

**CITY OF LOS ALAMITOS**  
**AMENDMENT NO. 1 TO**  
**EMPLOYMENT AGREEMENT**

This Amendment No. 1 to Employment Agreement ("Amendment") is made and entered into this 19<sup>th</sup> day of August, 2019 by and between the CITY OF LOS ALAMITOS, a California charter city ("City") and Les Johnson, an individual ("Employee").

**RECITALS**

A. City and Employee entered into that certain Employment Agreement on August 20<sup>th</sup>, 2018 employing Employee as Development Services Director of the City ("Agreement").

B. On July 15, 2019, the City appointed Employee to serve as Interim City Manager, effective August 16, 2019 for a duration of up to 90 calendar days.

C. City and Employee desire to amend the Agreement in order to provide a non-base building one-time salary increase to compensate Employee for services rendered as Interim City Manager.

NOW, THEREFORE, City and Employee agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**2. Section 3.1 Duties.** New subsection 3.1.6 is added to the Agreement to read as follows:

“3.1.6 Interim City Manager Services. Effective August 16, 2019, the City Employee shall serve as Interim City Manager for a period of up to 90 calendar days. As Interim City Manager, Employee shall exercise the powers and authority of the City Manager and perform the functions and duties as the administrative head of the government of the City as specified in the Los Alamitos Municipal Code and City Charter, and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as they currently or may in the future exist. Employee shall exercise such power and authority and perform such other functions and duties, not inconsistent with this Agreement, as the City, by its City Council, may legally assign.”

**3. Section 3.4 Fringe Benefits.** New subparagraph 3.4(b) is added to the Agreement to read as follows:

“ b) Effective August 16, 2019 and continuing until November 14, 2019, or such earlier time as the City Manager position is filled, Employee will be compensated for Interim City Manager services in the amount of \$1,500.00 per bi-weekly pay period.

This non-base building one-time salary increase does not meet the definition of a “bonus” as set forth in California Code of Regulations 571(a)(1) and is therefore excluded in calculating Employee’s retirement benefit.”

4. **Expiration of this Amendment.** The terms of this Amendment shall automatically expire on November 14, 2019, or such earlier time as the City Manager position is filled, unless extended or modified by mutual agreement of the City and Employee.

5. **Other Terms and Conditions.** Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

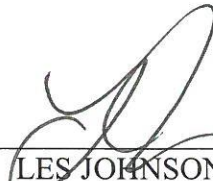
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the dates reflected below each signature.

**CITY OF LOS ALAMITOS**

**EMPLOYEE**

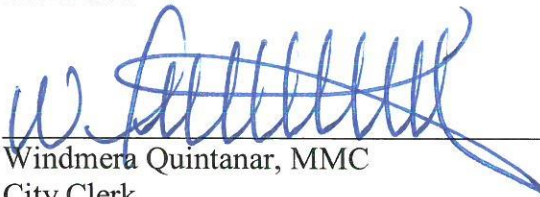
By:   
WARREN KUSUMOTO  
Mayor

By:   
LES JOHNSON  
Employee

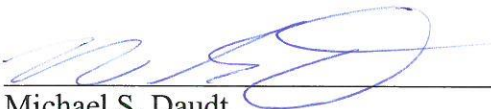
DATE: 8/19/19

DATE: 8/20/19

**ATTEST:**

  
Windmera Quintanar, MMC  
City Clerk

**APPROVED AS TO FORM:**

  
Michael S. Daudt  
City Attorney