

**FIRST AMENDMENT TO
CITY OF LOMPOC
CITY MANAGER EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO CITY OF LOMPOC CITY MANAGER EMPLOYMENT AGREEMENT (the “FIRST AMENDMENT”) is made and entered into February 18, 2020, by and between the CITY OF LOMPOC, a general law city and municipal corporation (the “CITY”) and James Throop, an individual (“EMPLOYEE”).

RECITALS

WHEREAS, on June 19, 2018, the City Council of the City (the “City Council”) entered into the City of Lompoc City Manager Employment Agreement (the “AGREEMENT”) with EMPLOYEE; and

WHEREAS, the City Council recently conducted a performance evaluation of EMPLOYEE pursuant to Section 5.2 of the AGREEMENT; and

WHEREAS, Section 2.3 of the AGREEMENT provides that the CITY, following an annual performance evaluation, may in its sole discretion increase EMPLOYEE’s base salary; and

WHEREAS, Section 9.2 of the AGREEMENT provides that it may be amended at any time by mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval; and

WHEREAS, the City Council now desires to amend the AGREEMENT to provide EMPLOYEE with a salary increase of 2% in fiscal year 2019-2020 and 3% in fiscal year 2020-2021 in exchange for employee pension cost sharing of 1% consistent with other CITY employees; and

WHEREAS, EMPLOYEE desires to accept these employment terms as such from the CITY and has provided his written consent to the following terms and conditions in this FIRST AMENDMENT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, CITY and EMPLOYEE hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the AGREEMENT is hereby amended, in its entirety, to read as follows (additions shown in ***bold italics***):

“2.1 Current Base Salary. Effective the first full pay period after City Council formal approval of this AGREEMENT at a regularly scheduled City Council meeting, EMPLOYEE shall receive One Hundred Ninety Thousand Dollars (\$190,000.00) as his annual base salary for the city manager position (Salary), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid.

Effective the first full pay period after City Council formal approval of the FIRST AMENDMENT on February 18, 2020, EMPLOYEE shall receive a two percent (2%) increase to his Salary to One Hundred Ninety-Three Thousand Seven Hundred Ninety-Nine Dollars and Sixty Seven Cents (\$193,799.67) annually. The continuation of this two percent salary increase shall be contingent upon the implementation of employee pension cost sharing of 1% pursuant to Government Code section 20516 within a reasonable period after City Council approval. Accordingly, as a CalPERS Tier 2 classic member, EMPLOYEE shall pay seven percent (7%) as employee contribution, plus an additional one percent (1%) as ongoing employee cost sharing, for a total employee contribution of eight percent (8%).

Effective the first pay period of Fiscal Year 2020-2021, and contingent upon implementation of a CalPERS Contract Amendment pursuant to Government Code section 20516 and employee pension cost sharing of one percent (1%) referenced above, EMPLOYEE shall receive an additional three percent (3%) increase to his Salary to One Hundred Ninety-Nine Thousand Six Hundred Thirteen Dollars and Sixty Six Cents (\$199,613.66) annually.

The Salary shall be subject to the normal and proper withholdings as determined by state and federal law and as determined appropriate by the City Council and shall be subject to payroll taxes, workers’ compensation, and other payroll-related liability costs.”

SECTION 3. By entering into this FIRST AMENDMENT, EMPLOYEE agrees to employee pension cost sharing of one percent (1%) pursuant to Government Code section 20516 contingent upon cost sharing of one percent (1%) also being implemented for City department heads. EMPLOYEE further agrees to take all steps and execute any documents necessary for the CITY to implement employee cost sharing as described in Section 2 above.

SECTION 4. The CITY agrees to pay to EMPLOYEE a one-time lump sum payment of One Thousand Nine Hundred Fifty Eight Dollars and Thirty Cents (\$1,958.30), during the first full pay period following the execution of this FIRST AMENDMENT, in order to provide for a

compensation increase consistent with the CITY's Unrepresented and Management, Supervisory and Confidential employees and encourage EMPLOYEE's continued retention to fulfill the term of the AGREEMENT. This lump-sum payment shall not be reported to the California Public Employees' Retirement System ("CalPERS") as "compensation earnable" as defined in Government Code section 20636(a).

SECTION 5. This FIRST AMENDMENT shall be effective the date on which it has been executed by all parties.

SECTION 6. Except as expressly amended by this FIRST AMENDMENT, the underlying terms, conditions, and compensation of EMPLOYEE as and for his employment as City Manager shall be as set forth in the AGREEMENT.

IN WITNESS WHEREOF, the CITY has caused this FIRST AMENDMENT to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this FIRST AMENDMENT, both in duplicate.

CITY OF LOMPOC

ATTEST:

Jenelle Osborne, Mayor

Stacey Haddon, City Clerk

APPROVED AS TO FORM:

Jeff Malawy, City Attorney

CITY MANAGER

JAMES THROOP

Dated: _____

[END OF SIGNATURES]