

RESOLUTION NO. 91- 74

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
APPOINTING ROBERT F. GROGAN AS INTERIM CITY MANAGER

WHEREAS, Jerry Bankston has tendered his resignation effective May 31, 1991, and has accepted a position with the City of Seal Beach; and

WHEREAS, the City Council desires to have an Interim City Manager to act in that capacity for a limited duration until a permanent replacement has been appointed; and

WHEREAS, the position requires the specialized skills of an experienced City Manager; and

WHEREAS, Robert F. Grogan, as prior City Manager of the City of Santa Maria for many years, has such specialized skills;

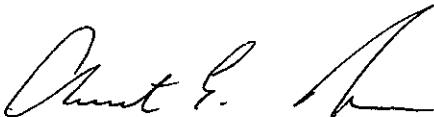
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of El Paso de Robles does hereby appoint Robert F. Grogan as Interim City Manager;

2. The Mayor is authorized to execute the attached agreement with Robert F. Grogan to provide interim services as City Manager and Executive Director of the Redevelopment Agency.

On motion by Council Member Reneau, seconded by Council Member Russell and carried on the following vote, this 21st day of May, 1991:

AYES: Russell, Reneau, Martin, Picanco and Iversen
NOES: None
ABSENT: None



Mayor Christian E. Iversen

ATTEST:



Deputy City Clerk

CONTRACT FOR INTERIM CITY MANAGER
SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this 21st day of May, 1991, by and between the CITY OF EL PASO DE ROBLES (hereinafter referred to as "CITY"), and ROBERT F. GROGAN, an independent contractor (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, CITY has need for special services as Interim City Manager and Interim Executive Director of the City Redevelopment Agency; and

WHEREAS, CONTRACTOR is specially trained, experienced, expert and competent to perform such special services; and

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services. Pursuant to this Contract, CONTRACTOR shall provide to CITY the following special services:

- a. Interim City Manager
- b. Interim Executive Director of the Redevelopment Agency of the City of El Paso de Robles

2. Compensation. CITY shall pay to CONTRACTOR as compensation in full for all services performed by CONTRACTOR pursuant to this Contract according to the following schedule:

a. \$62.50 per hour until June 3, 1991 for services rendered on an as needed basis

b. \$2,500.00 per week for full-time services from June 3, 1991. The weekly rate will be pro-rated if for any reason CONTRACTOR provides less than full-time service.

c. CONTRACTOR will also be reimbursed for reasonable out of pocket expenses incurred on official City business. Out of pocket expenses will include automobile mileage at \$.30 per mile (excluding commuting to and from work).

d. CONTRACTOR shall bill CITY monthly for the prior month's services. Statement will be paid by CITY within 30 days of receipt.

3. Term of Contract. This Contract shall commence on May 21, 1991, and shall terminate on November 21, 1991, unless terminated earlier as provided herein.

4. Termination of Contract for Convenience of Either Party. Either party may terminate this Contract at any time by giving to the other party fourteen (14) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work satisfactorily completed prior to the effective date of said termination at a rates specified in paragraph 2.

5. Termination of Contract for Cause. If CONTRACTOR fails to perform its duties to the satisfaction of CITY, or if CONTRACTOR fails to fulfill in a timely and professional manner his obligations under this Contract, or if CONTRACTOR shall violate any of the terms or provisions of this Contract, or if CONTRACTOR fails to exercise good behavior during working hours that is of such a nature as to bring discredit upon CITY, then CITY shall have the right to terminate this Contract effective immediately upon CITY giving written notice thereof to the CONTRACTOR. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work satisfactorily completed prior to the effective date of such termination.

6. Entire Agreement and Modification. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this Contract, CONTRACTOR relies

solely upon the provisions contained in this Contract and no others.

7. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of CONTRACTOR, this Contract or any interest therein may not be assigned by CONTRACTOR without the prior written consent of CITY, and any such attempted assignment, transfer, delegation, or sublet without CITY'S prior written consent shall be considered null and void.

8. Covenant. This Contract has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. San Luis Obispo County shall be the venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract.

9. Enforceability. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10. Employment Status. CONTRACTOR shall, during the entire term of the Contract, be construed to be an independent contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow CITY to exercise discretion or control over the professional manner in which CONTRACTOR performs the services which are the subject matter of this Contract; provided always, however, that the services to be provided by CONTRACTOR shall be provided in a manner consistent with all applicable standards and regulations governing such services.

CONTRACTOR understands and agrees that he is not, and will not, be eligible for membership in or any benefits from any CITY group plan for hospital, surgical or medical insurance, or for

membership in any retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, workers' compensation insurance, or for any other benefit which accrues to a CITY employee.

11. Indemnification. CONTRACTOR shall defend, indemnify and save harmless CITY, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof except those arising from the sole negligence or wilful misconduct of CITY, including, but not limited to, any act or omission to act on the part of CONTRACTOR or his agents or employees or other independent contractors directly responsible to him, and including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to CONTRACTOR'S "Independent Contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

12. Liability Insurance. CONTRACTOR shall obtain and maintain for the entire term of the Contract and CONTRACTOR shall not perform any work under this Contract until after he has obtained comprehensive automobile liability insurance, in companies, acceptable to CITY, authorized to issue such insurance in the State of California.

13. Records.

a. CONTRACTOR shall keep complete and accurate records for the services performed pursuant to this Contract, and shall make such records available to CITY upon request.

b. CONTRACTOR shall assure the confidentiality of any records that are required by law to be so maintained.

c. CONTRACTOR shall prepare and forward such additional or supplementary records as CITY may reasonably request.

14. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first-class mail to CITY at:

City of El Paso de Robles
1030 Spring, P.O. Box 307
Paso Robles, CA 93447
Attn: City Council

and to CONTRACTOR at:

Robert F. Grogan
302 Ebb Tide Way
Pismo Beach, CA 93449

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Contract on the day and year first hereinabove set forth.

CITY OF EL PASO DE ROBLES

BY: 

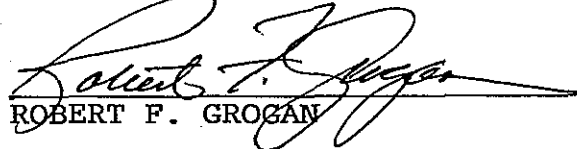
Mayor Christian E. Iversen

ATTEST:



City Clerk, Jerry Bankston

CONTRACTOR


ROBERT F. GROGAN