

## **Section 8. General Expenses**

City shall reimburse Manager for all actual and necessary expenses incurred in the performance of his official duties as City Manager, including those incurred when traveling on business pertaining to City. Such expenses may include, but are not limited to hotel/motel costs, air/train/taxi fares, conference/meeting registration, parking fees and other such actual and necessary costs. The provisions of the City's Travel Policy shall govern reimbursement to Manager for all business-related travel costs not in conflict with this Agreement. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

## **Section 9. Indemnification, Insurance, and Bonding**

City shall defend, save harmless, and indemnify Manager against any tort, professional liability claim and demand, or other legal action, with the exclusion of any criminal charges arising out of an alleged act or omission occurring in the performance of Manager's duties as City Manager. Such defense of Manager shall be subject to the limitations and in compliance with Government Code Sections 53243.1.

Manager shall maintain an Errors and Omissions ("E&O") policy in the amount of one-million dollars (\$1,000,000). City shall bear the full cost of the required E&O policy.

Additionally, pursuant to Ione City Code section 2.10.040, Manager shall obtain and be covered by an official bond in favor of the City, as beneficiary, for the faithful performance of his or her duties as prescribed by the Ione Municipal Code and to account to the City for all monies and other properties coming into his possession or control. Such bond shall be in the amount of one-million dollars (\$1,000,000). City shall bear the full cost of the required corporate surety bond.

## **Section 10. Other Terms and Conditions of Employment**

The Council, in consultation with the Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or State law.

## **Section 14. Notices**

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

City:	City Clerk #1 E. Main Street P.O. Box 398 Ione, CA 95640
City Manager:	

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Either of the addresses may be changed as necessary without formal action or approval of the City Council.

## **Section 11. General Provisions**

- A. The text herein shall constitute the entire agreement between the parties.
- B. The Agreement shall become effective upon date of execution by Manager and City, and shall be retroactive to January 1, 2020.
- C. No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by the City and the Manager. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement shall be deemed a waiver of other provisions or conditions hereof.
- D. This Agreement shall be binding upon or shall insure the benefit of the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that Manager may not assign Manager's obligations hereunder.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. If any provision, 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.
- G. This Agreement is not assignable by either City or Manager.
- H. Unless provided for otherwise by this Agreement, all provisions of the Municipal Code which are applicable to the City Manager, Chapter 2.10, shall remain in full force and effect.
- I. No party's failure to enforce any provision or provisions of this Agreement shall be construed in any way as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement.
- J. The provisions of this Agreement were arrived at through negotiation of the parties to this Agreement. Manager acknowledges that he has entered into this Agreement voluntarily, and that he has reviewed it carefully, that he has been given the opportunity to review it with his own private legal counsel if he so desires, and that he is signing this Agreement with full knowledge of its contents.

**IN WITNESS WHEREOF**, the City of Ione has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

Executed on August \_\_\_\_\_, 2020 in the County of Amador.

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Diane Wratten, Mayor  
City of Ione

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Jon G. Hanken, Manager

ATTEST:

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Janice Traverso, City Clerk  
City of Ione

APPROVED AS TO FORM:

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Sophia R. Meyer, City Attorney  
City of Ione