

DATE SUBMITTED 12/12/2019  
 SUBMITTED BY ASSISTANT CITY MANAGER  
 DATE ACTION REQUIRED 12/18/2019

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS js

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: APPOINTMENT OF INTERIM CITY MANAGER 1. APPOINTMENT OF DENNIS MORITA TO INTERIM CITY MANAGER POSITION; 2. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES AS INTERIM CITY MANAGER BETWEEN THE CITY OF IMPERIAL AND DENNIS MORITA.	
DEPARTMENT INVOLVED: CITY COUNCIL/CITY MANAGER'S OFFICE	
BACKGROUND/SUMMARY: The City of Imperial entered into contract negotiations with City Attorney Dennis Morita for professional services as Interim City Manager for the City of Imperial. Attached for your review is the contract. Mr. Morita will serve as Interim City Manager during the executive search and recruitment of a new city manager.	
FISCAL IMPACT: Projected Fiscal Impact \$26,000.00 ***Fiscal Impact based on the Scope of Work as defined in the attached agreement.	FINANCE INITIALS _____
STAFF RECOMMENDATION:	DEPT. INITIALS _____
MANAGER'S RECOMMENDATION: It is the recommendation that the City Council approve the agreement between Dennis Morita and the City of Imperial for Interim City Manager Services.	CITY MANAGER'S INITIALS <u>AB</u>
MOTION:	
SECONDED: APPROVED ( ) REJECTED ( ) AYES: DISAPPROVED ( ) DEFERRED ( ) NAYES: ABSENT: REFERRED TO:	



## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered by and between the City of Imperial, a municipal corporation of the State of California (“City”), and Dennis H. Morita, A Professional Corporation (“Morita”).

### RECITALS

WHEREAS, City desires to engage Morita to serve as its interim City Manager during the period of time required to recruit and retain a full-time city manager; and

WHEREAS, the parties hereto wish to set forth the terms upon which Morita will serve as interim city manager for City.

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement

The parties to this Agreement are:

- A. City:  
City of Imperial  
420 South Imperial Avenue  
Imperial, CA 92251
  
- B. Dennis H. Morita, A Professional Corporation  
3205 South Dogwood Road, Suite B  
El Centro, CA 92243

2. Service of Notices

The representatives of the parties are as follows:

- A. The principal representative of the City shall be:  
Alexis L. Brown, Assistant City Manager
  
- B. Dennis H. Morita is principal of Dennis H. Morita,  
A Professional Corporation
  
- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by first class mail, postage prepaid.

3. Description of Work

City hereby engages Morita, and Morita accepts such engagement, to perform such duties as may be associated with City's Interim City Manager position. At minimum, Morita will be present at city hall Monday through Thursday, 8:00 a.m. through 12:00 p.m. Such schedule is subject to change in order to best serve City's requirements.

4. Independent Contractor

Morita is an independent contractor and not an employee of the City.

5. Compensation.

City shall pay Morita for services rendered pursuant to this Agreement at \$125.00 per hour payable in arrears and within 30 days of the presentation of an invoice by Morita unless City notifies Morita in writing of any dispute, in which case City shall pay any undisputed portion.

6. Term and Termination for Convenience.

The intent of this Agreement is for Morita to serve as Interim City Manager until such time as City hires a City Manager. Upon such hiring, this Agreement shall end without any action required on the part of either party. City may terminate this Agreement at any time without cause by giving Morita ten (10) written notice. Morita may terminate this Agreement at any time without cause by giving City not less than thirty (30) days written notice. City shall pay Morita for all work satisfactorily performed through the date of termination. Morita shall turn over to City all work product generated under this Agreement and shall also provide such information and data as may be necessary for City to properly and seamlessly transition to a full-time city manager.

7. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees; cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

8. Governing Law.

This Agreement shall be governed by the laws of the State of California

9. Effective Date.

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Morita, executes same.

15. Assignment.

This agreement shall not be assigned by either party without the prior written approval of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY

\_\_\_\_\_

Dated: \_\_\_\_\_

DENNIS H. MORITA,  
A PROFESSIONAL CORPORATION

\_\_\_\_\_  
By: Dennis H. Morita

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Debra Jackson, City Clerk

