2008 the Permit Technician position became vacant through a staff resignation. In order to assure continued processing of building and planning permits during the recruitment process for a permanent Permit Technician, staff contracted with Muni-Temps, a temporary employment firm for an interim Permit Technician. The duration of the Muni-Temps agreement was extended since the original personnel recruitment process did not provide an adequate pool of qualified applicants. (A second recruitment process was conducted with interviews occurring in January. Staff expects to appoint a permanent Permit Technician in the near future.)

FISCAL IMPACT

Section 3.30.520 of the *Municipal Code* requires City Council approval of professional or special service agreements greater than \$15,000. Due to the extended duration of the Muni-Temps agreement, the total billed amount between July 21, 2008 and March 29, 2009 is approximately \$46,700. Conservatively assuming an additional duration of five weeks until the actual start of the permanent Permit Technician, the total billed amount will be approximately \$55,000. This amount is approximately equivalent to the Department's salary savings for the vacant permanent Permit Technician position.

In order to make additional payments to Muni-Temps, City Council approval of an agreement is needed. A draft agreement signed by Muni Temps is attached.

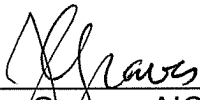
RECOMMENDATION

Staff recommends the City Council approve the attached Professional/Consulting Services Agreement with Muni-Temps and Authorize the City Manager to execute the Agreement on behalf of the City.

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ATTACHMENT: Professional/Consulting Services Agreement with Muni-Temps
(Draft)

PREPARED BY



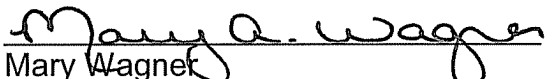
Jeremy Graves, AICP
Community Development Director

REVIEWED BY:



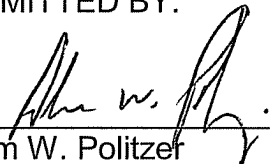
Charles Francis
Interim Finance Director

REVIEWED BY:



Mary Wagner
City Attorney

SUBMITTED BY:



Adam W. Politzer
City Manager

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CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL TEMPORARY STAFFING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 31 day of March, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **GOVERNMENT STAFFING SERVICES, DBA: MUNI-TEMPS** (hereinafter "STAFFING FIRM"). This Agreement supersedes and replaces the "Interim Staff Placement Agreement," between MuniTemps and the City, dated July 21, 2008.

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

STAFFING FIRM shall provide City with the temporary staffing services for a Permit Technician in the City's Community Development Department.

The duties and services required of STAFFING FIRM under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

Section 2. Responsible Individual.

The individual directly responsible for the performance of the contract by the STAFFING FIRM is John Herrera. STAFFING FIRM represents and warrants that the execution of this Agreement has been approved by STAFFING FIRM and that person executing this Agreement on behalf of STAFFING FIRM has the full authority to do so.

Section 3. Work Schedule.

STAFFING FIRM's employee assigned to CITY shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. STAFFING FIRM shall not be held responsible for delays caused beyond its reasonable control. The City Community Development Department's standard work schedule is a "9-80" work schedule with alternate Fridays off. The City may adjust this schedule without notice to accommodate its needs and work priorities.

Section 4. Compensation.

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, STAFFING FIRM shall be compensated at the rate of thirty six dollars (\$36.00) per hour. STAFFING FIRM shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by STAFFING FIRM in connection with STAFFING FIRM's provision of the Work. STAFFING FIRM acknowledges and agrees that the compensation to be paid to STAFFING FIRM under this Section 4 represents the full amount due and owing to STAFFING FIRM in connection with performance of the Work. The total compensation authorized by this Agreement shall not exceed fifty five thousand dollars (\$55,000.00), unless authorization for a greater amount is approved by the City Council.

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Section 5. Amendments.

In the event City desires to retain STAFFING FIRM for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due to the STAFFING FIRM therefore shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Agreement, STAFFING FIRM is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The STAFFING FIRM shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. STAFFING FIRM acknowledges and agrees that it is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and STAFFING FIRM hereby waives any and all claims to such rights and/or privileges.

Section 7. STAFFING FIRM's Responsibility.

It is understood and agreed that STAFFING FIRM has the professional skills necessary to recruit temporary staff for the City, and that City relies upon the professional skills of the STAFFING FIRM to provide skillful and professional staff. STAFFING FIRM thus agrees to provide the most qualified temporary staff for the City.

Section 8. Hold Harmless and Indemnification.

STAFFING FIRM shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of STAFFING FIRM, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the STAFFING FIRM.

Section 9. Insurance.

STAFFING FIRM shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate; and (c) workers compensation insurance in the amount required by law.

The liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

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The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the liability coverage afforded with respect to the work being performed under the Agreement.

Section 10. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. City Personnel Conflict of Interest.

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. STAFFING FIRM Conflict of Interest.

STAFFING FIRM covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. STAFFING FIRM further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 13. Assignment.

STAFFING FIRM shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

Section 14. Ownership of Documents.

STAFFING FIRM agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

Section 15. Termination.

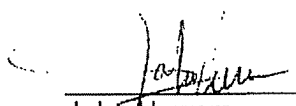
City may terminate this Agreement at any time without reason stated or written notice. If the Agreement is terminated by City as provided herein, STAFFING FIRM shall be paid for all time expended on behalf of the Work under the terms of this Agreement, less any charges against STAFFING FIRM as otherwise provided herein, up to the effective date of termination.

In Witness Whereof, City and STAFFING FIRM have executed this Agreement as of the date first written above.

City of Sausalito

STAFFING FIRM

Adam W. Politzer
City Manager



John Herrera
President

Approved as to form:

Mary Anne Wagner
City Attorney
Contract Employees\Agreement Muni-Temps-Permit Tech