

FIRST AMENDMENT TO AGREEMENT BETWEEN JIM LINDLEY AND THE CITY OF DIXON FOR EMPLOYMENT OF CITY MANAGER

This First Amendment to Agreement Between Jim Lindley and the City of Dixon for Employment of City Manager is made this 15th day of May, 2013 by and between the City of Dixon ("CITY"), a California municipal corporation, and Jim Lindley ("Mr. Lindley"), an individual (collectively "the Parties"), and

WITNESSETH:

WHEREAS, the Parties previously entered into an agreement for employment dated February 15, 2012 ("Agreement"), which provides the terms and conditions of Mr. Lindley's employment; and

WHEREAS, the Parties now desire to amend certain terms and conditions of the Agreement; and

WHEREAS, under Section 12(a) of the Agreement, amending the Agreement requires a written agreement executed by both parties; and

NOW THEREFORE the Parties agree as follows:

1. Section 2 of the Agreement, "Term of Agreement," is amended to read as follows:

"This Agreement is for a Term of four (4) years from the Effective Date, as defined above. After the City Manager's Annual Performance Evaluation, and if such evaluation results in an overall score of commendable or above, this contract will be extended for one (1) additional year."

2. Section 5(a) of the Agreement, regarding compensation, is amended to read as follows:

"a. Employee shall be paid \$133,333 annually, effective April 9, 2013. At the completion of the next Annual Performance Evaluation of the City Manager, and if such evaluation results in an overall evaluation score of commendable or above, the City Manager's salary will be increased to the next highest step in the City of Dixon Personnel Classification Pay Plan."

3. Section 5(d) of the Agreement, regarding compensation adjustment due to the adoption by the City Council of an unpaid furloughs, shall be deleted in its entirety.

4. Section 6(c) of the Agreement, regarding severance, shall be amended to read as follows:

“c. In the event City terminates this Agreement without cause, the City shall pay Employee severance in a sum equal to nine (9) months Total Base Salary (as such Total Base Salary may have then been adjusted pursuant to Section 5). This severance is subject to the restrictions set forth in Government Code section 53260, including, without limitation, that the maximum amount of severance pay that Employee may receive shall not exceed an amount equal to that portion of the Total Base Salary paid monthly, multiplied by the number of months left on the unexpired Agreement. And further provided that, pursuant to Government Code section 53243.2, any cash settlement related to the termination of this Agreement received by Employee from City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position while employed by the City.”

5. Section 6(e) shall be amended to read as follows:

“e. Notwithstanding any provision in this Agreement to the contrary, the City Council may at any time immediately terminate this Agreement “for good cause.” If Employee is terminated for cause, the City shall not be required to pay any severance under this Agreement. Good cause means:

1. Conviction of any felony that adversely affects the reputation of either the City or Employee;
2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
3. Any willful abandonment of duties; or
4. Any conduct which violates the City's Personnel Rules and for which a City employee may be terminated.

Good cause shall also include, but not be limited to, the permanent disability of Employee, or the Employee becoming otherwise unable to perform the duties of the City Manager's employment, by reason of sickness, accident, illness, injury, mental incapacity or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following the exhaustion of such leaves.

6. Section 9, regarding notices, is amended to read as follows:

"Any notice required under this Agreement shall be in writing and personally delivered, or sent by certified mail (return receipt requested and postage prepaid), or overnight delivery to the following:

City: City of Dixon
C/o Mayor
City Hall
600 East A Street
Dixon, California 95620

With a copy to:

Dixon City Attorney
City Hall
600 East A Street
Dixon, California 95620

Employee: Jim Lindley
600 East A Street
Dixon, California 95620

Either Party may change its mailing address at any time by giving written notice of such change to the other Party. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or air bill, whichever is earlier."

7. Section 1(b) of Exhibit "A" to the Agreement, titled "Other Employee Benefits," is amended to read as follows:

"b. Administrative Leave

Employee shall be credited with one hundred and four (104) hours of administrative leave to be used prior to the next July, fifty (50) hours of which may be cashed out if not used expires on the following July 1."

8. Section 1(c) of Exhibit "A" to the Agreement, titled "Other Employee Benefits," is amended to read as follows:

"c. Cell Phone, Wireless Email

Employee shall be provided a cell phone, wireless email through a BlackBerry or similar device, and computer for use on city business. The City shall pay all air charges for such devices. Compensation will be consistent with the City's Stipend Policy for such devices."

9. That except as provided herein, the Agreement shall remain in full force and effect.

EMPLOYEE:

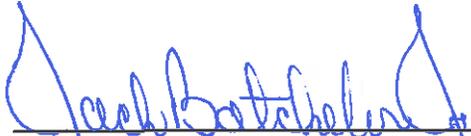
DATED: 5-20, 2013



JIM LINDLEY

CITY:

DATED: 5-20, 2013



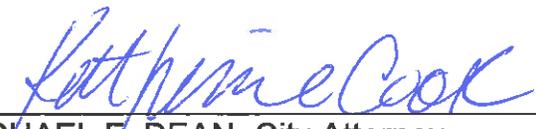
JACK BATCHELOR, JR., Mayor

ATTEST:



STEVE JOHNSON, Acting City Clerk

APPROVED AS TO FORM:

For  5/21/13
MICHAEL F. DEAN, City Attorney

RESOLUTION NO. **13-053**

RESOLUTION OF THE COUNCIL OF THE CITY OF DIXON
APPROVING AMENDMENTS TO THE CITY OF DIXON PERSONNEL
CLASSIFICATION PAY PLAN, OR "SALARY SCHEDULE," FOR THE POSITION OF
CITY MANAGER

WHEREAS, the City Council hires City Managers on a contract basis; and

WHEREAS, the City Council gives City Staff direction regarding acceptable pay ranges for such position; and

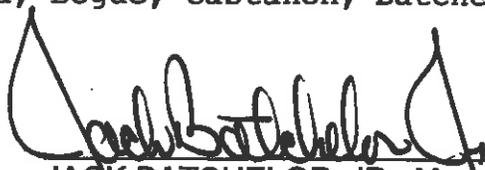
WHEREAS, the City Council desires to amend the previously established Salary Schedule to add a section for the salary range for the position of City Manager and to include the following "steps," with a 5% pay differential between each step.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dixon that the Personnel Classification Pay Plan, or "Salary Schedule," is amended to delete previous language regarding the City Manager position and replace such language with the following:

CLASSIFICATION	Step A	Step B	Step C	Step D	Step E
City Manager	\$115,178	\$120,937	\$126,984	\$133,333	\$140,000

PASSED AND ADOPTED AT a REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON this 14th day of May, 2013 by the Council of the City of Dixon by the following vote:

AYES: Besneatte, Bird, Bogue, Castanon, Batchelor
NOES: None
ABSTENTIONS: None
ABSENT: None



JACK BATCHELOR, JR., Mayor

ATTEST:



STEVE JOHNSON, Acting City Clerk