CITY OF ELK GROVE

C-24-079 refer to C-19-019



# FIRST AMENDMENT TO

# **EMPLOYMENT AGREEMENT**

### **CITY MANAGER**

This First Amendment to Employment Agreement of the City Manager ("First Amendment") is made and entered into this <a href="#">14th</a> day of <a href="#">February</a>, 2024 by and between the City of Elk Grove, a California municipal corporation ("City") and Jason Behrmann ("Employee"), and amends the Employment Agreement between the City and Employee dated January 10, 2019 ("Agreement").

**NOW, THEREFORE**, in consideration for the mutual promises and undertakings of parties, the City and Employee agree as follows:

# I. Amendment to Agreement.

Section 3. Salary, paragraph A. of the Agreement is replaced and amended in full to read as follows:

A. Effective December 31, 2023, City agrees to pay Employee an annual base salary for services rendered in the amount of three hundred fifteen thousand dollars (\$315,000) ("Base Salary") payable in installments at the same time as other employees of the City are paid. This Base Salary includes any and all cost-of-living increases Employee was entitled to receive through Employee's anniversary date of January 10, 2024, and the cost-of-living increase associated with that anniversary date. Employee shall remain eligible for all future cost of living increases consistent with the Agreement.

Section 5. Leave, of the Agreement is amended to add paragraph C. to read as follows:

C. <u>Management Leave</u>. Upon full execution of this First Amendment, Employee shall receive a one-time allocation of forty (40) hours of Management Leave. On July 1 of each year, Employee shall receive an additional (40) hours of Management Leave. The total Management Leave bank of Employee shall

not accrue in excess of eighty (80) hours. Employee shall be entitled to sell back to City up to forty (40) hours of Management Leave each fiscal year.

#### II. **Effect of Amendments.**

Except as modified by this First Amendment, all of the terms and conditions of the initial Agreement shall remain in full force and effect and are incorporated herein by reference. Should there be a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail and control.

IT IS SO AGREED:

"EMPLOYEE"

2/1/2024 | 1:46 PM PST

JASON BEHRMANN

IT IS SO AGREED:

CITY OF ELK GROVE, a Municipal Corporation

By: Bobbie Single-Allen 2/26/2024 | 12:09 PM PS

**BOBBIE SINGH-ALLEN** Mayor, City of Elk Grove

APPROVED AS TO FORM:

ATTEST:

JONATHAN P. HOBBS

City Attorney

JASON LINDGREN

City Clerk