



# **SPECIAL CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA**

**December 9, 2025  
5:00 PM**

***The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.***

**Notice is hereby given that the City Council will hold a Special Meeting, on December 9, 2025 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113.**

**The Special Meeting will begin at 6:00 p.m. and the Agenda will be as follows:**

## **1. CALL TO ORDER**

1. Pledge of Allegiance
2. Changes to the Agenda
3. Council's Approval of Agenda

## **2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS (NONE)**

## **3. CITIZEN COMMENTS**

*This section of the agenda allows members of the public to address the City Council on any item within the jurisdiction of the Council. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.*

*Citizen Comments submitted in writing to the City Clerk by 5:00pm on the day of the City Council meeting shall be distributed to the City Council and included in the record,*

*however they will not be read.*

**4. PUBLIC HEARINGS (NONE)**

**5. CONSENT CALENDAR**

1. Approval of Municipal Staffing Agreement with MuniTemps and Authorization for Temporary Human Resources Support

**6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS**

1. City Council Vacancy Options and Recommendation to Appoint a Replacement for Councilman Hedgcock

**Sean Brewer, City Manager**

**7. ANNOUNCEMENTS**

1. City Manager's Announcements
2. Councilmembers' Announcements/Reports
3. City Treasurer's Announcements
4. Mayor's Announcements

**8. FUTURE AGENDA ITEMS**

**9. CLOSED SESSION (NONE)**

**10. CLOSED SESSION REPORT**

**Closed Session:** A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

**11. ADJOURNMENT**

# **STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY**

**Subject:** Approval of Municipal Staffing Agreement with MuniTemps and Authorization for Temporary Human Resources Support  
**Meeting Date:** Tuesday, December 9, 2025  
**From:** Sean Brewer, City Manager  
**Prepared by:** Sean Brewer, City Manager

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## **I. RECOMMENDATION:**

- • Approve and authorize the City Manager to execute the Municipal Staffing Agreement with Government Staffing Services, Inc. dba MuniTemps, enabling the City to utilize temporary staffing services on an as-needed basis.
- Approve Exhibit A (Interim) requesting a temporary Clerical Assistant / Human Resources Support position, and authorize the City Manager to finalize and execute all related documents necessary to place an interim employee.
- Direct staff to monitor the temporary assignment on a week-by-week basis, with the intent to discontinue the temporary position once full staffing levels resume.

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## **II. BACKGROUND:**

The City has been impacted by a longer-than-anticipated staff absence within City Hall that has placed significant strain on the Human Resources division. Essential HR activities, including recruitment, onboarding, personnel file management, benefits processing, and general administrative duties, have exceeded the capacity of the remaining staff member.

The City does not currently have a municipal staffing agreement in place. To secure immediate temporary support, MuniTemps has provided a Municipal Staffing Agreement and associated Exhibit A (Interim) for an interim clerical/HR support position. Council approval is required before temporary staffing services can be utilized.

## **III. DISCUSSION:**

The Human Resources division is responsible for duties that cannot be deferred without affecting the entire organization. The extended absence of HR personnel has created a growing backlog and heightened risk of delays in:

- Employee onboarding and offboarding
- Processing benefit changes and required regulatory filings
- Recruitment coordination and communication with applicants
- Maintaining employee records and compliance documentation
- Supporting departmental administrative needs

Executing the MuniTemps Municipal Staffing Agreement provides the City with access to qualified temporary staff under standardized terms, including recruitment processes, payroll responsibilities, supervision requirements, and indemnification provisions.

Exhibit A (Interim) identifies a Clerical Assistant / HR Support position at a rate of \$35–\$55 per hour, for up to 40 hours per week, with an immediate start date depending on candidate availability.

#### **Temporary Position Evaluation:**

This position is intended to be short-term and will be evaluated on a week-to-week basis. Once the City returns to full HR staffing levels, the temporary assignment will be reduced or discontinued.

#### **IV. ALTERNATIVES:**

- Do not enter into the Municipal Staffing Agreement or approve Exhibit A. This will likely lead to further delays, compliance concerns, and operational inefficiencies.
- Seek alternative temporary staffing solutions. Other options may require significantly more lead time, extending the current strain on HR operations.
- Reassign internal personnel to absorb HR duties. This would disrupt other operational areas and is not feasible given current staffing levels citywide.

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#### **V. FISCAL IMPACT:**

The temporary staffing assignment will be billed according to the hourly rate established in Exhibit A, resulting in an estimated weekly cost of \$1,400–\$2,200, depending on the rate of the candidate.

Funding for the temporary support will come from the same fund allocations currently used for HR staff, which include multiple City funds (General Fund and enterprise funds, as applicable). Costs will be prorated across these funds consistent with existing HR cost allocation practices.

Because the assignment will be monitored and reassessed weekly, total financial impact will depend on the duration of the temporary placement but not expected to have a significant impact on the corresponding funds.

#### **ATTACHMENTS:**

File Name	Description
❏ MuniTemps_Staffing_Agreement_MSA_(City_of_Coalinga).pdf	Muni-Temps Contract MSA
❏ MuniTemps_EXHIBIT_A_(Interim_Clerical_Assistant)_City_of_Coalinga.pdf	Exabit A



## Municipal Staffing Agreement

**GOVERNMENT STAFFING SERVICES, INC.**, dba **MuniTemps**, serving all municipalities from its principal offices at **14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638**, **MAILING ADDRESS: PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **City of Coalinga**, with its principal office located at **155 West Durian, Coalinga, CA 93210** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "AGREEMENT").

### Preamble

The execution of this Agreement does not, in and of itself, obligate the CITY to anything, unless and until after the CITY engages candidates or employees of STAFFING FIRM. The attached Exhibits are a part of this AGREEMENT and their purpose is explained below:

1. **Exhibit A (Interim): Quotes the hourly bill rate "range"** for the specific temporary position(s) requested by the CITY. Exhibit A (Interim) includes the CITY's promise not to "back door hire" any candidates presented by STAFFING FIRM.
2. **Exhibit A (Final): Approves "exact" hourly bill rate for Assigned Employee** selected by CITY. **Exhibit A (Final)** also includes the start date, work schedule, and expected length of assignment, which can be terminated at any time by the CITY.
3. **Exhibit B (Timesheet): Filled out by Assigned Employee(s)** showing the hours worked each day during the previous two weeks, and presented for approval to the CITY for biweekly payroll processing and billing by STAFFING FIRM.
4. **Exhibit C (Telecommuting Agreement): Prepared, "if applicable"**, for any Assigned Employees which CITY requests and approves to perform work remotely.
5. **Exhibit D (Position Titles & Bill Rates): Lists all temporary employee positions** available for hire from STAFFING FIRM and the hourly bill rate range for each.

### STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM is an independent contracting firm with its own employees and will:
  - a. Recruit, screen, interview, and assign its own employees ("Assigned Employees") to perform the type of work at the hourly bill rates described in **Exhibit A (Final)**, with all work performed under CITY's supervision at the locations specified on **Exhibit A (Final)**;
  - b. Pay Assigned Employees' wages every two weeks upon receipt of Employee Timesheet (see **Exhibit B**) as signed by CITY, and provide said Assigned Employee with the benefits that STAFFING FIRM offers to its temporary workforce;
  - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

### CITY's Duties and Responsibilities

2. CITY will:
  - a. Properly supervise Assigned Employees working remotely, or on-site at CITY offices, and be responsible for its municipal operations, systems, services, and intellectual property. Any Assigned Employees requested by the CITY to work remotely requires written approval as described in **Exhibit C**.

- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employee(s) to operate any vehicle or mobile equipment, 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 advance 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 without the advance written approval of STAFFING FIRM.
- f. CITY shall approve Assigned Employee's biweekly timesheet via **DocuSign** for payroll and billing for hours worked during the previous two-week pay period. *If Friday is a holiday, the timesheet would need to be approved on Thursday at 5pm.*

#### **Payment Terms, Bill Rates, and Delinquent Invoice Charges**

- 3. CITY authorizes its Accounts Payable staff to pay STAFFING FIRM invoices every two weeks **due within 30 days** when supported by an approved bi-weekly timesheet or email certification of hours worked, signed by authorized CITY staff, at the hourly bill rates set forth on the **Exhibit A (Final)** attached to this Agreement. STAFFING FIRM shall email invoices to CITY for services provided under this Agreement on a **biweekly** basis. CITY shall review and approve STAFFING FIRM timesheets as stated in 2.f above to allow Assigned Employees to be paid timely every two weeks. **CITY agrees to pay a LATE FEE of 10% of the invoice amount if STAFFING FIRM'S invoice is not paid within 30 days of the date of each invoice is presented to CITY.**
- 4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to other CITY Departments if so directed by the CITY, however, **CITY shall NOT prevent Accounts Payable or any CITY Department to delay payment of STAFFING FIRM invoices when said invoices are supported by a signed bi-weekly timesheet or email certification of hours worked.**
- 5. STAFFING FIRM may assign two classes of Employees to CITY: (1) **Overtime Exempt**, which are employees exempt from overtime pay, and (2) **Overtime Eligible**, which must be paid overtime and or double time pay, depending on the work schedule STAFFING FIRM employee is assigned to work at the CITY. The Bi-Weekly invoice for exempt employee bills all hours at a flat rate as approved in the attached **Exhibit "A" (Final)**. The Bi-Weekly invoice for non-exempt employees is billed at an hourly rate as shown in the attached **Exhibit "A" (Final)**. The hourly bill rate for non-exempt employees will be **billed at premium bill rates only if CITY directs Assigned Employees to work "outside" the work schedule approved in advance and in writing by CITY and STAFFING FIRM**, which would trigger the overtime or double time hours at the premium bill rates approved by CITY in advance in the attached **Exhibit "A" (Final)**.

#### **Confidential Information**

- 6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated organizations and their CITYs. Both parties agree to hold such information in strict confidence and not to share such information with 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**

7. 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**

8. 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.
9. 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 CITY's material breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. 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.
11. 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.
12. The provisions in paragraphs 8 through 12 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**

13. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective for 180 days after termination of this Agreement.
14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
15. 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.

16. 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.
17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
18. 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.
19. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
20. 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.
21. 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.
22. The provisions of this Agreement shall be entered into according to the laws of the State of California.

#### **Term of Agreement**

23. This Agreement shall remain valid until terminated by either party upon **7 days** notice.

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

CITY OF COALINGA

Signature

Printed Name

Title

Date

GOVERNMENT STAFFING SERVICES, INC.

Signature

Printed Name

Title

Date



John Herrera

President / CEO

12/03/2025



# EXHIBIT A (Interim)

## Form to Request Temp Worker Candidates



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 Coalinga	Notes
Client Contact:	Shannon Jensen	Assistant to the City Manager / City Clerk
Temp Position:	Clerical Assistant	Candidate TBD
Bill Rate per Hour:	\$35 to \$55	DOEQ
Hours per Week:	40	Schedule TBD
Start Date:	ASAP	Or as determined by City.
Expected Duration:	TBD	As needed by the City.

Authorized Signature: \_\_\_\_\_  
 City Representative

Today's Date: \_\_\_\_\_

### CITY'S PROMISE NOT TO BACKDOOR HIRE CANDIDATES PRESENTED BY MUNITEMPS:

City will not hire candidates presented by MuniTemps, either as direct employee, as independent contractor, or through any person or other third party, within 180 calendar days of candidate(s) being presented to City, unless an **18% recruiting fee** is paid by the City to MuniTemps, based on the annualized salary (calculated from the hourly pay rate paid by City to any MuniTemps candidate(s) presented to City by MuniTemps, multiplied by 2,080). Note: If MuniTemps presents a candidate that has already been presented to the City, either by another person or firm, or by the candidate directly, any such candidates shall be disclosed to MuniTemps "in confidentiality" at time of signing this form, by writing in each name in the space provided below. City cannot come back later and try to document that a candidate(s) presented by MuniTemps had already been presented to the City "after" signing this form. By leaving the lines blank below, City is stating that no candidates have been presented to the City other than those to be provided by MuniTemps. This provision of this agreement shall remain in effect for 180 days from the date of signing this form below.

Enter candidate names identified by City as of today (if any. If none, please use "NA"): \_\_\_\_\_. If City receives any referrals of candidates from anywhere else, these shall be forwarded to MuniTemps for vetting so MuniTemps can present them to the CITY (initial here): \_\_\_\_\_.

# STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

**Subject:** City Council Vacancy Options and Recommendation to Appoint a Replacement for Councilman Hedgcock  
**Meeting Date:** Tuesday, December 9, 2025  
**From:** Sean Brewer, City Manager  
**Prepared by:** Sean Brewer, City Manager

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## I. RECOMMENDATION:

Approve the recommendation to fill the potential City Council vacancy created by the resignation of Councilman Hedgcock through the appointment process and authorize the City Clerk to initiate the public announcement and application solicitation process for replacing the Councilmember, as outlined in the Coalinga Municipal Code.

## II. BACKGROUND:

The City Council has a potential vacancy due to the announced resignation of Councilman Hedgcock during the December 4, 2025 City Council meeting. As a general law city, Coalinga must fill this vacancy within 60 days of its effective date. The resignation is effective on the date stated in the written resignation letter filed with the City Clerk, and no action by the City Council is needed for it to take effect.

## III. DISCUSSION:

The City Council has two general options for filling the Councilmember seat: appointment or a special election.

- Appointment: The *Coalinga Municipal Code* Section 2-1.301 indicates the City's policy is to fill vacancies by appointment. The *California Government Code* Section 36512 states that Council shall fill the vacancy by appointment within 60 days. The appointment process generally involves a public announcement, application solicitation (including a resume, cover letter, and statement of interest), eligibility review by staff, and interviews by the City Council. The final vote on the appointment must occur in open session in accordance with the Brown Act.

The individual appointed to fill the vacancy will serve until the next general municipal election in November 2026.

- Special Considerations for Appointment: Since Coalinga elects by district, a resigning Councilmember may cast a vote on the appointment of a successor if their resignation goes into effect upon that appointment.

Considering the City's existing policy to fill vacancies by appointment and the simpler, quicker nature of the appointment process, staff recommends pursuing the appointment option.

#### **IV. ALTERNATIVES:**

Conduct a Special Election: Pursue a special election to fill the vacancy instead of a appointment. This option is generally more costly and time-consuming than an appointment. The City Attorney's estimate for the cost charged by the County to conduct a special election is \$40,000.

#### **V. FISCAL IMPACT:**

The fiscal impact associated with the appointment option is generally limited to the cost of staff time, public advertising for the vacancy, and processing applications.

#### **ATTACHMENTS:**

File Name

Description

No Attachments Available