

EMPLOYMENT AGREEMENT

This Agreement is entered into this 18th day of December, 2012, for the period ending on the 31st day of December, 2014, between the City of Lompoc [hereinafter called the "City"] and Laurel M. Barcelona [hereinafter called the "Employee"].

1. DUTIES: The City hereby agrees to employ the Employee as City Administrator who will perform the duties of the City Administrator as set forward in the City Administrator's job description, amended and approved on December 18, 2012, Lompoc Municipal Code Chapter 2.12-City Administrator, Administrative Procedures Manual and the City Council Handbook, [all as may be amended from time to time] which are all made a part of this Agreement by reference. The Employee shall not spend more than 10 hours per month in other business ventures for which compensation is paid without prior City Council consent.

2. COMPENSATION: The Employee's compensation was established by Resolution No.5484 [08], a copy of which is attached and made a part of this Agreement; provided that subsequently, the City Council required salary concessions of all City employees and enacted a 5% reduction through the use of 13 furlough days, which included the City Administrator. The Employee's compensation package will remain unchanged through the term of this Agreement, unless the City Council amends the compensation package for all employees.

3. TERM AND TERMINATION: The term of this Agreement shall be as specified above. The Employee acknowledges the Employee is an at-will employee who serves at the pleasure of the City Council, no cause is necessary to terminate the employee's employment, and no specified term of employment is guaranteed or implied. In the event the City Council terminates this Agreement without the consent of the Employee, the Employee shall be given severance pay in an amount equal to three [3] months' salary and benefits or the remainder of the term of this contract, if that is less than three months, at the Employee's rate of pay and benefits in effect at the time of the Employee's involuntary termination. The Employee agrees to provide written notice to the City Council of the Employee's intention to leave the employment of the City at least [3] months before the Employee's last day of work.

4. BENEFITS: In addition to compensation set forth in Resolution No. 5484 [08] the Employee shall be entitled to receive the same benefits as are accorded to all other City management employees.

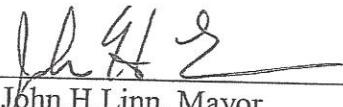
The City will budget for and pay the travel and subsistence expenses of the Employee for official travel, meetings and occasions adequate to continue the professional development of the Employee and to perform the Employee's official functions. The City will pay for dues to professional organizations and subscriptions to publications necessary for the performance of the Employee's job, as selected by the Employee.

5. GENERAL PROVISIONS: This Agreement sets forth and establishes the entire agreement between the City and the Employee regarding the subject matter here of. This Agreement may only be amended in writing by mutual consent of the City and the Employee. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee. Within the conditions established by California law, and the City's ordinances, policies, and procedures, the City will defend and indemnify the Employee against all claims arising out of the Employee's exercise of the course and scope of the official duties described in paragraph 1., above.

IN WITNESS WHEREOF, the above parties have executed this Agreement as of the date first written above:

CITY OF LOMPOC

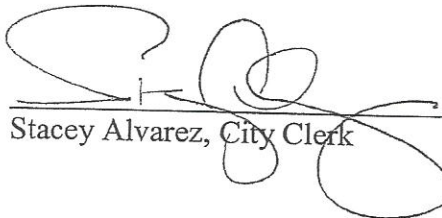
Laurel M. Barcelona [Employee]

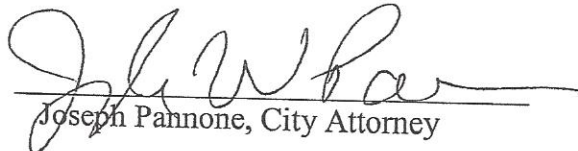

By: John H Linn, Mayor



ATTEST

APPROVED AS TO FORM


Stacey Alvarez, City Clerk


Joseph Pannone, City Attorney