

RESOLUTION NO. 00-118

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL  
AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT  
WITH JOSEPH KICAK EXTENDING HIS CONTRACT FOR  
THE POSITION OF INTERIM PUBLIC WORKS DIRECTOR**

**WHEREAS**, current contract with Joseph Kicak Interim Public Works Director expires on October 17, 2000; and

**WHEREAS**, PMW and the City are still in the process of selecting a permanent Public Works Director; and

**WHEREAS**, the City is in need of an Interim Public Works Director for a timely transition.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA**, hereby authorizes the Mayor to sign the Agreement with Joseph Kicak for the position of Interim Public Works Director until December 22, 2000 or until position is filled.

**APPROVED AND ADOPTED** this 18th day of October, 2000, by the following vote;

AYES: Mayor Darnell, Council Members Carter, Holloway, and Morgan

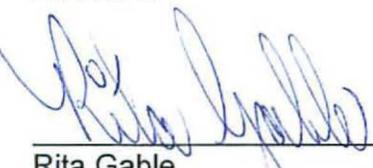
NOES: None

ABSTAIN: None

ABSENT: Council Member Rollins

  
Donna Darnell, Mayor

ATTEST:

  
Rita Gable  
Deputy City Clerk

## CONTRACT FOR TEMPORARY SERVICES

As of October 18, 2000, the City of Ridgecrest, herein "CITY" and Joseph Kicak herein "CONTRACTOR", agree as follows:

### 1. Purpose

On October 17, 2000, the current contract with Joe Kicak will expire. A vacancy will exist in the position of Director of Public Works for the CITY, (hereafter "PW Director"); CITY is in the process of recruiting a new PW Director during the interim period; CITY desires to hire CONTRACTOR to perform the services of interim PW Director; this contract for services to set forth the terms and conditions of CONTRACTOR'S duties and services as interim PW Director.

### 2. Term

This agreement commences on October 18, 2000 and continues to December 22, 2000, unless terminated earlier due to the appointment of another PW Director.

### 3. Services To Be Performed By Contractor

CONTRACTOR shall perform the duties of Interim Director of Public Works as directed by the City Administrator. CONTRACTOR shall devote a minimum of eighty (80) hours every two weeks to performing the function of Interim PW Director for CITY.

### 4. Compensation

a. CITY shall pay CONTRACTOR the sum of Seven Thousand Dollars and No Cents (\$7,000.00) per month. Paid in biweekly installments according to current City practice. There shall be no deductions for any insurance or Public Employees' Retirement System (PERS) benefits. CITY shall not provide PERS benefits, deferred compensation, medical insurance, life insurance, dental insurance, vision insurance, disability insurance, overtime pay, vacation pay, or other similar benefits except as provided in this agreement.

b. CONTRACTOR shall not work or be compensated for more than nine hundred and sixty hours (960) of service.

### 5. Housing

CITY shall provide CONTRACTOR with adequate housing within the city.

### 6. Termination

This contract may be terminated by CONTRACTOR or by the CITY (City Administrator) on ten (10) working days advanced written notice.

**7. Insurance**

- a. CONTRACTOR shall be covered as Interim PW Director by the CITY's worker's compensation coverage in the event of an accident or injury.
- b. With the exception of worker's compensation coverage, CONTRACTOR is responsible for insurance coverage.

**8. Notices.**

Notices hereunder must be in writing and shall be deemed validly given on the date either personally delivered to the other party or deposited with the United States Postal Service, postage pre-paid and addressed as follows:

CITY: City of Ridgecrest  
City Administrator  
100 West California Ave.  
Ridgecrest, CA 93555

CONTRACTOR: Joseph Kicak  
824 Serpentine Drive  
Redlands, CA 92373-6548

Either party may, by written notice to the other party, change the address specified above.

**IN WITNESS WHEREOF**, the parties hereto have caused this employment contract to be executed on the dates hereinafter respectively set forth.

**CITY OF RIDGECREST,**

DATED: October 18, 2000

By: Donna Darnell  
Donna Darnell, Mayor

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**CONTRACTOR;**

DATED: October 17, 2000

By: Joseph Kicak  
Joseph Kicak

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