

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

This THIRD AMENDMENT TO CITY OF LOMPOC CITY MANAGER EMPLOYMENT AGREEMENT (THIRD AMENDMENT) is made and entered into on January 21, 2025, 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, 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 5% annual base salary increase and to allow EMPLOYEE to cash out 100% of his accrued unused sick leave upon separation; 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 THIRD 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 ~~striketrough~~, 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 ~~shall 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 shall receive an annual base Salary of Two Hundred Sixty-One Thousand, Two Hundred Six and 40/100 (\$261,206.40).”

SECTION 3. Section 6.2(a) of the AGREEMENT is hereby amended, in its entirety, to read as follows (deletions shown in ~~striketrough~~, additions shown in ***bold italics***):

“(a) Sick Leave. EMPLOYEE shall accrue one day (8 hours) paid sick leave per month. EMPLOYEE shall be entitled to receive cash payment for up to ~~50%~~ ***100%*** of EMPLOYEE’S unused, accrued sick leave balance upon separation of employment, ~~provided that such leave does not exceed a total of 720 hours (up to 360 hours paid).~~ EMPLOYEE is entitled to payment for unused sick leave, pursuant to this AGREEMENT, upon retirement or resignation, only if thirty days’ written notice of intent to retire or resign is given to the CITY. ***EMPLOYEE***

acknowledges that any accrued unused sick leave cashed out by EMPLOYEE upon separation will not be counted as additional CalPERS service credit (commonly known as sick leave service credit), and in accordance with CalPERS laws and regulations and the CITY's CalPERS contract will not be reported to CalPERS by the CITY.

EMPLOYEE shall be eligible for an annual payment of \$300, if EMPLOYEE'S sick leave utilization for the calendar year (prior 12 months) is three equivalent regular work days (24 hours) or less. The payment shall be calculated after the first pay period ending in December. The payment will be paid on the second pay period ending in December.

The CITY provides various leave banks for EMPLOYEE'S use, with accrual and use record keeping being required to properly maintain the leave banks. Time off of less than two continuous hours in a day does not need to be recorded by EMPLOYEE as an exempt employee of the CITY. Abuse of this exception, such as daily use or random periods within a day, will not be allowed; however, this exception is also not allowed to be combined with other leaves."

SECTION 4. This THIRD AMENDMENT shall be effective the date on which it has been executed by all parties.

SECTION 5. Except as expressly amended by this THIRD 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, FIRST AMENDMENT, and SECOND AMENDMENT.

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

CITY OF LOMPOC


James Mosby, Mayor

ATTEST:


Stacey Haddon, City Clerk

APPROVED AS TO FORM:


Jeff Malawy, City Attorney

CITY MANAGER


DEAN ALBROW

Dated: 1/28/25