

**SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT BY
AND BETWEEN CITY OF DIXON AND JIM LINDLEY FOR THE
POSITION OF CITY MANAGER**

This Second Amended Employment Agreement (“Second Amendment”) is made and entered into on this 17th Day of December 2024, by and between the City of Dixon (“Employer”), a California municipal corporation, and Jim Lindley, an individual (“Employee”). Employer and Employee may be referred to hereinafter as a “Party” or collectively as the “Parties.” There are no other parties to this First Amendment.

RECITALS

- A. Employee commenced work as City Manager on March 12, 2012.
- B. The Parties entered into an Agreement for employment of City Manager on August 14, 2018 (“Agreement”), which provides the terms and conditions of Employee’s employment and which is attached hereto as **Exhibit A**.
- C. The Parties entered into a First Amendment to the Employment Agreement on March 1, 2022 (“First Amendment”), attached hereto as **Exhibit B**.
- D. Employee has informed Employer that he will retire on approximately December 31, 2026.
- E. The Parties seek to use Agreement to plan for Employees retirement and implement a transition plan and timeframe of overlap with a new City Manager to ensure the City of Dixon continues moving forward in a positive direction with minimal impact to existing employees or projects.
- F. The Parties now desire to amend the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference and made a part of this First Amendment. In the event of any inconsistencies between the recitals and section 1 through 12 of this First Amendment, sections 1 through 12 will prevail.

Section 2. Effect of Original Agreement and First Amendment. Except as otherwise provided herein, all provisions, defined terms, and obligations in the original Agreement as modified by the First Amendment, remain in full force and effect. The Parties agree that they continue to be bound by all terms of the Agreement as modified by the First Amendment except as modified by this Second Amendment. All capitalized terms used in this Second Amendment,

which are not otherwise defined in this Second Amendment, shall have the meanings given to such terms in the Agreement.

Section 3. Definition of Agreement. The Agreement, the First Amendment, and the Second Amendment, are hereinafter collectively referred to as “the Agreement”.

Section 4. Effective Date. This Second Amendment shall be effective upon execution by the Parties (the “Effective Date”).

Section 5. Amendments. The Agreement is amended as follows:

A. Section 3.5 of the Agreement is hereby amended to read as follows:

Term. The term of this Agreement shall expire without further action or notification by either Party on December 31, 2026 (“Term”) unless the Parties mutually agree to extend the Term via separate written agreement. The Term shall not automatically renew or extend.

B. The following Section 3.7 is hereby added to Section 3 of the Agreement:

Assistance Securing Successor. Employee will assist Employer in the recruitment and retention of a successor City Manager. It is Employer’s intention to formally begin the recruitment process for a new City Manager in the middle of calendar year 2026 and there is a desire for Employee and any new City Manager to have overlapping employment for at least one (1) full calendar month. Employee agrees to cooperate and assist in the recruitment and transition and use his best efforts to pass along all relevant information necessary for the next City Manager to be successful.

C. Section 5.2 of the Agreement is hereby replaced in its entirety with the following:

Base Salary Adjustments. During the Term of this Agreement, Employee shall not receive any merit or equity pay increase to his Base Salary. Employee shall be entitled to his annual cost of living inflation adjustment as provided for in Section 5.1.

D. Section 7.1 of the Agreement is hereby amended to read as follows:

Employee Retirement or Resignation. As of the Effective Date of this Agreement, and through execution of this Agreement, Employee hereby tenders his notice of retirement from full-time public service with Employer and has provided a retirement date of December 31, 2026 (“Retirement Date”) As of the Effective Date of this Agreement, and through execution of this Agreement, Employer hereby accepts Employee’s tender of retirement. Employee’s retirement date shall be December 31, 2026, as accepted by

Employer, unless otherwise mutually agreed to in writing by the Parties. Employee may resign at any time prior to the Retirement Date and agrees to give Employer at least sixty (60) days advance written notice of the effective date of Employee's resignation unless the Parties otherwise agree in writing. Promptly after the effective date of resignation or the Retirement Date, as applicable, Employer shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall be entitled to the Term Payment, as defined in Section 7.3 of this Agreement.

E. Section 7.3 of the Agreement is hereby amended to read as follows:

Termination Without Good Cause. In the event Employer terminates this Agreement without Good Cause, as defined below, Employer shall pay Employee a sum equal to his monthly Base Salary multiplied by the number of months left on the unexpired Term of the Agreement and shall pay Employee twelve (12) months of continued healthcare benefits under the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act, in addition to those post-retirement benefits provided for in Section 3.2.9 of the City of Dixon Compensation Plan for Senior Management Classifications (collectively, "Term Payment").

This Term Payment is subject to the restrictions of Government Code section 53260. Any cash settlement related to the termination of this Agreement received by Employee from Employer shall be fully reimbursed to Employer if Employee is convicted of a crime involving an abuse of his office or position while employed with Employer, pursuant to Government Code section 53243.2. This Term Payment shall be paid in the same manner as other employees unless otherwise agreed to by Employer and Employee.

D. Section 7.4 of the Agreement is amended to add the following terms to the definition of Good Cause:

16. Repeated failure to share all relevant correspondence with the entire City Council, as appropriate. The Parties recognize some correspondence may only apply to or be confidential to one Council Member, such as the Mayor, and in such cases, Employee shall not be obligated to share the correspondence with all Members.
17. Repeated failure to place items on the Agenda, as requested by members of the City Council, within two (2) regular City Council meetings, or at later regular meeting agreed upon with the requesting Councilmember.
18. Repeated failure to provide the City Council with monthly reports detailing all major administrative approvals impacting the City. Areas

considered major for purposes of this Section include, but are not limited to, cannabis, signs and significant land use approvals.

19. Failure to inform the City Council of intended disciplinary action against any other employee subject to the supervision of Employee which would result in a change in employment status of that employee or a written record of discipline in that employee's personnel file prior to taking such action.

F. Section 10 of the Agreement is hereby amended only to update the following notice address for the City Attorney's Office:

and
White Brenner LLP
ATTN: Douglas L. White
1608 T Street
Sacramento, CA 95811
doug@whitebrennerllp.com

E. Section 12 is hereby added to the Agreement as follows:

Waiver and Release of Claims. In exchange for Employee's continued employment and the emoluments of employment set forth herein, Employee fully and forever releases, discharges, cancels, waives, and acquits for Employee, individually and on behalf of his agents, representatives, attorneys, estates, heirs, successors, executors, administrators, and assigns, the City and each and all of its affiliates, divisions, departments, subsidiaries, predecessors, successors, administrators, employees, managers, directors, agents, officers, trustees, representatives, attorneys, insurers and reinsurers, elected officials, and council members, whether current or former, and whether in their individual or collective capacities, and whether in their public or personal capacities, as well as any and all persons or entities acting or allegedly acting by, under, through, or in concert with any of them (herein collectively referred to as the "Released Parties"), of and from any and all claims, petitions, charges, applications, actions, suits, complaints, hearings, writs, allegations, demands, causes of action, grievances, obligations, damages, debts, judgements, reinstatement, penalties, fees, costs, backpay, expenses, relief, attorneys fees, liens, contracts, agreements, rights, due process, appeals, and liability of any nature whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, fixed or contingent, filed or unfiled, (hereafter collectively referred to as "Claims"), which Employee may now have, or claims to have, or at any time prior to the Execution Date of this Agreement had, or claimed to have had, against any of the Released Parties as a result of any act(s) or omission(s) of any of the Released Parties occurring on or before Employee's execution of this Agreement.

This Waiver and Release covers all Claims arising from or related to Employee's employment with Employer, his agreements or contracts with Employer, and all claims arising from any act or omission by any of the Released Parties to the extent permitted by law through Employee's execution of this Agreement. Employee agrees that any act or omission by Employer, the City Council, or any other Released Party shall have no monetary value to Employee.

Employee waives and releases all unknown and unanticipated Claims. It is understood and agreed that the waiver and release of claims is a full and final release of the City of Dixon, its City Council Members, and all other Released Parties, and that such release includes, without limitation, all unknown and unanticipated Claims, as well as those now known or anticipated. Employee acknowledges the Claims released by this Agreement may include losses he sustained on account of one or more of the Released Parties that are presently unknown or unsuspected, and that such losses may give rise to additional losses and expenses in the future, which are not now anticipated. Nevertheless, Employee acknowledges this release has been negotiated and agreed upon and he intends and hereby does release, acquit, and forever discharge all Released Parties from any and all Claims, including those that are unknown, unsuspected, or unforeseen. With respect to any Claims by Employee against any of the Released Parties, Employee expressly waives the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Section 6. Integrated Agreement. The Agreement contains all of the agreements of the Parties and all previous understandings, negotiations, and agreements are integrated into the Agreement.

Section 7. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Second Amendment are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Second Amendment, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

Section 8. Counterparts. This Second Amendment may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

Section 9. Authority. All Parties to this Second Amendment warrant and represent that they have the power and authority to enter into this First Amendment and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Second Amendment have been fully complied with.

Section 10. Document Preparation. This Second Amendment will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

Section 11. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this Second Amendment with its own legal counsel and based upon the advice of that counsel, freely entered into this Second Amendment.

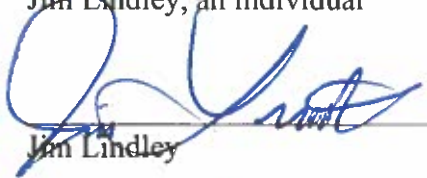
Section 12. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Second Amendment, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action, or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this First Amendment has been entered into by and between Employer and Employee as of the Effective Date.

EMPLOYEE

Jim Lindley, an individual




Jim Lindley

Date Signed: 1-10-25

EMPLOYER

City of Dixon, a California
municipal corporation

By: 

Steve Bird, Mayor

Date Signed: 1/24/25

Attest:

By: 

Kristin Janisch, Elected City Clerk

Date Signed: 1/21/25

Approved as to Form:

By: 

Douglas L. White, City Attorney

Dated: 1/21/25

EXHIBIT A
EMPLOYMENT AGREEMENT

EXHIBIT B

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

RESOLUTION NO. 24-200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIXON APPROVING A SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT OF THE CITY MANAGER JIM LINDLEY AND AUTHORIZING THE MAYOR TO EXECUTE AND ENTER INTO THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, pursuant to the City of Dixon's ("City") Municipal Code section 2.09.020, the City Council is authorized to hire and appoint the City Manager; and

WHEREAS, on August 28, 2018, the City Council adopted a resolution approving an Employment Agreement of the City Manager Jim Lindley ("Agreement"); and

WHEREAS on March 1, 2022, the City Council adopted a resolution approving a First Amendment to the Employment Agreement; and

WHEREAS, the City manager has informed the City Council that he will retire on approximately December 31, 2026; and

WHEREAS, the City and the City Manager now wish to enter into a Second Amendment to the Agreement to plan for Employees retirement and implement a transition plan and timeframe of overlap with a new City Manager to ensure the City Of Dixon continues moving forward in a positive direction with minimal impact to existing employees or projects.; and

WHEREAS, the Second Amendment to the Agreement is attached hereto as Exhibit A, and incorporated herein by this reference.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DIXON that the City Council approves the Second Amendment to the Agreement, attached hereto as Exhibit A, and authorizes the Mayor to execute and enter into the Agreement on behalf of the City.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON ON THE 17TH DAY OF DECEMBER 2024, BY THE FOLLOWING VOTE:

AYES: Bogue, Ernest, Johnson, Bird
NOES: Hendershot
ABSTAIN: None
ABSENT: None

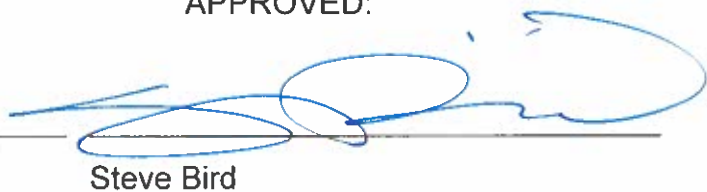
ATTEST:

APPROVED:



Kristin Janisch

Elected City Clerk



Steve Bird

Mayor of the City of Dixon