

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

This SECOND AMENDMENT TO CITY OF LOMPOC CITY MANAGER EMPLOYMENT AGREEMENT (SECOND AMENDMENT) is made and entered into on February 6, 2024, by and between the CITY OF LOMPOC, a general law city and municipal corporation (CITY) and Dean Albro, an individual (EMPLOYEE).

RECITALS

WHEREAS, on December 21, 2021, the City Council of the City (City Council) entered into the City of Lompoc City Manager Employment Agreement (AGREEMENT) with EMPLOYEE; and

WHEREAS, by means of a First Amendment to the AGREEMENT (FIRST AMENDMENT) entered into on December 20, 2022, the City Council and EMPLOYEE agreed to amend the AGREEMENT to: i) provide EMPLOYEE with an annual base salary increase of 4% effective January 1, 2023, and ii) provided that EMPLOYEE is subject to the same vacation, management, and holiday leave cashout election timing and payout requirements as the City's Management, Supervisory, and Confidential (MS&C) employees; 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 8.2 of the AGREEMENT provides that the AGREEMENT 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 parties now desire to further amend the AGREEMENT to provide a 4% annual base salary increase and a one-time lump sum payment to EMPLOYEE to encourage his continued retention for the term of the AGREEMENT; 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 SECOND 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 (deletions shown in ~~strike through~~, additions shown in ***bold italics***):

“2.1 Current Base Salary. EMPLOYEE shall receive Two Hundred Thirty Thousand Dollars (\$230,000.00) 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. The Salary shall be subject to 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.

Effective January 1, 2023, EMPLOYEE ~~shall~~ received ***an annual base*** Salary of Two Hundred Thirty-Nine Thousand and Two Hundred Dollars (\$239,200).

Effective the first full pay period following February 6, 2024, EMPLOYEE shall receive an annual base Salary of Two Hundred Forty-Eight Thousand Seven Hundred Sixty-Eight (\$248,768). ”

SECTION 3. The CITY agrees to pay to EMPLOYEE a one-time lump sum payment of Seven Hundred Thirty-Six Dollars and 00 Cents (\$736.00) , during the first full pay period following the execution of this SECOND AMENDMENT, in order to 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 4. This SECOND AMENDMENT shall be effective the date on which it has been executed by all parties.

SECTION 5. Except as expressly amended by this SECOND AMENDMENT, the underlying terms, conditions, and compensation of EMPLOYEE of and for his employment as City Manager shall be as set forth in the AGREEMENT and FIRST AMENDMENT.

IN WITNESS WHEREOF, the CITY has caused this SECOND 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 SECOND 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

DEAN ALBRO

Dated: _____