

REGULAR MEETING STARTS AT 6:00 PM

**Mayor Stacy Rhoades
Vice Mayor Dominic Atlan
Council Member Dan Epperson
Council Member Rodney Plamondon
Council Member Diane Wratten**

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE
WILL BE CONDUCTING ITS MEETING IN PERSON
AT 1 E. MAIN STREET, IONE, CA 95640
AND VIA ZOOM**

City of Ione is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLb1pQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

One tap mobile

+16699006833,,2351961316#,,,,*95640# US (San Jose)

+12532158782,,2351961316#,,,,*95640# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 235 196 1316

Passcode: 95640

Find your local number: <https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLb1pQNXBDQWtpZkRyUT09>

Tuesday, August 17, 2021

1 E. Main Street

Ione, CA 95640

**THE CITY OF IONE IS A GENERAL LAW CITY DEDICATED TO
PROVIDING LEADERSHIP, ACCOUNTABILITY, AND FISCAL INTEGRITY
WHILE PROMOTING ECONOMIC OPPORTUNITIES AND MAINTAINING
A HIGH QUALITY OF LIFE FOR OUR CITIZENS**

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

The Ione City Council welcomes, appreciates, and encourages participation in the City Council Meeting. The City Council reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

AGENDA

A. ROLL CALL

B. CLOSED SESSION:

- Conference with Legal Counsel-Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code - One (1) Case
- Pursuant to Government Code Section 54957-Public Employment Evaluation-Interim City Manager

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

E. PRESENTATIONS/ANNOUNCEMENTS:

- Update on Wildflower Project – Thomas Borge

F. PUBLIC COMMENT: **EACH SPEAKER IS LIMITED TO 4 MINUTES**

NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the City Council at this time on any subject within the jurisdiction of the Lone City Council.

*Please be mindful of the **4 minute time limit per person.** Pursuant to the Brown Act, the City Council may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that **require Council action will be referred to staff for a report and/or recommendation for possible action at a future Council meeting.** Is there anyone in the audience who wishes to address the Council at this time?*

G. CONSENT CALENDAR: None

Notice to the Public: All matters listed under this category are considered to be routine and will be enacted by one motion. Any item may be removed for discussion and possible action and made a part of the regular agenda at the request of a Council Member(s).

H. PUBLIC HEARING:

1. Introduce and Waive the First Reading by Substitution of Title Only Ordinance No. 526 – Proposed Addition of the Lone Municipal Code Chapter 8.32 – Protection of Critical Infrastructure and Wildfire Risk Areas

I. REGULAR AGENDA:

2. Approval of a Personal Services Contract between the City of Lone and Mary A. Morris-Mayorga

J. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

K. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

L. ADJOURNMENT

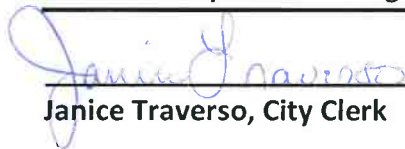
NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk Janice Traverso at (209) 274-2412, ext. 102. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

I, Janice Traverso, the City Clerk of the City of Lone declare under penalty of perjury that the foregoing agenda for the Tuesday, August 17, 2021 meeting of the Lone City Council was posted on August 13, 2021.


Janice Traverso, City Clerk



City of Ione
P.O. Box 398
1 E. Main Street
Ione, CA 95640



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Ione will hold a public hearing to give the public the opportunity to comment on the following item:

Ordinance No. 526—Proposed Addition to the Ione Municipal Code Chapter 8.32 – Protection of Critical Infrastructure and Wildfire Risk Areas

The City Council will review this item on Tuesday, August 17, 2021, beginning at 6:00 p.m. at the City of Ione, City Hall, #1 E. Main Street, Ione, CA. Additional information on this item is available for public review during regular business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m., at the City of Ione City Hall.

Interested persons should attend the City Council meeting on August 17, 2021 in order to make their comments known. If you are unable to attend the Public Hearing, you may direct written comments to the City Clerk, City of Ione, P. O. Box 398, Ione, CA 95640

ADA COMPLIANCE STATEMENT

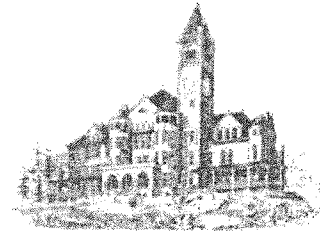
In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 209-790-4792. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Dated: August 6, 2021

Janice Traverso
City Clerk



CITY OF IONE CITY COUNCIL STAFF REPORT



DATE: August 3, 2021

TO: MAYOR RHOADES AND CITY COUNCIL

FROM: MICHAEL ROCK, INTERIM CITY MANAGER
JEFF ARNOLD, POLICE CHIEF

SUBJECT: Proposed Addition to the Ione Municipal Code Chapter 8.32 –
Protection of Critical Infrastructure and Wildfire Risk Areas

RECOMMENDED ACTION:

Staff recommends that the City Council

1. Discuss and consider proposed addition of Ione Municipal Code Chapter 8.32 –
Protection of Critical Infrastructure and Wildfire Risk Areas.

DISCUSSION:

A principal threat to the public health, safety, and welfare is the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities, including communication, water, and waste disposal. Destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, restricting access, or other causes, and is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure.

Currently, the Ione Municipal Code does not provide for the removal of persons and/or personal property in, on, or near critical infrastructure or wildfire risk areas. This addition

TYPE OF ITEM:

_____ Consent
_____ Departmental
_____ Public Hearing
_____ Other Written Correspondence

PREVIOUS ACTION/REFERRAL:

Council Order No. _____

Meeting of: _____

City Council for the City of Ione

Upon motion of Council Member
Seconded by Council Member
And carried _____ by those members present,
The Council hereby adopts the recommended action contained in this
report.

Dated: _____
Janice Traverso, City Clerk

to the Ione Municipal Code will assist the City in mitigating the threat of fire and other potential causes of damage and/or destruction and interference of critical infrastructure that are necessary to protect the health, safety, and welfare of the public.

Fiscal impacts to the City should be minimal, and should be offset by criminal, civil, and/or administrative penalties taken against violators of the proposed addition.

If the City Council agrees that adding this section to the municipal code is worthy of further discussion staff will return on August 17, 2021 with a first reading of the ordinance.

ATTACHMENTS:

Proposed addition of Ione Municipal Code Chapter 8.32 Protection of Critical Infrastructure and Wildfire Risk Areas.

Chapter 8.30 PROTECTION OF CRITICAL INFRASTRUCTURE AND WILDFIRE RISK AREAS

8.30.010 Findings and purpose.

The city council finds as follows: (1) a principal threat to the public health, safety, and welfare is the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities, including communication, water, and waste disposal; (2) destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, restricting access, or other causes; and (3) destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure.

The purpose of this chapter to mitigate the threat of fire and other potential causes of destruction and damage to and interference with, critical infrastructure, in order to protect the health, safety, and welfare of the public, by authorizing the removal of persons and their personal property in, on, or near critical infrastructure.

8.30.020 Definitions.

When used in this chapter, the following words and phrases have the following meanings:

- A. "Camp" and "camping" mean the placement on public or private property for the purpose of making a living accommodation for one or more nights of tents, tarpaulins, temporary shelters, house trailers, motor vehicles or parts thereof, trailers, cooking facilities, cots, ground covers, bedding, hammocks, backpacks, sleeping bags and other equipment of a similar nature used to live temporarily in the outdoors.
- B. "Camp facilities" include, but are not limited to, tents, huts, or temporary shelters.
- C. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.
- D. "Critical infrastructure" means real property or a facility, whether privately or publicly owned, that the city manager designates as being so vital and integral to the operation or functioning of the city or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.
- E. "Facility" means a building, structure, equipment, system, or asset.
- F. "Fire prevention official" means the fire chief, the fire marshal, or a fire prevention officer

- G. "Garbage" has the same meaning as in Section 8.04.010
- H. "Hazardous waste" has the same meaning as in California Public Resources Code Section 40141.
- I. "Infectious waste" has the same meaning as in California Code of Regulations, Title 14, Section 17225.36.
- J. "Refuse" has the same meaning as in Section 8.04.010.
- K. "Solid waste or wastes" has the same meaning as in Section 8.04.010.
- L. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- M. "Wildfire risk area" has the same meaning as in California Code of Regulations, Title 24, Part 9, Section 202.

8.30.030 Prohibited activities.

- A. It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia at the following locations:
 - 1. Critical infrastructure;
 - 2. Within fifty feet of critical infrastructure;
 - 3. Within fifty feet of a vehicular or pedestrian entrance or exit of critical infrastructure;
 - 4. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including, but not limited to, members of law enforcement, fire prevention, or emergency medical services agencies; or
 - 5. Wildfire risk area.
- B. It is unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, in the following locations without the written consent of the owner, except as otherwise provided by resolution of the city council:
 - 1. Critical infrastructure;
 - 2. Within fifty feet of critical infrastructure;
 - 3. Within fifty feet of a vehicular or pedestrian entrance or exit of critical infrastructure;

4. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including, but not limited to, members of law enforcement, fire prevention, or emergency medical services agencies; or

5. Wildfire risk area.

C. Nothing in this chapter is intended to prohibit or make unlawful the activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes; and nothing is intended to prohibit or make unlawful the activities of a property owner or other lawful user if such activities are expressly authorized by Title 17 or other laws, ordinances, and regulations.

8.30.040 Summary abatement.

A. Any violation of this Section may be immediately abated by the city without prior notice.

B. Abatement pursuant to subsection A may include, but is not limited to, removal of camp facilities, camp paraphernalia, personal property, garbage, hazardous waste, infectious waste, junk, or refuse; and securing the perimeter of the property with fencing, gates, or barricades to prevent further occurrences of the nuisance activity.

C. Regardless of the city's authority to conduct abatement pursuant to this section, every owner, occupant, or lessee of real property, and every holder of any interest in real property, is required to maintain the property in compliance with local, state, and federal law; and is liable for violations thereof.

D. Costs incurred by the city during summary abatement proceedings shall be assessed, collected and recovered against the responsible person in accordance with procedures in Section 1.10.200.

8.30.050 Interference with summary abatement.

No person shall willfully prevent, delay, resist, obstruct, or otherwise interfere with a city official, employee, contractor, or volunteer in their execution of an abatement pursuant to this chapter.

8.30.060 Violation—Penalty.

A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal, civil, and administrative penalties pursuant to Chapters 1.08 and 1.10.

B. Violations of this chapter are hereby declared to be a public nuisance.

C. All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the city from the pursuit of any other remedy to enforce this chapter.

Agenda Item

#2

DATE: August 17, 2021

TO: Mayor Rhoades and City Council

FROM: Michael Rock, Interim City Manager

SUBJECT: Approval of a Personal Services Contract between the City of Lone and Mary A. Morris-Mayorga

RECOMMENDED ACTION:

Staff recommends the City Council approve the attached Personal Services Contract between the City of Lone and Mary A. Morris-Mayorga for professional assistance with tasks in the Finance Division, including but not limited to completing the Fiscal Year 2018/19 and Fiscal Year 2019/20 Comprehensive Audited Financial Reports (CAFR) and completing a final draft FY 2021/22 Budget for City Council Adoption.

FISCAL IMPACT:

The not to exceed contract of \$90,000 will be paid out of the Finance Division's salary savings due to the Finance Manager position being on leave.

BACKGROUND:

The City's Finance Manager has been on leave since May 19, 2021. The Audit (CAFR) for 2018/19 was due to the State in February of 2020 and the Audit for 2019/20 was due in February of 2021. It is imperative that these audits are completed so that the State requirements are met and so that the City Council, staff, and community will have a more accurate accounting of all of the City's finances. And the City's 2021/22 Budget was not officially adopted before July 1 of this year and this should be completed by October of this year.

ATTACHMENTS:

Personal Services Contract with Mary A. Morris-Mayorga
Exhibit A: Services to be Provided (Scope of Work)
Exhibit B: Fees to be Paid to Contractor

**STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN**

THE CITY OF IONE

AND

Mary A. Morris-Mayorga

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 18th day of August 2021, by and between the **CITY OF IONE, a political subdivision of the State of California ("City")**, and Mary A. Morris-Mayorga, **sole proprietor**, ("Contractor").

RECITALS

WHEREAS, City desires to retain a person or firm to provide the following services: Financial services to the City, including, but not limited to, preparing the proper documents for the FY 2018/19 and FY 2019/20 audits; reviewing and approving accounts payable and accounts receivable, assisting in the preparation of the FY 2021/22 operating and capital budgets for the City and other duties related to the operation of the City's finances; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by City, the parties agree to the following:

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit A.
- II. **ADDITIONAL SERVICES:** The City may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of City. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the City in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. **CITY FURNISHED SERVICES:** The City agrees to:

- A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
 - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
 - C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on August 18th, 2021 and shall terminate on June 30, 2022, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than June 30, 2022. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO CITY: Notwithstanding any other provision of this Contract, in no event will the cost to City for the services to be provided herein exceed the maximum sum of \$90,000, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by City of an invoice covering the service(s) rendered to date.

[For any services involving a public works or construction project, the City shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by City of the work or termination of this Contract.]

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from City for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the City shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation.

This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the City for funding payment to Contractor.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.
- B. The Contractor shall be required to carry professional [errors & omissions] coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.]

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to City. However, failure to obtain and provide the required documents to City prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the City.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed City Workers' Compensation Exemption form) shall be provided to City prior to commencement of work.
- X. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold City harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from City's sole negligence or willful misconduct.
- XI. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XII. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the City during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the City.
- XIV. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

- XV. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)).

Contractor will permit City to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at City's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from City.

Contractor shall promptly refund any moneys erroneously charged. If City ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XVI. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVII. **TITLE:** It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the City. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to City without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide City with said disk.
- XVIII. **TERMINATION:**
- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

- B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the City may terminate this Contract by giving five calendar days written notice to Contractor.
 - C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the City.
- XX. AMENDMENT: This Contract may be amended or modified only by a written instrument signed by both parties.
- XXI. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to City, as evidenced in writing.
- XXII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIII. SEVERABILITY: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXIV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Amador County, California.
- XXV. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXVI. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor

XXVII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXVIII. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXIX. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to City:

Michael Rock, Interim City Manager
1 E Main Street
Ione, CA 95640
(209) 274-2412
mrock@ione-ca.com

If to Contractor:

Mary A. Morris-Mayorga
(916) 947-0924
morris_m@comcast.net

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

CITY OF IONE:

CONTRACTOR:

By: _____
Michael Rock
Interim City Manager
Date: August 18, 2021

By: _____
Mary Morris-Mayorga
Title: Contractor
Date August 18, 2021

Approved as to form:

By: _____
Sophia R. Meyer
City Attorney

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

1. FY 2018/19 Audit: Preparing the proper documents for the FY 2018/19 Audit in cooperation with the City's independent Auditor, Richardson and Company with Lead Auditor Brian Nash, CPA
2. FY 2019/20 Audit: Preparing the proper documents for the FY 2019/20 Audit in cooperation with the City's independent Auditor, Richardson and Company with Lead Auditor Brian Nash, CPA
3. Reviewing and approving accounts payable and accounts receivable, payroll;
4. Assisting in the preparation of the draft FY 2021/22 operating and capital budgets;
5. And other duties related to the operation of the City's finances and fiduciary responsibilities

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Contractor
Mary Morris-Mayorga

\$110/hour @ 25 hours per week = \$2750/week
NOT TO EXCEED \$15,000
Contract Period June 1, 2021-July 9, 2021