

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

This FIFTH AMENDMENT TO CITY OF LOMPOC CITY MANAGER EMPLOYMENT AGREEMENT (FIFTH AMENDMENT) is made and entered into on February 3, 2026, 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) provide 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, by means of a Second Amendment to the AGREEMENT (SECOND AMENDMENT) entered into on February 6, 2024, the City Council and EMPLOYEE agreed to amend the AGREEMENT to provide a 4% annual base salary increase; and

WHEREAS, by means of a Third Amendment to the AGREEMENT (THIRD AMENDMENT) entered into on January 21, 2025, the City Council and EMPLOYEE agreed to amend the AGREEMENT to: i) provide a 5% annual base salary increase and ii) allow EMPLOYEE to cash out 100% of his accrued unused sick leave upon separation; and

WHEREAS, by means of a Fourth Amendment to the AGREEMENT (FOURTH AMENDMENT) entered into on October 7, 2025, the City Council and EMPLOYEE agreed to amend the AGREEMENT to: i) provide a 4% annual base salary increase effective the first full payroll period following October 7, 2025, and ii) extend the term of the Agreement by two (2) years from January 2, 2026, until January 3, 2028; 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 3% annual base salary increase effective the first full payroll period following February 3, 2026; 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 FIFTH 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 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 received an annual base Salary of Two Hundred Forty-Eight Thousand Seven Hundred Sixty-Eight (\$248,768).

Effective the first full pay period following January 21, 2025, EMPLOYEE received an annual base Salary of Two Hundred Sixty-One Thousand, Two Hundred Six and 40/100 (\$261,206.40).

Effective the first full pay period following October 7, 2025, EMPLOYEE ~~shall~~ ***received*** an annual base Salary of Two Hundred Seventy-One Thousand, Six Hundred Fifty-Four and 66/100 Dollars (\$271,654.66).

***Effective the first full pay period following February 3, 2026, EMPLOYEE shall receive an annual base Salary of Two Hundred Seventy-Nine Thousand, Eight Hundred Four and 30/100 Dollars (\$279,804.30).***

SECTION 3. This FIFTH AMENDMENT shall be effective the date on which it has been executed by all parties.

SECTION 4. Except as expressly amended by this FIFTH AMENDMENT, the underlying terms, conditions, and compensation of EMPLOYEE and for his employment as City Manager shall be as set forth in the AGREEMENT, FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, and FOURTH AMENDMENT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY has caused this FIFTH 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 FIFTH AMENDMENT, both in duplicate.

**CITY OF LOMPOC**

**ATTEST:**

\_\_\_\_\_  
James Mosby, Mayor

\_\_\_\_\_  
Stacey Haddon, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeff Malawy, City Attorney

**CITY MANAGER**

\_\_\_\_\_  
DEAN ALBRO

Dated: \_\_\_\_\_