



CITY COUNCIL AGENDA
April 6, 2016

Date: March 31, 2016
To: Mayor and City Council
From: Jeffrey Walter, City Attorney
Subject: Amendment Agreement for Interim City Manager

Recommendation

Motion approving an amendment of the Consulting Services Agreement (Agreement) with Jim Jakel, Interim City Manager.

Background

The current "Agreement" retains Mr. Jim Jakel as Interim City Manager from January 1, 2016 through April 15, 2016. Due to the resignation of the Assistant City Manager Alan Shear, Mr. Jakel has agreed to continue his services for the City until his services are determined to be no longer necessary. His services will likely include continuing as the Interim City Manager for a period of time until early May 2016, at which time he will make himself available for consulting with any new acting or interim City Manager, and, thereafter, with the new permanent City Manager.

Attached is a proposed amendment to Mr. Jakel's Agreement by which his services are to continue until the Mayor and Vice Mayor, after consulting with the new City Manager, determine Mr. Jakel's services are no longer necessary. The rest of Mr. Jakel's existing Agreement remains in effect with no changes.

Fiscal Impact

There is no fiscal impact to the General Fund as Mr. Jakel's compensation will be covered by the City Manager salary savings.

Attachment

Proposed First Amendment to Consulting Services Agreement

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made as of this 6th day of April 2016, by and between Jim Jakel (hereinafter “Consultant”) and the City of Martinez (“City”).

AGREEMENT

1. Section 1 of the Consulting Services Agreement dated January 1, 2016, and entered into by the parties hereto, is amended to read as follows:

1. That effective January 1, 2016, the City shall retain Consultant as and Consultant agrees to perform the services of the City’s Interim City Manager and advisor to the next acting, interim or permanent City Manager under the terms and conditions of this Agreement. The Mayor and the Mayor Pro Tempore, after consulting with the next permanent City Manager, shall be vested with the authority to determine the point in time beyond which the Consultant’s services hereunder are no longer necessary and shall so advise the Consultant in accordance with this Agreement.

2. In all other respects not amended by this Agreement, the Consulting Services Agreement dated January 1, 2016, entered between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto affix their signatures on the dates set forth below.

City of Martinez

By: _____
Rob Schroder, Mayor

Dated: _____

Jim Jakel

Dated: _____