

**RESOLUTION NO. 2024-014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE  
EMPLOYMENT AGREEMENT WITH JASON BEHRMANN AS THE CITY MANAGER**

**WHEREAS**, on January 23, 2019, the City Council of the City of Elk Grove adopted Resolution No. 2019-012, authorizing the Mayor to execute an Employment Agreement with the City Manager; and

**WHEREAS**, the Employment Agreement with City Manager Jason Behrmann states that the City Council may, in its sole discretion, grant increases and/or performance incentives to the City Manager; and

**WHEREAS**, during a closed session meeting of the Elk Grove City Council on January 10, 2024, the City Council conducted a performance review of Jason Behrmann, City Manager; and

**WHEREAS**, at a subsequent City Council meeting following the City Manager's performance review, the City Council directed the preparation of an amendment to Jason Behrmann's Employment Agreement (to be returned to the City Council for formal consideration at an open session of a regular City Council meeting), increasing his base salary to \$315,000 annually, effective December 31, 2023 (the first day of the pay period that includes January 10, 2024); and

**WHEREAS**, the City Council also directed that the Employment Agreement Amendment include a one-time allocation of 40 hours of Management Leave upon full execution of the Amendment, and an additional allocation of 40 hours of Management Leave on July 1 of each year, up to a maximum accrual of 80 hours of Management Leave, with the ability to cash out up to 40 hours of Management Leave annually.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the Mayor to execute the First Amendment to the Employment Agreement with Jason Behrmann, in substantially the form attached hereto as Exhibit A and incorporated by reference, and City staff is authorized to execute all documents and take all action reasonably necessary to implement the provisions of this First Amendment to the Employment Agreement once fully executed.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 14<sup>th</sup> day of February 2024




BOBBIE SINGH-ALLEN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:

  
JONATHAN P. HOBBS,  
CITY ATTORNEY

**CITY OF ELK GROVE**



**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 \_\_\_\_ day of \_\_\_\_\_, 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. Management Leave. 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 LINDGREN

**IT IS SO AGREED:**

**CITY OF ELK GROVE,**  
a Municipal Corporation

By: \_\_\_\_\_  
BOBBIE SINGH-ALLEN  
Mayor, City of Elk Grove

**APPROVED AS TO FORM:**

**ATTEST:**

By: Jonathan P. Hobbs 1/2024 | 9:25 AM PST  
JONATHAN P. HOBBS  
City Attorney

By: \_\_\_\_\_  
JASON LINDGREN  
City Clerk

**CERTIFICATION**  
**ELK GROVE CITY COUNCIL RESOLUTION NO. 2024-014**

STATE OF CALIFORNIA       )  
COUNTY OF SACRAMENTO    )       ss  
CITY OF ELK GROVE         )

*I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on February 14, 2024 by the following vote:*

**AYES:           COUNCILMEMBERS:       Singh-Allen, Brewer, Robles, Spease, Suen**

**NOES:           COUNCILMEMBERS:       None**

**ABSTAIN:       COUNCILMEMBERS:       None**

**ABSENT:        COUNCILMEMBERS:       None**

  
\_\_\_\_\_  
**Jason Lindgren, City Clerk**  
**City of Elk Grove, California**