

**SECOND AMENDMENT TO
CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY MANAGER)**

This Second Amendment to City of Los Alamitos Employment Agreement For Non-Represented Employee (City Manager) (“Second Amendment”) is made and entered into this 18th day of December, 2017 by and between the City of Los Alamitos, a municipal corporation (“City”) and Bret M. Plumlee (“Employee”), in order to provide in writing the terms and conditions of employment for City Manager services. City and Employee are sometimes referred to herein collectively as the “Parties.”

On October 21, 2013, the City Council of Los Alamitos (“City Council”) and Employee entered into that certain City of Los Alamitos Employment Agreement For Non-Represented Employee (City Manager) (“2013 Employment Agreement”). On July 21, 2015, the City Council and Employee entered into that certain Amendment to City of Los Alamitos Employment Agreement For Non-Represented Employee (City Manager) (“First Amendment”). The 2013 Employment Agreement and the First Amendment are referred to herein collectively as the “Agreement.” The Parties desire to amend the Agreement as set forth below.

SECTION 1. Section 3.2.1 of the Agreement is hereby amended as follows:

3.2.1 Term. The Agreement became effective on November 20, 2013 (“Effective Date”). Except as otherwise provided in Sections 3 and 4 below, this Second Amendment shall be effective as of July 1, 2018 and shall extend the term of the Agreement through and including June 30, 2021.

SECTION 2. Section 3.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.3 Salary/Performance Incentive.

3.3.1 Employee’s base salary shall be One Hundred Eighty Eight Thousand Four Hundred Eighty Two Dollars (\$188,482.00).

3.3.2 Effective July 1, 2018, Employee shall receive an automatic one percent (1%) salary increase. Employee shall also receive automatic one percent (1%) salary increases on July 1, 2019 and on July 1, 2020. These annual increases shall be added to the base salary, which will total \$190,367.00, \$192,271.00, and \$194,194.00 in Fiscal Years 2018-19, 2019-20, and 2020-21 respectively.

3.3.3 On June 30, 2019, June 30, 2020, and June 30, 2021, Employee may also be entitled to up to a three percent (3%) performance based incentive bonus. Any performance

based increase shall be dependent upon Employee's success in implementing the performance plan described in section 3.5 of the Agreement, as well as other issues deemed relevant by the City Council, within the City Council's sole and absolute discretion. Any performance bonus awarded shall be provided as a lump sum payment and shall not be added to the base salary.

3.3.4 Employee's salary shall be payable bi-weekly at the same time as other employees of City are paid.

SECTION 3. Effective December 18th, 2017, Subsections (b) and (c) of Section 3.4.2 of the Agreement are hereby amended and restated in their entirety to read as follows:

3.4.2 Vacation, Sick and Administrative Leave Benefits.

(b) Employee shall be entitled to eighty (80) hours administrative leave on an annual basis.

(c) All other use, accrual and cash out issues governing leave benefits shall be in accordance with Resolution No. 2017-07 (Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos), incorporated herein by reference, as may be amended from time to time.

SECTION 4. Effective December 18th, 2017, Section 3.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.6 Notices

Notices pursuant to this Agreement shall be given by deposit in the United States mail, postage pre-paid, addressed as follows:

CITY:	City of Los Alamitos 3191 Katella Avenue Los Alamitos, CA 90720	EMPLOYEE:	Bret M. Plumlee 333 First Street, Apt. E318 Seal Beach, CA 90740
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With a copy to: Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626

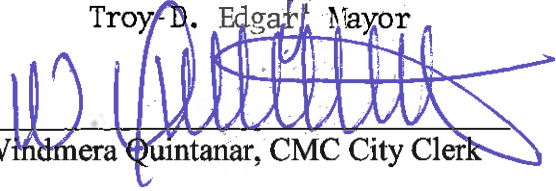
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notices shall be deemed given as of the date of personal service or three (3) days after deposit in the United States mail.

SECTION 5. This Second Amendment constitutes the entirety of the changes to the Agreement. Except as set forth herein, all other provisions of the Agreement remain in full force and effect.

[Signatures on Following Page]

CITY OF LOS ALAMITOS

By: 
Troy D. Edgar, Mayor

Attest: 
Windmera Quintanar, CMC City Clerk

EMPLOYEE

By: 
Bret M. Plumlee

APPROVED AS TO FORM:


Michael S. Daudt, City Attorney