



STAFF REPORT

Date: August 26, 2016
To: Bryan H. Montgomery, City Manager
From: Chris Thorsen, Chief of Police
Subject: Approval of Contract With PRI Management

Approved and Forwarded to City Council:


Bryan Montgomery, City Manager

Summary:

The Oakley Police Department had a contract in place with Police Records and Information Management Group (PRI Management Group) since March of this year for the services of Mr. Joe Surges. Mr. Surges has been acting as our records manager since late April. The contract was for two months during the fiscal 2015/16 fiscal year. The expenditure of resources during those two months did not meet our internal requirements for council approval.

Mr. Surges has been an exceptional fit, we wish to continue the contract for his services. Our internal policies will require council approval for the anticipated expenditure during the 2016/17 fiscal year. Staff is recommending approval of the continued contracting with PRI for the services of Mr. Surges as our records manager for the 2016/17 fiscal year.

Background and Analysis:

As part of our new police department, it was necessary to form an in house records unit. We did not have the internal capacity/expertise to perform this vital function when we separated from the Office of the Sheriff. At that time, we contracted with PRI Management Services for the services of Mr. Joe Surges to act as our records manager.

Mr. Surges has over 25 years of police records experience. Through PRI, Mr. Surges travels the entire nation teaching other police agencies how to manage and maintain a police records unit. Mr. Surges is considered an expert in all facets of the records management profession.

Mr. Surges is an excellent fit. The arrangement allows Mr. Surges to work in a part time capacity with the City of Oakley. Mr. Surges manages our day to day records function, handles all required training for our staff and serves as an extremely valuable resource.

Fiscal Impact:

PRI charges \$40.00 per hour for the services of Mr. Surges. All taxes, benefits and associated employment costs are borne by PRI. It is anticipated that Mr. Surges will work a maximum of 1250 hours during the coming fiscal year.

The contract cost will not exceed \$50,000 for the fiscal year. The cost of these services was anticipated in the preparation of the police department 2016/17 operating budget.

Recommendation:

Authorize the City Manager to continue the contract relationship with PRI Management Group for the services of Mr. Joe Surges.

Attachments:

City Council Resolution
PRI Contract

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTINUE A
CONTRACT BETWEEN THE CITY OF OAKLEY AND
PRI MANAGEMENT SERVICES FOR THE PROVISION OF A RECORDS
MANAGER**

BE IT RESOLVED that the City manager is authorized to continue the contract between the City of Oakley and PRI Management Group for the provision and of personnel assigned to the police department records unit.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 13th day of September, 2016, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Kevin Romick, MAYOR

ATTEST:

Libby Vreonis, CITY CLERK

Date

Temporary Staffing Agreement

PRI Management Group with its principal office located at 299 Alhambra Circle, Suite 307, Coral Gables, FL (email: ed@policerecordsmanagement.com) ("STAFFING FIRM"), and the City of Oakley Police Department, with its principal office located at 3231 Main St. Oakley CA. ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will:
 - a. Assign its employee ("Assigned Employee") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A; Assigned employee is an employee of Staffing Firm.
 - b. Pay Assigned Employees' wages.
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employee;
 - d. Require Assigned Employee to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
 - e. Require Assigned Employee to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to CLIENT.
 - f. STAFFING FIRM will cover STAFFING FIRM's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:
 - a. Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law
 - b. General liability insurance with limits of \$2,000,000
 - c. Commercial general liability insurance, including personal injury with limits of \$2,000,000
 - d. Property damage insurance with limits of \$100,000

CLIENT's Duties and Responsibilities

2. CLIENT will

- a. Properly supervise Assigned Employee performing its work and be responsible for its business operations, products, services, work tasks/assignments and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employee to operate any vehicle or mobile equipment owned by Client.
- c. Provide Assigned Employees with a safe work site and provide appropriate 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 Employee's job duties without STAFFING FIRM's express prior written approval; and
- e. Exclude Assigned Employee from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employee's compensation benefits, or offer of future employment with CLIENT.
- f. Submit a signed and approved payroll timesheet for Assigned Employee bi-weekly to Staffing Firm at HR@policerecordsmanagement.com.
- g. At CLIENT's expense, CLIENT will perform the following types of background/qualification checks for the Assigned Employee for assignment to CLIENT and will not permit assigned employee to begin work until the background checks are completed and proof of completion with satisfactory results shall be submitted to Staffing Agency:
 - a. State of California and FBI criminal history check through electronic means and fingerprint submissions.
 - b. Sexual offender registration and database check
 - c. As otherwise required by CLIENT's city/departmental policy

Payment Terms, Bill Rates, and Fees

3. CLIENT 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. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a bi-weekly basis. Payment is due on receipt of invoice. Invoices will be submitted according to the pertinent time sheets submitted by client documenting time worked by the Assigned Employee.

CLIENT'S signature or other agreed method of approval of the work time submitted for Assigned Employee certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

4. Assigned Employee will work part-time hours only and is not entitled to overtime or other extra pay rates or benefits.
5. CLIENT is not permitted to use the services of the Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM at any time after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM.
6. As described in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employee that STAFFING FIRM is legally required to pay such as wages, benefits, payroll taxes, or social program contributions.

Confidential Information

7. Both parties and Assigned Employee may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients, or is information which is exempt from public records law of California or confidential criminal history information or other NCIC data. 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.
8. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employee's access to such information.

Cooperation

9. 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 Employee.

Indemnification and Limitation of Liability

10. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT 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 STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this agreement; 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.

11. To the extent permitted by law, CLIENT 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 CLIENT'S breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this agreement; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT'S officers, employees, or authorized agents in the discharge of those duties and responsibilities.
12. 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.
13. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within three 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.
14. The provisions in paragraphs 10 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

15. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
16. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
17. 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.
18. 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.
19. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

20. 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.
21. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
22. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or via email or via a nationally recognized courier, addressed as shown on the first page of this Agreement.
23. 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.

Term of Agreement

24. This Agreement will be for a term of one year from the first date on which both parties have executed it. The Agreement may be terminated by either party upon ten days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon eight hours written notice.

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

CLIENT

Bryant H. Montgomery
Signature

Bryant H. Montgomery
Printed Name

City Manager
Title

3/16/16
Date

STAFFING FIRM

Ed Clouston
Signature

Ed Clouston
Printed Name

President
Title

3-4-16
Date

Exhibit A

Job Title and Duties	Hours/Days of Work	Location	Assigned Employee	Hourly Bill Rate
<p>Police Records Manager</p> <p>All job tasks and responsibilities assigned to Assigned Employee are to be determined solely by the client. Supervision of Assigned Employee is the sole responsibility of the client.</p>	<p>To be assigned by CLIENT</p>	<p>Oakley, CA Police Department</p>	<p>Joseph Surges</p>	<p>\$40.00</p>

City of Oakley CA
CLIENT

Bryant H. Montgomery
Signature

Bryant H. Montgomery
Printed Name

City Manager
Title

2/12/16
Date

PRI Management Group
STAFFING FIRM

Joseph Surges
Signature

Ed CLAWSON
Printed Name

Partner
Title

3-4-16
Date

Exhibit B

Benefits Waiver for Assigned Employees

Agreement and Waiver

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

Joseph Surges
EMPLOYEE

WITNESS

Joseph Surges
Signature

[Signature]
Signature

Joseph Surges
Printed Name

E. CLAUXTON
Printed Name

2/29/16
Date

3-4-16
Date

Exhibit C

Confidentiality Agreement for Assigned Employees

As a condition of my assignment by STAFFING FIRM to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove, delete, or share physical or electronic documents or data from the premises of CLIENT in any manner or alter or delete such information that is contrary to my assigned duties or to what has been permitted to me under this agreement at the sole direction of the CLIENT.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by STAFFING FIRM.

EMPLOYEE

Joseph Surjas
Signature

Joseph Surjas
Printed Name

2/29/16
Date

WITNESS

Ed Crawford
Signature

Ed Crawford
Printed Name

3-4-16
Date

Exhibit D Miscellaneous

Late Payments

CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after 30 days from the date of receipt at the compounded rate of 1.5% per day.

Nature of Relationship

The services that STAFFING FIRM and the Assigned Employee will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT or between Assigned Employee and CLIENT. Staffing Firm is not providing any consulting, training or advisory services under this agreement and CLIENT is solely responsible for assigning work, tasks and expectations of Assigned Employee's work product.

Headings

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

Arbitration

Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contract Interpretation

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law

This agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to any conflicts of law principles thereof.

Assignment of Agreement

CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement



*Public Safety Records and
Technology Compliance Solutions*

December 22, 2015

Chief Chris Thorsen
Oakley California Police Department
Via e-mail

Re: Staffing Services

Dear Chief Thorsen,

I am pleased to provide you herein a proposed Temporary Staffing Agreement for your review. This agreement describes the terms and conditions of services for a temporary Records Manager, Joseph Surges, for your agency for a term of one year, upon execution of the agreement.

The agreement is cancellable upon written notice and is for an hourly rate of \$40.00.

Please review and let me know if you have any questions.

Regards,

E.N. Claughton III

Ed Claughton, President
PRI Management Group