

C-18-177
refer to
C-10-271

CITY OF ELK GROVE



**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT
CITY CLERK**

This Amended and Restated Employment Agreement ("Agreement") is made and entered into this 14th day of March, 2018, by and between the City of Elk Grove, California, a municipal corporation ("City") and Jason Lindgren ("Employee"). This Agreement amends, restates, and supersedes the terms of all prior employment agreements between City and Employee.

SECTION 1. DUTIES

City hereby continues to employ Employee as City Clerk to perform the functions and duties specified in the laws of the State of California, Ordinances and Resolutions enacted by City, and to perform such other duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM OF AGREEMENT

Employee's employment as City Clerk shall be at will. This means that Employee may be terminated from his employment with the City at any time, without cause, and without notice. Notwithstanding the foregoing, pursuant to Elk Grove Municipal Code section 2.10.020(H), the City Clerk shall not be removed from office, nor shall notice of removal be determined, during or within a period of ninety (90) days next succeeding any municipal election held in the City at which a member of the City Council is elected.

SECTION 3. SALARY

- A. Effective as of the date of this Agreement, City agrees to pay Employee a salary for services rendered in the amount of \$131,900.58 payable in installments at the same time as other employees of the City are paid.
- B. Employee shall receive annual compensation cost of living increases at a rate not less than the Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose, California region as published by the U.S.

Department of Labor, Bureau of Labor Statistics ("Consumer Price Index"), based on the amount of the City Clerk's salary as may be adjusted from time to time. The increase shall be calculated as of each anniversary date of this Agreement using the Consumer Price Index from June of the previous year. The City Clerk's salary shall not be adjusted downward as a result of a decrease in the above-referenced Consumer Price Index.

- C. In addition to the provision set forth in subsection 3.B. above, the City Council, in its sole discretion, may grant additional salary increases to Employee.

SECTION 4. BENEFITS

- A. Employee shall be entitled to receive all employment benefits provided to other senior management employees employed by the City as described in the City's Personnel Rules and Regulations. Consistent with current City personnel policy, City shall provide one hundred percent (100%) of the cost of the City's share of PERS contributions so as to provide PERS benefits consistent with and in the same manner as City provides for such benefits to other senior management employees. Employee shall pay for one hundred percent (100%) of the cost of the Employee's share of PERS contributions. Should the City's Personnel Rules and Regulations change with respect to benefits provided to other senior management employees in a manner favorable to Employee, Employee shall receive such changed benefits without the necessity of further amendment of this Agreement. Employee shall also receive Armadacare or similar supplemental health care coverage consistent with other executive staff's benefits.

- B. In addition to the aforementioned benefits, the City shall provide an employer contribution to Employee's deferred compensation plan (such as an IRC § 401 plan) each pay period, in a total amount that is 2% of Employee's annual salary, divided by the number of pay periods in a year, commencing on the first full pay period following the effective date of this Agreement, and increasing by 2% each year on the first full pay period following the anniversary date of this Agreement. The 2% additional employer contribution amount shall be cumulative (e.g. 2% in 2018, 4% in 2019, and so forth), subject to the limitation that the combined employer contribution amount (city match and additional employer contribution) in any year shall not exceed the annual employee contribution limit allowed by the IRS (which is \$18,500 in 2018).

SECTION 5. LEAVE

- A. Employee shall be entitled to eighty (80) hours of Administrative Leave per year.

- B. Employee shall be entitled to twelve (12) holiday days per year, plus one floater day, consistent with the holiday schedule adopted by the City for all employees.

- C. Employee is currently entitled to twenty-seven (27) days leave per year based on years of service, subject to increase going forward based on years of service as provided for in the City's Personnel Rules in Regulations.
- D. Employee shall be entitled to all other annual leave benefits provided to other senior management employees employed by the City as described in the City's Personnel Rules and Regulations. To the extent the Personnel Rules and Regulations allow for additional leave benefits to Employee not expressly set forth herein, Employee shall receive such benefits without the necessity of further amendment of this Agreement.

SECTION 6. CAR ALLOWANCE

Employee shall receive \$200.00 per month for a car allowance.

SECTION 7. PERFORMANCE EVALUATION

City Council and/or its designee(s) and Employee shall meet and establish performance standards for the position of City Clerk to be used in the review and evaluation of the performance of Employee. The City Council may, in its sole discretion, use any professional assistance in establishing standards, including but not limited to an agreed-upon facilitator. Employee shall be evaluated at least annually or more frequently at the discretion of the City. Nothing in this provision shall be construed to require City Council to grant Employee pay increases based on the performance standards, if any, mentioned above nor to limit in any manner the discretion of City Council to grant or not pay increases. Nor shall anything in this Agreement be construed to require City Council to evaluate Employee solely upon the performance standards, if any, mentioned above, nor to limit the discretion of City Council to evaluate Employee as it deems necessary in the sole discretion of the City Council.

SECTION 8. PROFESSIONAL DEVELOPMENT

- A. City shall budget and pay the reasonable travel and subsistence, registration and incidental expenses incurred for official travel, meetings and events related to the affairs of the City and advancement for the good of the City herein deemed a public purpose.
- B. Professional Activities. During Employee's appointment as City Clerk, Employee may attend and/or participate in professional activities, including but not limited to, meetings, conferences, and other events conducted or sponsored by the League of California Cities, the City Clerks Association of California, and International Institute of Municipal Clerk, ARMA and AIIM, provided that his ability to perform his duties as City Clerk herein is not compromised. Employee shall be paid his regular salary and benefits while traveling to, attending, or participating in professional activities, and shall be entitled to expense advances

in accordance with City policy applicable to other employees. Employee shall be entitled to reimbursement for the actual costs of the following expense categories that Employee incurs as a result of the Professional Activities authorized in this section: airfare, rental car, conference fees and lodging, consistent with City policy and subject to annual budget appropriations. Employee shall inform the City Council in writing in advance of absences of more than one day related to such Professional Activities.

- C. As described in Section 8.B., above, City shall budget and pay the reasonable travel and subsistence, registration and incidental expenses, professional dues, subscriptions, and memberships necessary for Employee's continued certification as a member of the International Institute of Municipal Clerks and full participation in national, regional, state and local associations and advancement of the City Clerk and/or for the benefit of the City.

SECTION 9. REIMBURSEMENT FOR EXPENSES

Employee shall be entitled to reimbursement of reasonable business-related expenses.

SECTION 10. BONDING

City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 11. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties, and supersedes any and all other writings, documents, correspondence, agreements or understandings, either oral or in writing, between the parties hereto with respect to the employment of Employee by City. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. Any modification of this Agreement shall be effective only if it is in writing and signed by both Employee and City.

- E. This Agreement shall be governed by the laws of the State of California. The venue for any and all litigation arising from this Agreement shall be in the superior, municipal or federal courts located in Sacramento County, California.
- F. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.
- G. Employee and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel, and that both parties agree that they either have had the provisions of this Agreement reviewed by legal counsel or have voluntarily chosen not to do so. Employee expressly agrees and acknowledges that the City Attorney was representing solely the City of Elk Grove regarding the terms of this Agreement and was not representing Employee. The parties agree any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

SECTION 12. NOTICES

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY

Mayor
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

EMPLOYEE

Jason Lindgren, City Clerk
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

or

Employee's home address on file with the City's Human Resources Department.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to the civil judicial process. Notices shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 13. MISCELLANEOUS

- A. City, in consultation with Employee, shall fix any other terms and conditions of employment as City may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code, or any other law. No such terms and conditions shall be binding upon the parties to this Agreement unless and until they are reduced to writing and signed by both parties. Neither party may rely upon such terms and conditions without such an executed writing.
- B. Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of City relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other City senior-management employees of City.

IT IS SO AGREED:

"EMPLOYEE"

Jason Rolf Lindgren

JASON LINDGREN

IT IS SO AGREED:

CITY OF ELK GROVE,
a Municipal Corporation

Steve Ly

STEVE LY
Mayor, City of Elk Grove

APPROVED AS FOR FORM:

By: *Jonathan P. Hobbs*

JONATHAN P. HOBBS
City Attorney, City of Elk Grove

ATTEST:

By: *Brenda Haggard*

BRENDA HAGGARD
Asst. City Clerk, City of Elk Grove

