

RESOLUTION NO. 2289

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF AN AGREEMENT
 FOR INTERIM CITY MANAGER SERVICES
 WITH RUSSELL CARLSEN

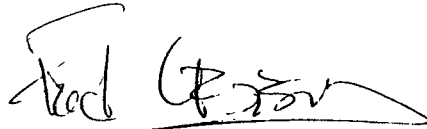
BE IT RESOLVED by the Council of the City of Soledad that the Mayor is hereby, authorized and directed for and on behalf of the Council of the City of Soledad, to execute with Russell Carlsen, an agreement for services as Interim City Manager in the form of the document hereunto, marked Exhibit "A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council at a regular meeting duly held on the 8th day of November, 1993 by the following vote:

AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Mayor Fred Ledesma


NAYES, Councilmembers. None

ABSENT, Councilmembers: Richard Ortiz, Mayor Pro Tem Fabian Barrera



MAYOR OF THE CITY OF SOLEDAD

ATTEST:



CITY CLERK OF THE CITY OF SOLEDAD

**STANDARD
CONTRACTUAL SERVICES AGREEMENT**

THIS AGREEMENT is made in the City of Soledad, California, as of November 8th, 1993, by and between CITY OF SOLEDAD, a municipal corporation ("City"), and RUSSELL CARLSEN ("Contractor"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A.

2. **PAYMENT.** City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement.

3. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

4. **CONTRACT ADMINISTRATION** This Agreement shall be administered by the Mayor of Soledad ("Administrator"). All correspondence shall be directed to and through the Administrator or his or her designee.

a. **NOTICES.** Any written notice to Contractor shall be sent to:

Russell Carlsen
248 Main Street
P.O. Box 156
Soledad, CA 93960

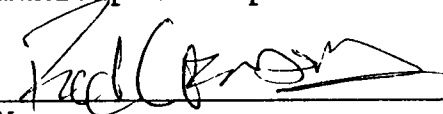
Any written notice to City shall be sent to:

Mayor Fred Ledesma
248 Main Street
P.O. Box 156
Soledad, CA 93960

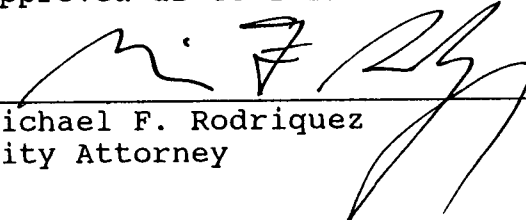
Executed as of the day first above stated:

CITY OF SOLEDAD, a
municipal corporation

Attest 
City Clerk


Mayor

Approved as to form.


Michael F. Rodriguez
City Attorney

CONSULTANT

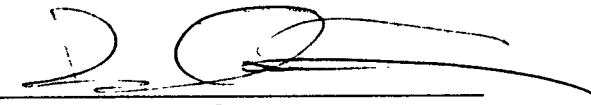

Russell Carlsen

EXHIBIT A**CONTRACTUAL SERVICES AGREEMENT****SCOPE OF SERVICES****A. SCOPE OF SERVICES**

Contractor shall perform the following services on behalf of the City:

- evaluate and make recommendations regarding the short-term and long-term fiscal condition of City
- evaluate and make recommendations regarding personnel matters.
- supervise the day-to-day operations of all City departments
- respond to the extent feasible and necessary to citizen inquiries and concerns
- oversee acquisition, construction and operation of sewer transmission line from Correctional Training Facility to City's Municipal Waste Treatment Facility
- supervise application for Community Development Block Grant for Dole Facility and subsequent "First Source Agreement" between Dole and the City
- continue to monitor progress of City's "Sphere of Influence Amendment" which is pending before the Monterey County LAFCo.

B. MANNER OF PERFORMANCE SERVICES

Contractor shall perform said services on a full-time basis, and shall keep regular office hours at City Hall, Monday through Friday.

C. PERSONNEL

Contractor shall have authority over City Personnel, including authority to employ, dismiss, discipline or promote personnel, in accordance with the City's personnel rules.

D. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City.

E. CONTRACTOR NO AGENT

Except as City may specify in writing, by this Agreement or by other documents, Contractor shall have the authority to act on behalf of City in any capacity whatsoever as an agent to the extent authorized by ordinance of the City.

F. ASSIGNMENT PROHIBITED

No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

G. STANDARD OF PERFORMANCE

Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices his profession. All instruments of service of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession. Whereas Russell Carlsen is a member of the International City Manager's Association, he shall render all services in accordance with the ethics and declaration of ideals of said Association.

EXHIBIT B**TERMS OF PAYMENT AND TERM OF CONTRACT****A. TERM OF CONTRACT**

Compensation, as set forth below, shall be paid beginning effective December 6th, 1993. The term of this contract shall continue from month-to-month thereafter until such time as the City obtains a new permanent City Manager. Either party may terminate this consultant services contract without cause upon giving the other party thirty (30) days written notice of said termination

B. COMPENSATION

City shall pay contractor, as provided below, the sum of \$6,500 per month during the term of this contract

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