



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing the Execution of an Agreement for Interim City Manager Services with the Bartlam Group

**MEETING DATE:** April 13, 2010

**PREPARED BY:** City Manager

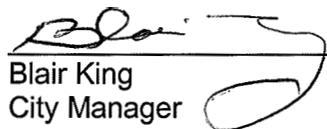
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**RECOMMENDED ACTION:** Adopt resolution authorizing the execution of an agreement for Interim City Manager services with the Bartlam Group.

**BACKGROUND INFORMATION:** Pursuant to direction received at the April 7, 2010, Closed Session, attached is a draft contract with the Bartlam Group to provide interim City Manager services for Council approval. The contract will commence upon the City Manager's termination date and will continue until the next City Manager begins his/her tenure, or upon early termination by the City Council.

**FISCAL IMPACT:** No cost in excess of current budget.

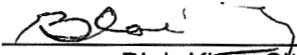
**FUNDING AVAILABLE:** \$7,835.00 bi-weekly.

  
Blair King  
City Manager

BK/jmr

Attachments

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APPROVED:   
Blair King, City Manager

RESOLUTION NO. 2010-45

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE EXECUTION OF AN AGREEMENT FOR INTERIM  
CITY MANAGER SERVICES WITH THE BARTLAM GROUP

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that the City Manager is hereby authorized and directed, for and on behalf of the City Council of the City of Lodi, to execute with the Bartlam Group an agreement for Interim City Manager services in the form and the document attached hereto, marked Exhibit "A," and by reference made a part hereof.

Dated: April 13, 2010

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I hereby certify that Resolution No. 2010-45 was passed and adopted by the City Council of the City of Lodi in a special meeting held April 13, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce,  
and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

## CONSULTANT CONTRACT

**EXHIBIT A**

This Agreement is made and entered into as of April \_\_\_\_, 2010, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and The Bartlam Group, hereinafter called "Consultant," both of whom agree as follows:

### RECITALS:

If is the desire of the City to retain the **services** of Konradt Bartlam through Consultant to perform the functions of the City Manager. The City previously contracted with Consultant for Interim Community Development services under several contracts and all preceding contracts between the Bartiam Group or Konradt Bartlam and the City of Lodi are hereby terminated.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

#### 1. GENERAL:

City hereby contracts with Consultant to assign Konradt Bartlam to perform the functions of the City Manager of the City starting May 7, 2010 and Consultant agrees to provide Konradt Bartlam to perform the full range of duties and responsibilities as described in Chapter 2.12 of the Lodi Municipal Code - "City Manager", the California Government Code, and City policies and procedures approved by the City Council, and other functions and duties the City Council shall assign from time to time.

#### 2. HOURS OF WORK:

The Consultant has discretion as to his work schedule but must devote an average minimum of 40 hours per week to the job and will typically have office hours on Monday through Friday. Consultant shall also attend all City Council meetings and be available at all times to fulfill the obligations of City Manager as required by the Municipal Code, the California Government Code, and City policies and procedures.

#### 3. COMPENSATION:

City agrees to provide the following compensation to Consultant during the term of the Agreement:

- (a) Consultant shall be paid a salary of \$7,835.00 bi-weekly. This number is calculated as the published City Manager Salary of \$160,000 reduced by the value of one furlough day per month ( $\$160,000 - (4.6\% \times \$160,000) = \$152,640$ ) plus the value of usual and customary benefits excluding deferred compensation, executive leave, sick leave, and vacation for a total of \$203,735 per year divided by 26 pay periods per year.

- (b) Because Consultant **is an independent contractor, consultant** shall be responsible for all employer costs required by law, including but not limited to: Social Security, **FICA**, Medicare, Unemployment Compensation, and workers compensation,

**4. BENEFITS:**

As an independent contractor, Consultant shall **not be entitled to any** benefits set forth in the Executive Management Statement of Benefits including but not limited to **PERS** retirement, sick **leave**, vacation, administrative leave, health insurance, deferred compensation, or life insurance. Consultant may however schedule **unpaid leave**.

**5. TERMINATION:**

- (a) Termination by Consultant - In the event Consultant **terminates** this contract with City, he shall give City at least twenty-one (21) **days** advance written notice and shall **be** entitled to all earned compensation.
- (b) Termination by City - The City Council may terminate this Agreement at any time, with or without cause. Twenty-four hours Notice of Termination shall be provided to **Consultant** in writing. Moreover, this agreement shall automatically terminate upon the hiring of a permanent City Manager.

**6. MODIFICATIONS:**

No modification of this agreement shall be valid unless said modification is in writing and signed by both parties.

**7. CONFLICT OF INTEREST:**

Consultant shall also **be** subject to the **conflict** of interest provisions of the California Government Code and any conflict of interest code **applicable to** his City consultancy. Consultant **is** responsible for **submitting** to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time *of* separation from the **position**.

**/// Continued on next page**

IN WITNESS WHEREOF, the City Manager of the City of Lodi has signed this Agreement and Consultant **has signed** and executed **this** Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

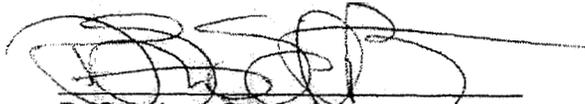
The Bartlam Group:

By: \_\_\_\_\_  
Blair King  
City Manager  
Attest:

  
\_\_\_\_\_  
Konradt Bartlam

\_\_\_\_\_  
Randi Johl  
City Clerk

Approved as to Farm:

  
\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney