

**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 VIA ZOOM AND IN PERSON  
AT 1 E. MAIN STREET, IONE, CA**

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

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLb1pQNXBDQWtpZkRvUT09>

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)

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+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=d3lWTW0zbVJLb1pQNXBDQWtpZkRvUT09>

**Tuesday, May 4, 2021**

**Ione City Hall**

**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, Lone, 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: None

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

E. 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?*

F. PRESENTATIONS/ANNOUNCEMENTS: None

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: None

I. REGULAR AGENDA:

1. Review and Approval of Interim City Manager Contract

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.

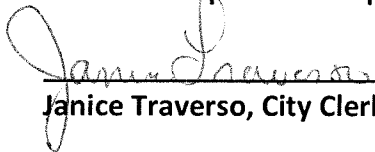
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#### **ADA COMPLIANCE STATEMENT**

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.

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I, Janice Traverso, the City Clerk of the City of Lone declare under penalty of perjury that the foregoing agenda for the Tuesday, May 4, 2021 meeting of the Lone City Council was posted on April 30, 2021.

  
\_\_\_\_\_  
Janice Traverso, City Clerk, City of Lone

# Agenda Item

#

DATE: May 4, 2021  
TO: Ione City Council  
FROM: Sophia R. Meyer, City Attorney *SRM*  
SUBJECT: Review and Approval of Interim City Manager Contract

## **RECOMMENDED ACTION:**

Review and Approve Interim City Manager Contract.

Motion: \_\_\_\_\_ / \_\_\_\_\_

## **FISCAL IMPACT:**

\$85.00/hour for the week of April 26-30, 2021.  
\$10,000.00/month for May 1, 2021 through October 30, 2021.

## **BACKGROUND:**

The City of Ione desires to contract with Michael Rock for the position of Interim City Manager. A contract has been negotiated and the terms have been approved by Mr. Rock. The City Council is being asked to approve the contract as presented.

While the entire document is attached for review, the relevant terms are as follows:

### **Term:**

Initial term of 6-months, with the option for two additional 6-month extensions. The Contract can be cancelled by the City at any time upon 10-day written notice to the other party.

### **Salary:**

\$85.00/hour for the week of April 26-30, 2021.  
\$10,000.00/month for May 1, 2021 through October 30, 2021.

Mr. Rock was unavailable to be full-time in the City the week of April 26-30 due to prearranged activities. He will be paid an hourly rate for any hours worked for the City for that timeframe. Upon ratification by the Council, Mr. Rock will be paid a flat rate fee of \$10,000.00 per month for any full month in which he remains employed under this contract. It is estimated that Mr. Rock will work approximately 30 hours per week in the City of Ione.

**Residency Requirement:**

The requirements of residency are being waived for purposes of this short-term agreement. The City of Ione has a history of waiving this requirement for purposes of employing an Interim City Manager.

**Misc:**

There will be no payment for mileage to and from Mr. Rock's residence.

Mr. Rock is a PERS Retired Annuitant who cannot work more than 960 hours per fiscal year.

There is no payment of medical or insurance benefits.

## EMPLOYMENT AGREEMENT

THE AGREEMENT is effective on the date of approval by the City Council of the City of Ione, May 4, 2021, is retroactive back to April 26, 2021, and is entered into by the CITY OF IONE (City), a municipal corporation, and Michael Rock (Rock) (Collectively "Parties"). The parties agree as follows:

### RECITALS

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions for Rock upon appointment as Interim City Manager; and

WHEREAS, it is the desire of the City to (1) appoint Rock to the position of Interim City Manager and to provide inducement for him to remain in such employment, and (2) to make possible full work productivity by assuring Rock's morale and peace of mind with respect to future security, and (3) to provide a just means of terminating Interim City Manager's services should he be unable to fully discharge his duties or when the City may otherwise desire to terminate his employment; and

WHEREAS, Rock desires to accept employment as Interim City Manager of the City of Ione.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that all recitals stated above are true and correct and further agree as follows:

#### Section 1. Duties & Interim City Manager Status

City hereby agrees to retain Rock as Interim City Manager (hereinafter "Interim Manager") of the City of Ione to perform the functions and duties as described in Chapter 2.10 of

the City's Municipal Code and said Chapter is incorporated herein as if fully stated, with the exception of section 2.10.065, which is waived for purposes of this Agreement.

## Section 2. Termination

- A. In the event City terminates this Agreement and discharges Rock from his engagement hereunder, for no reason or for any reason, City shall pay to Rock the sum due for services provided to the date of termination.
- B. City may discharge Rock at any time subject to a 10-day written notice and the provisions of Section 2A above.
- C. Notwithstanding the above, Rock may withdraw from the position as Interim Manager at any time with a 30-day written notice to the City.

## Section 3. Disability

If Interim Manager is permanently disabled or is otherwise unable to perform his duties due to industrial injuries or illness of any nature causing his disability for a period exceeding four (4) successive weeks, then City shall have the option to terminate this Agreement immediately.

## Section 4. Salary

City agrees to pay Interim Manager for his services rendered pursuant hereto at a rate of **\$85.00 per hour for the period of time between April 26, 2021 through April 30, 2021**, and beginning May 1, 2021, a **flat rate salary of \$10,000.00 per month** for each successive month of employment with the City of Ione. Monthly salary is based on an expectation that the Interim Manager will work approximately **30 hours per week** for the City.

Interim Manager shall not charge City mileage for any travel within a 50-mile radius of City Hall.

Interim Manager shall not charge City travel time for any travel to or from the City of Ione from his place of residence.

#### Section 5. Dues and Subscriptions

City agrees to budget and to pay for professional dues and membership in *ICMA, GFOA* **and** the League of California Cities and the City Managers section of said organization.

#### Section 6. Performance Evaluation

City Council shall review and evaluate the performance of Interim Manager as needed. Said review and evaluation shall be in accordance with specific criteria developed jointly between Interim Manager and City Council. Said criteria may be added to or deleted from as the City Council may from time to time determine after consultation with Interim Manager. The City Council shall provide Interim Manager with a summary of written statement of the findings of the City.

#### Section 7. Indemnification and Bonding

City shall defend, save harmless and indemnify Interim Manager against any tort, professional liability claims and demands or other legal action, with the exclusion of any criminal charges or an action brought by either the California Attorney General or the City of Ione or both, pursuant to Government Code section 12650 (False Claims Act), whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as City Manager. ***City shall provide Interim Manager with errors and omissions insurance.***



#### Section 8. Other Terms and Conditions of Employment

A. All provisions of the City of Ione employee handbook relating to working conditions as they now exist or thereafter may be amended, except as otherwise set forth herein, shall also apply to Interim Manager.

B. **The term of this Agreement shall be six (6) months (May 1, 2021 – November 30, 2021) with an option for up to two (2) six (6) month extensions upon mutual agreement and approval of the parties.** Notwithstanding this Section, Interim Manager is an at-will employee as described in California Labor Code section 2922.

C. The City Council, with mutual consent of Rock, may amend or add any such other terms and conditions of engagement as it may determine from time to time, relating to the performance of Rock.

D. City and Rock agree that in the event of a dispute between the parties concerning this Agreement, the prevailing party in arbitration or other legal proceeding will be entitled to recovery of reasonable attorney's fees and costs from the other party.

E. City understands and acknowledges that Rock may purchase, rent, lease, or otherwise obtain a domicile or residence outside the city limits of the City, City shall not require Rock during the term of this Agreement to move his domicile into the city limits of the City. Nor shall Rock's failure to move his domicile into the city limits of the City be grounds for the City to terminate this Agreement for cause or otherwise.

#### Section 9. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Services, postage prepaid, addressed as follows:

- (1) City:  
City of Ione  
1 E. Main Street  
Ione, CA 95640
- (2) Interim Manager  
Michael Rock  
[Confidential Address on file with Payroll]

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notices in with the United States Postal Service.

#### Section 10. Insurance

Rock shall obtain and maintain his own individual vehicle insurance policy and the City of Ione shall not be responsible for any portion of that premium payment.

#### Section 11. General Provisions

A. The text herein shall constitute the entire Agreement between the parties. There are no oral agreements or understandings or any other written agreements which directly or indirectly affect the terms and conditions of this Agreement.

B. Rock warrants that no conflict exists with his current representation of other public entities and private clients.

C. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. No addition, modification, amendment, or deletion to this Agreement shall be valid unless it is in writing and executed by the parties to this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Rock.

F. City and Rock agree that the construction and interpretation of this Agreement and the rights and duties of City and Rock hereunder shall be governed by the laws of the State of California.

G. Rock shall act as an independent contractor in providing the services described in this Agreement. Rock shall be solely responsible for the supervision, payment and protection of his agents, employees, experts, or consultants, if any, and furnish the services in Rock's own manner and method. In no respect shall Rock be considered an employee of City.

H. Venue for any proceeding under this Agreement shall be in the County of Sacramento.

I. Rock agrees to comply with all applicable fair employment and equal opportunity practices and not to discriminate against any applicants or employees of City because of their membership in a protected class.

J. This Agreement contemplates the personal professional services of Rock. The Agreement, or any portion thereof, shall not be assigned or delegated without the prior written consent of City.

K. Parties agree to abide by all rules and regulations regarding employment of a PERS Retired Annuitant, including, but not limited to, the requirement to limit hours worked to not more than 960 hours in a fiscal year.

(signatures on following page)

IN WITNESS WHEREOF, the City of Ione has caused the Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and Interim Manager has signed and executed the Agreement, both in duplicate, on the date indicated.

EXECUTED BY:

CITY OF IONE

INTERIM CITY MANAGER

\_\_\_\_\_  
Stacy Rhoades, Mayor  
City of Ione  
Date

\_\_\_\_\_  
Michael Rock

Date

ATTEST

\_\_\_\_\_  
Janice Traverso, City Clerk    Date

APPROVED AS TO FORM

\_\_\_\_\_  
Sophia R. Meyer, City Attorney