

**EMPLOYMENT AGREEMENT
FOR ASSISTANT CITY MANAGER BETWEEN THE CITY OF MANTECA AND
KEVIN JORGENSEN II**

This employment agreement (“Agreement”) is made, entered into, and to be effective commencing **February 4, 2026** (“Effective Date”), by and between the **CITY OF MANTECA**, a municipal corporation (hereinafter called the “City”) and **Kevin Jorgensen II** (hereinafter called “Employee” or “Director”) (collectively, the “Parties”), who agree as follows:

RECITALS

WHEREAS, in order to ensure that its governmental responsibilities are met at all times, the City must attract and retain management personnel who exhibit the highest degree of knowledge, experience, technical ability, professionalism, and leadership qualities; and

WHEREAS, in order to attract and retain in its employment an **Assistant City Manager** who possesses those qualities and experience necessary to fulfill the City’s immediate and long-term objectives, the City Manager has determined that it is advisable to enter into this Agreement with Employee; and

WHEREAS, the City Manager is desirous of employing Employee to act as and perform the duties of the **Assistant City Manager**; and

WHEREAS, Employee represents that he is qualified to perform the duties and services of the position of **Assistant City Manager**, consistent with the job description and/or Chapter 2 of the Manteca Municipal Code as applicable, and is agreeable to filling that position; and

WHEREAS, the City has established and set forth the duties and responsibilities of the position of **Assistant City Manager**;

WHEREAS, the Parties agree that as **Assistant City Manager**, Employee shall serve at the behest and pleasure of the City Manager, with this Agreement subject to City Council approval, consistent with Manteca Municipal Code Section 2.08.070(C); and

WHEREAS, City and Employee desire to enter into this Agreement in order to specify the terms and conditions of Employee’s employment with City.

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

AGREEMENT

Section 1: Term.

This Agreement shall become effective on **February 4, 2026**, and shall continue until terminated as provided in this Agreement. This Agreement may be terminated at any time by City or Employee as provided in Section 7 of this Agreement, with severance pay, if applicable, according to the terms and conditions of Section 8. Employee is employed with the City in an

“at-will” capacity serving at the pleasure of the City Manager. Either the City Manager or Employee may terminate this Agreement at any time with or without cause, and in the City’s or Employee’s sole discretion.

Section 2: Duties and Authority.

City agrees to employ Employee as **Assistant City Manager** of the City to perform the functions and duties and possessing the powers and responsibilities relating to that position as determined by the City Manager, and specified in the job description (**Exhibit “A”**), Manteca Municipal Code as applicable, and other applicable City ordinances, laws, rules, policies, and regulations. Employee shall also perform other legally permissible and/or proper duties and functions consistent with the position of **Assistant City Manager** as the City Manager or her/his designee may require from time to time.

Section 3: Employee’s Obligations.

Employee shall devote Employee’s full energy, interest, abilities, and productive time to the performance of the terms of this Agreement and utilize Employee’s best efforts to promote the City’s interests. Employee agrees to remain in the exclusive employ of City and further agrees not to engage in any activity, business, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, Employee’s duties and responsibilities to the City, except as authorized in writing by the City Manager. Employee shall obtain prior written authorization from the City Manager or her/his designee for any outside employment, consulting, teaching, or enterprise.

Section 4: Salary.

- A. City agrees to pay Employee, and Employee agrees to accept from City as compensation for services rendered as **Assistant City Manager** pursuant to this Agreement, consistent with the Salary Matrix by Position, at range **75AM**, to begin at **E step** with a salary of **\$20,785.08** per month (or **\$249,420.96**/year). The annual base salary, consistent with the Salary Matrix by Position, shall be paid at the same intervals and in the same manner as regular City employees, commencing on the Effective Date of this Agreement.
- B. Employee shall receive the same percentage Cost of Living adjustments to Employee’s annual base salary that other City Executive employees receive.
- C. Employee’s salary is compensation for all hours worked. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law, including the Fair Labor Standards Act.

Section 5: Benefits and Retirement.

Except as set forth in the Agreement, Employee shall receive the same benefits (including health and retirement benefits) as other City Executive employees as described in the Executive Management Compensation and Benefits Plan Document (**Exhibit “B”**), which may be reviewed and updated by City Council from time to time. Benefits outlined in this document

shall remain unchanged through the term of this Agreement, unless the City Council amends the compensation package for all Executive Management City employees, in which case Employee shall receive the benefits as amended by the City Council. Employee will not be entitled to any benefits after the duration of the term of this Agreement, except as specifically provided for in the document. Employee contribution towards the California Public Employees' Retirement System (CalPERS) will be based on the guidelines set forth in the document. City shall provide Employee a car allowance of \$300 per month (\$150 per semi-monthly pay period).

Section 6: Professional Development.

Subject to available funding and the approval of the City Manager in writing, the City agrees to budget and to pay the professional dues and subscriptions on behalf of Employee which are reasonably necessary for Employee's continuation and participation, and other professional associations as the City Manager deems necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the City. Subject to available funding, City shall budget and pay for the professional dues and subscriptions. Subject to available funding, the City agrees to budget and to pay the travel and subsistence expenses of Employee for official travel, meetings, and occasions reasonably adequate to continue the professional development of Employee and reasonably attend necessary official and other functions for the City.

Section 7: Termination.

A. Employee is "at will." As such, this Agreement and Employee's employment as **Assistant City Manager** may be terminated by the City Manager at any time, with or without cause, and without the right to appeal.

B. For the purpose of this Agreement, termination of this Agreement and Employee's employment shall occur when:

1. The City Manager, in her/his sole discretion, determines to terminate the services of Employee and notifies Employee, in writing, of same; or
2. Employee voluntarily resigns their employment or retires from City service.

C. Regardless of any entitlement to severance pay, City shall pay employee for all services through the effective date of termination. Employee shall be paid for accrued and unused paid leave time, as provided and limit under the City's personnel rules and applicable law. However, under no circumstances shall Employee receive any amount in excess of the limitations provided in Government Code §§ 53260-53264, or other applicable law.

Section 8: Severance.

A. Subject to the provisions below, severance shall be paid to Employee in exchange for a separation agreement and release of claims if employment is terminated pursuant to Section 7.B.1. In such circumstances, City shall provide a severance payment equal to **four (4)** month's

annual base salary at the then-current rate of pay, or severance amount payment otherwise stated in the Executive Management Compensation and Benefits Plan, less legally required or authorized deductions. This severance shall be paid in a lump sum upon the effective date of termination. Payment of severance is conditioned on Employee executing a written Severance Agreement and Release of all claims prepared by City, which, among other things, waives any and all claims Employee may have against the City, and other legal conditions as set out by the City.

B. Notwithstanding the provisions of Section 8.A, in the event Employee is terminated “for cause,” the City shall have no obligation to pay severance. For purposes of this Agreement, the following grounds for termination shall be considered termination for cause:

1. Conviction of a felony; or
2. Conviction of a misdemeanor arising out of Employee’s duties under this Agreement and involving a willful or intentional violation of law; or
3. Willful abandonment of duties; or
4. A pattern of repeated, willful and intentional failure to carry out materially significant and/or legally constituted policy decisions of the City Manager; or
5. Any other action or inaction by Employee that materially and/or substantially impedes or disrupts the performance of City or its organizational units, is detrimental to employee safety or public safety, violates properly established rules, policies, or procedures, adversely affects the reputation of the City, its officers or employees, or has a substantial and/or adverse effect on the City’s interests.

For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

Section 9: Resignation and/or Retirement.

In the event that Employee voluntarily resigns Employee’s position with City, Employee shall provide a minimum of thirty (30) days’ notice unless the Parties agree otherwise in writing. In the event Employee voluntarily resigns from employment with City or retires from City service, Employee shall not be entitled to any severance pay.

Section 10: Performance Evaluation.

At least once annually, the City Manager shall review and evaluate Employee’s performance, in writing, and shall, along with Employee, mutually define such goals and performance objectives necessary for the proper operation of the City and establish a relative priority among those various goals and objectives.

Section 11: Indemnification.

A. Subject to subsection 11(c) below, the City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of Employees official duties, provided that such indemnity shall not extend to Employees' willful wrongdoing or misconduct. The City in its sole discretion may compromise and settle any such claim or suit.

B. Whenever Employee shall be sued for damages arising out of the performance of Employee's duties, and subject to subsection (c) below, the City shall select and provide defense counsel for Employee in such suit and indemnify Employee from any judgment rendered against their position; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing or misconduct, including but not limited to, punitive damages. This indemnification shall extend beyond termination of Employee's employment to provide protection for any such acts undertaken or committed in the course and scope of the Employees' duties, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that Employee may have under the law.

C. Notwithstanding the foregoing, the City and the City-related legal entities described above, may, but shall not be required to, indemnify and/or defend Employee under the circumstances described and conditions set forth in Cal. Government Code Section 995.2, 995.4, 995.6, 995.8 and 995.9. Additionally, notwithstanding the foregoing, this Agreement shall not be deemed or construed to constitute a waiver of the rights the City possess under Cal. Gov't Code Section 825 and 818.

Section 12: Notices.

Any notice to be given by either party to the other shall be in writing and shall be considered delivered when transmitted either by personal delivery, overnight mail or by mail, registered or certified, postage pre-paid with return receipt requested and properly addressed as follows:

To City: City of Manteca
Attention: City Manager
1001 West Center Street
Manteca, CA 95337

To Employee: Kevin Jorgensen II
(address on file)

Section 13: Method of Amendment.

No amendments to this Agreement may be made except in writing signed and dated by the City and Employee, which amendment shall require approval of the City Manager. Such amendments, if any, will be appended to this Agreement as a separate Appendix.

Section 14: General Provisions.

- A. Waiver: The waiver of any breach of any provision hereunder by either party to this Agreement shall not be deemed to be a waiver of any other provision or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- B. Construction of Terms: The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or exhibits hereto.
- C. Severability: If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable, void or invalid, in whole or in part, for any reason, the remainder of this Agreement shall remain in full force and effect. In the event of such entire or partial invalidity, the parties hereto agree to enter into supplemental or other agreements to effectuate the intent of the parties and the purpose of this Agreement.
- D. Controlling Law and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of San Joaquin, State of California.
- E. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties pertaining to the employment of Employee by the City and supersedes all prior and contemporaneous agreements, representations, promises and understanding of the parties, whether oral or in writing. No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by all parties and this Agreement may not be altered, amended or modified by any other means. Each party waives her/its future right to claim, contend, or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver, or estoppel.
- F. Assignment: Employee may not assign or transfer any rights granted or obligations assumed under this Agreement.
- G. Voluntary Execution: Employee acknowledges that Employee has had the opportunity to review this Agreement (with a counsel and/or representative of his choosing) and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that Employee has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents, or employees other than those expressly set forth in this Agreement.
- H. Other Expenses: The City shall provide Employee with a City issued cell phone, laptop, and iPad (if available) during the duration of his term as **Assistant City Manager**, which Employee shall surrender to the City following the end of his term and/or the end of this Agreement (whichever occurs earlier). In lieu of a City issued cell phone, Employee

may elect instead to receive a cell phone stipend of \$120/month or other maximum amount provided for in the City's Cell Phone policy.

- I. Execution: The Parties agree that this Agreement may be executed in counterparts and/or electronically.
- J. Bonding: City shall bear the full cost of any fidelity or other bond required of Employee as the Assistant City Manager of Development Services under any law or ordinance, to the extent any is required.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

Executed by the Parties as of the date below at Manteca, California.

CITY OF MANTECA
MANAGER/EMPLOYEE:

ASSISTANT CITY

By: _____
Toni Lundgren, City Manager

Kevin Jorgensen II

Date: _____

Date: _____

Approved as to form: /s/ Riana Daniel
Interim City Attorney

Reviewed as to form: /s/ Stephanie Van Steyn
Director of Human Resources

Reviewed as to form: /s/ Matthew Boring
Director of Finance

Attested: /s/ Cassandra Candini-Tilton
City Clerk