

RESOLUTION NO. 2001-12

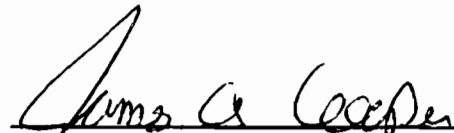
A RESOLUTION OF THE  
CITY COUNCIL OF THE CITY OF ELK GROVE  
REGARDING AN  
EMPLOYMENT AGREEMENT FOR THE CITY MANAGER

WHEREAS, the City of Elk Grove has adopted Ordinance 2000-9 establishing the office of the City Manager; and

WHEREAS, the City of Elk Grove desires to hire its City Manager under the terms of an employment agreement;

NOW, THEREFORE, be it resolved and ordered that the City of Elk Grove shall require an employment agreement for its City Manager; and the City Council hereby adopts and approves the employment agreement for the City Manager, a copy of which is attached, and made a part of this resolution.


PASSED AND ADOPTED by the City Council of the City of Elk Grove, California, this 14<sup>th</sup> day of March 2001.

  
JAMES A. COOPER, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
PEGGY JACKSON, CITY CLERK of the  
CITY OF ELK GROVE

APPROVED AS TO FORM:

  
TONY MANZANETTI  
CITY ATTORNEY of the  
CITY OF ELK GROVE

AYES: Briggs, Cooper, Leary, Scherman, Soares  
NOES: None  
ABSTAIN: None  
ABSENT: None

## **CITY OF ELK GROVE**



### **EMPLOYMENT AGREEMENT**

#### **CITY MANAGER**

This Agreement is made and entered into this 14<sup>th</sup> day of March 2001, by and between the City of Elk Grove, California, a municipal corporation ("City") and David M. Jinkens ("Manager").

#### **SECTION 1. DUTIES**

City hereby employs David M. Jinkens as City Manager to perform the functions and duties specified in the laws of the State of California, Ordinances and Resolutions of the City of Elk Grove, and to perform such other duties and functions as the Council shall from time to time assign. Manager shall commence his duties pursuant to this Agreement immediately upon execution of this Agreement.

#### **SECTION 2. TERM OF AGREEMENT**

Manager's employment as City Manager shall commence on March 14<sup>th</sup> 2001, and shall continue until March 13<sup>th</sup> 2004, unless terminated sooner as set forth below.

#### **SECTION 3. TERMINATION OF AGREEMENT**

A. This Agreement may be terminated by City or Manager on any of the conditions set forth below:

1. By Manager, upon thirty (30) days prior written notice to City.
2. By City, without cause, upon City's cash payment to Manager of an amount equal to six (6) months of aggregate salary, in addition to any accrued, but unused, vacation leave, or in the alternative, upon six (6) months prior written notice to City.
3. By City, without payment of any additional salary past the termination date, for any of the following:



- (a) Immoral or unprofessional conduct;
- (b) Dishonesty
- (c) Violations of or refusals to obey the state or municipal laws or regulations of the City or the direction of the Council;
- (d) Conviction of a felony or of any crime involving moral turpitude;
- (e) Conviction of any illegal act involving personal gain to himself
- (f) Breach of this Agreement;
- (g) Such other actions as may be inconsistent with Manager's duties under this Agreement;
- (h) Failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;
- (i) Conduct unbecoming the position of City Manager or likely to bring discredit or embarrassment to the City.

B. Manager shall remain in the exclusive employ of City and shall not accept other employment until such time as Manager resigns or is terminated by City, or upon written approval of City.

#### **SECTION 4. SALARY**

City agrees to pay Manager for services rendered an annual salary of one hundred twenty-nine thousand two hundred seventy nine and 43/100 dollars (\$129,279.43), payable in installments at the same time as other employees of the City are paid. The City Council, at its sole discretion, may grant increases to Manager, however, the Manager shall not be eligible for a pay increase for one-year after the effective date of this Agreement.

#### **SECTION 5. BENEFITS**

A. City shall pay for health, dental, and vision insurance for Manager and for Manager's dependents in the same manner as City pays for such benefits for other senior management employees.

B. City shall pay for life and disability insurance for Manager in the same manner as City pays for such benefits for other senior management employees.

C. City shall pay its and Manager's share of PERS contributions consistent with two-percent (2%) @ 55 years of age.

D. Manager shall be entitled to a car allowance of four hundred fifty hundred dollars (\$450) per month.

E. City shall pay its and Manager's share of PERS contributions from the date of David Jinkens initial employment by the City of Elk Grove as the Intriem City Manager.



## **SECTION 6. LEAVE**

Effective March 14, 2001, Manager shall begin to accrue leave (vacation and sickness) at seventeen (17) days per year. Manager shall also be entitled to eighty (80) hours of paid Administrative leave per year as provided in the rules adopted by the City of Elk Grove.

## **SECTION 7. PERFORMANCE EVALUATION**

The City and the City and Manager shall meet and establish performance standards for the position of to be used in the review and evaluation of the performance of Manager. The City may, in its sole discretion, use any professional assistance in establishing standards, including but not limited to an agreed-upon facilitator. Manager 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 to grant Manager pay increases based on the performance standards, if any, mentioned above nor to limit in any manner the discretion of City to grant or not pay increases. Nor shall anything in this Agreement be construed to require City to evaluate the City Manager solely upon the performance standards, if any, mentioned above, nor to limit the discretion of City to evaluate the City Manager as it deems necessary in the sole discretion of the City.

## **SECTION 8. PROFESSIONAL DEVELOPMENT**

City shall budget and pay for the professional dues, subscriptions, and memberships of Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of City, as determined after consultation between Manager and City.

## **SECTION 9. REIMBURSEMENT FOR EXPENSES**

Manager 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 Manager under any law or ordinance.

## **SECTION 11. RELOCATION TO ELK GROVE**

If Manager decides to relocate to a residence within the boundaries of the City, City shall reimburse Manager for costs of relocating normal household goods to such new residence within the boundaries of the City. The amount of the reimbursement shall be limited to the lowest of three comparable bids.

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## **SECTION 12. MISCELLANEOUS**

A. City, in consultation with Manager, shall fix any other terms and conditions of employment as City may determine from time to time, relating to the performance of Manager, 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 with 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 Manager as they would to other City senior management employees of City.

## **SECTION 13. 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  
8400 Laguna Palms Way  
Elk Grove, CA 95759

### **MANAGER**

David M. Jinkens, City Manager  
City of Elk Grove  
8400 Laguna Palms Way  
Elk Grove, CA 95759

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to the civil judicial process. Notice 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 14. 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 Manager 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 are 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 Manager.

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 will be effective only if it is in writing and signed by both Manager 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. Manager 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 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

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by legal counsel or have voluntarily chosen not to do so. Manager 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 Manager. 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.

**IT IS SO AGREED:**

**“MANAGER”**

Dated: March \_\_\_\_, 2001

\_\_\_\_\_  
DAVID M. JINKENS

**IT IS SO AGREED:**

**“CITY”**

Dated: March \_\_\_\_, 2001

By: \_\_\_\_\_  
JAMES A. COOPER  
Mayor, City of Elk Grove

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
ANTHONY B. MANZANETTI  
City Attorney, City of Elk Grove

By: \_\_\_\_\_  
PEGGY JACKSON  
City Clerk