

RESOLUTION NO. 3956

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING THE EXTENSION OF A CONTRACT WITH CATALINA DADIO FOR
TEMPORARY ACCOUNTING SERVICES AND APPROPRIATING \$15,000 FROM
THE GENERAL FUND RESERVE**

WHEREAS, due to short fall in personnel in the Finance Department, the remaining Finance personnel have taken on additional duties to cover basic daily operational demands; and

WHEREAS, while the basic daily operational tasks have been performed, other essential financial functions requiring thorough knowledge of accounting principles have not been performed; and

WHEREAS, the services of a temporary accountant are needed in order to prepare for the next audit; and

WHEREAS, it is recommended that the current contract for temporary accountant services with Catalina Dadio be extended for not to exceed 600 hours at a compensation rate of \$25 per hour; and

WHEREAS, Mrs. Dadio holds a BS Degree in Accounting, and has over 20 years experience in fund accounting; and

WHEREAS, the proposed compensation of \$25 per hour is a competitive rate compared to industry rates for accounting services.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Soledad hereby approves the extension of a contract with Catalina Dadio for temporary accounting services, and hereby appropriates \$15,000 from General Fund Reserve for such purposes.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 7th day of March 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None


RICHARD V. ORTIZ, Mayor

ATTEST:


NOELIA F. CHAPA, City Clerk

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT is made at Soledad, California, as of March 8, 2007, by and between the CITY OF SOLEDAD, a municipal corporation ("City"), and Catalina Dadio ("Contractor"), who agree as follows:

1. **SERVICES.** Contractor shall provide to City accounting services, including but not limited to accounts reconciliation, accounts payable, accounts receivable, payroll, and preparation of reports for Federal, State and local governments, as well as other duties at the direction of the City.

2. **MANNER OF PERFORMANCE OF SERVICES.** Contractor shall perform contractual services on a part-time basis.

3. **TERM.** Contractor shall provide services to City for a term not to exceed six hundred (600) hours. The services to be provided under this Agreement may be terminated without cause at any point in time by either party with ten (10) days written notice.

4. **PAYMENT.** City shall pay Contractor \$25.00 per hour for services to be performed. City shall be responsible for keeping track of all hours worked. The hourly sum set forth herein shall be the total compensation, which the City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. Payment shall be made in accordance with the Accounts Payable schedule.

5. **WORK FACILITIES.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall not be afforded any of the rights and benefits provided to City's employees by City rule, regulation or policy. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement; however City shall not have the absolute right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

6. **CONTRACTOR NO AGENT.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

7. **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 its profession. All instruments of service of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be conducted in a substantial, first class and workperson-like manner, and conform to the standards of quality normally observed by a person practicing in Contractor's profession.

8. **HOLD HARMLESS.** Contractor shall hold harmless the City, its officers, officials, directors, employees and agents from and against any all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of the services described herein. This paragraph shall not be construed to exempt City, its employees and officers from their own fraud, willful injury or violation of law whether willful or negligent.

9. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by Soledad City Manager, Noelia F. Chapa, ("Administrator").

Any written notice to Contractor shall be sent to:

**Catalina Dadio
620 Monterey St.
Soledad, CA 93960**

Any written notice to City shall be sent to:

**City of Soledad
c/o Noelia F. Chapa, City Manager
Post Office Box 156
248 Main Street
Soledad, California 93960**

Executed as of the day first above stated:

CITY OF SOLEDAD, a municipal corporation

By Noelia F. Chapa
Noelia F. Chapa, City Manager

Attest: Noelia F. Chapa
City Clerk

By Catalina Dadio
"Contractor"

Approved as to form:

Stephanie Stewart
Michael F. Rodriguez, City Attorney