

AMENDMENT NO. 5 TO
AGREEMENT FOR EMPLOYMENT
OF CITY MANAGER

THIS AMENDMENT TO AGREEMENT is made and entered into this 28th day of June 2016, amending certain "AGREEMENT FOR EMPLOYMENT OF CITY MANAGER" by and between the City of Lakewood, a California general law municipal corporation of the State of California ("Employer"), and Howard L. Chambers ("Employee"), dated February 14, 2012 (the "Agreement").

Recitals

- A. Following review of the performance of the City Manager, the City Council has determined that the City Manager has commendably and satisfactorily performed his duties during the evaluation period up to and including the date thereof.
- B. Based on such outstanding performance, the City Council finds and determines that the City Manager should receive those benefits set forth herein below.

Based on the Recitals set forth above, the parties hereby agree to amend the Agreement as follows:

1. The term shall be extended through December 31, 2018.
2. The compensation of Employee shall be adjusted 3.5% to \$19,406.25 monthly effective June 20, 2016.
3. Employer shall adjust Employee's vacation and sick leave accounts to the maximum amount on July 1, 2016 and classify Employee's accrued vacation hours (capped at 90 hours) as of July 1, 2016 as accrued comp time hours.
4. Employer shall place 90 hours of administrative leave in Employee's administrative leave account on July 1, 2016.
5. Employer shall pay to Employee a monthly vehicle allowance in the amount of \$500. Employee also shall be permitted to refuel his CNG vehicle at Employer's CNG fueling stations. Employee shall be responsible for paying all other costs of operating such vehicle, including maintenance and insurance coverage.
6. In all other respects, including but not limited to the amount of Employee's salary, the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed the Agreement, below as of the date first written above.

CITY OF LAKEWOOD

Mayor

City Manager

ATTEST:

Jo Mayberry

AMENDMENT NO. 4 TO
AGREEMENT FOR EMPLOYMENT
OF CITY MANAGER

THIS AMENDMENT TO AGREEMENT is made and entered into this 23rd day of June 2015, amending certain "AGREEMENT FOR EMPLOYMENT OF CITY MANAGER" by and between the City of Lakewood, a California general law municipal corporation of the State of California ("Employer"), and Howard L. Chambers ("Employee"), dated February 14, 2012 (the "Agreement").

The parties hereby agree to amend the Agreement as follows:

1. Employer shall classify Employee's accrued vacation hours as of June 20, 2015 as accrued comp time hours. The accrued comp time hours shall be made available to the Employee on or after June 21, 2015, and shall not expire.

2. In all other respects, including but not limited to the amount of Employee's salary, the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed the Agreement, below as of the date first written above.

CITY OF LAKEWOOD

Mayor

City Manager

ATTEST:

Jo Mayberry

AMENDMENT NO. 3 TO
AGREEMENT FOR EMPLOYMENT
OF CITY MANAGER

THIS AMENDMENT TO AGREEMENT is made and entered into this 24th day of June, 2014, amending that certain "AGREEMENT FOR EMPLOYMENT OF CITY MANAGER" by and between the City of Lakewood, a California general law municipal corporation of the State of California ("Employer"), and Howard L. Chambers ("Employee"), dated February 14, 2012 (the "Agreement").

Recitals

- A. Following review of the performance of the City Manager, the City Council has determined that the City Manager has commendably and satisfactorily performed his duties during the evaluation period up to and including the date hereof.
- B. Based on such outstanding performance, the City Council finds and determines that the City Manager should receive those benefits set forth herein below.

Based on the Recitals set forth above, the parties hereby agree to amend the Agreement as follows:

- 1. The term shall be extended through February 28, 2017.
- 2. Employer shall adjust Employee's vacation and sick leave accounts to the maximum amount on July 1, 2014 and July 1, 2015.
- 3. Employer shall place 90 hours of administrative leave in Employee's administrative leave account on July 1, 2014 and July 1, 2015.
- 4. In all other respects, including but not limited to the amount of Employee's salary, the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first written above.

CITY OF LAKEWOOD

Mayor

City Manager

ATTEST:

City Clerk

AMENDMENT NO. 2 TO
AGREEMENT FOR EMPLOYMENT
OF CITY MANAGER

THIS AMENDMENT TO AGREEMENT is made and entered into this 25th day of June, 2013, amending that certain "AGREEMENT FOR EMPLOYMENT OF CITY MANAGER" by and between the City of Lakewood, a California general law municipal corporation of the State of California ("Employer"), and Howard L. Chambers ("Employee"), dated February 14, 2012 (the "Agreement").

Recitals

- A. Following review of the performance of the City Manager, the City Council has determined that the City Manager has commendably and satisfactorily performed his duties during the evaluation period up to and including the date hereof.
- B. Based on such outstanding performance, the City Council finds and determines that the City Manager should receive those benefits set forth herein below.

Based on the Recitals set forth above, the parties hereby agree to amend the Agreement as follows:

- 1. Employer shall adjust Employee's vacation and sick leave accounts to the maximum amount on July 1, 2013.
- 2. Employer shall place 40 hours of administrative leave in Employee's administrative leave account on January 1, 2014.
- 3. In all other respects, including but not limited to the amount of Employee's salary, the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first written above.

CITY OF LAKEWOOD

Mayor

Howard L. Chambers

Attest:

Denise Hayward

**AMENDMENT NO. 1 TO
AGREEMENT FOR EMPLOYMENT
OF CITY MANAGER**

THIS AMENDMENT TO AGREEMENT is made and entered into this 26th day of June, 2012, amending that certain "AGREEMENT FOR EMPLOYMENT OF CITY MANAGER" by and between the City of Lakewood, a California general law municipal corporation of the State of California ("Employer"), and Howard L. Chambers ("Employee"), dated February 14, 2012 (the "Agreement").

Recitals

- A. Following review of the performance of the City Manager, the City Council has determined that the City Manager has commendably and satisfactorily performed his duties during the evaluation period up to and including the date hereof.
- B. Based on such outstanding performance, the City Council finds and determines that the City Manager should receive those benefits set forth herein below.

Based on the Recitals set forth above, the parties hereby agree to amend the Agreement as follows:

- 1. Employer shall place 70 hours of vacation leave in Employee's vacation leave account on July 1, 2012.
- 2. Employer shall place 40 hours of administrative leave in Employee's administrative leave account on January 1, 2013.
- 3. In all other respects, including but not limited to the amount of Employee's salary, the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first written above.

CITY OF LAKEWOOD

Mayor

Howard L. Chambers

ATTEST:

City Clerk

AGREEMENT FOR EMPLOYMENT OF CITY MANAGER

THIS AGREEMENT is made and entered into this 14th day of February, 2012, by and between the City of Lakewood, a California general law municipal corporation of the State of California (“Employer”), and Howard L. Chambers (“Employee”).

SECTION 1. EMPLOYMENT

A. Appointment of Employee.

1. The City Council of the City of Lakewood hereby appoints Howard L. Chambers to the position of City Manager, effective March 1, 2012, or the date on which CalPERS approves Employee’s application for reinstatement, whichever is later, to perform the functions and duties specified under the laws of the State of California, the Lakewood Municipal Code (the “LMC”), the ordinances, resolutions, plans and programs of the City, and to perform such other duties and functions as the City Council shall from time to time assign. Employee shall be vested with the powers, duties, and responsibilities set forth in Article II, Part 2 of the LMC.
2. This is an at-will employment and Employee shall serve at the pleasure of the City Council.

B. Hours of Work.

Employee is expected to devote necessary time outside normal office hours to the business of the Employer, including but not limited to attending City Council meetings, and other meetings as requested by the City Council. To that end, Employee shall be allowed flexibility in setting his own office hours, but shall be expected to be generally available during ordinary business hours.

C. Outside Professional Activities.

Employee agrees to devote his full productive time, ability, and attention to the Employer’s business during the term of this Agreement. Employee may not accept any outside employment during the term of this Agreement, without the consent of the City Council.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement, unless terminated earlier as provided in this Agreement, shall be for a term of (approximately) three years, commencing on the effective date set forth above, and expiring on February 28, 2015.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate this Agreement at any time, or the right of Employee to resign at any time from his position, subject to the provisions as set forth in this Agreement.

SECTION 3. TERMINATION OF EMPLOYMENT

A. Termination, General.

Either party may terminate this Agreement at any time, without cause, upon giving ninety (90) days written notice of termination to the other party.

B. Termination For Cause.

Employer may terminate this Agreement at any time, for "cause". Any of the following actions shall constitute "cause":

1. Willful breach of the Agreement, as interpreted pursuant to California Labor Code section 2924.
2. Habitual neglect of the duties required to be performed by this Agreement, as interpreted pursuant to applicable provisions of the California Labor Code.
3. Continued incapacity to perform the duties required under this Agreement, as interpreted pursuant to applicable provisions of the California Labor Code.
4. Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.
5. Conviction of any act which would constitute a crime, whether misdemeanor or felony, and which would bring disrespect to the Office of City Manager or to Employer.
6. Willful violations of Employer's policies of a serious nature, including for example, Employer's Sexual Harassment or "Drugs in the Work Place" policies.

C. Disability. In the event Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental capacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, Employer may terminate this Agreement, and Employee's salary then in effect shall continue until six (6) months have elapsed from the date of the incident or onset of illness giving rise to the disability or incapacity. The amount of salary shall be reduced by an amount equal to any disability insurance proceeds then being received by the Employee.

D. AB 1344. In the event of termination, Employee shall comply with the provisions of Section 53243.2 of the Government Code, if applicable.

SECTION 4. COMPENSATION OF EMPLOYEE

A. Salary. Employer agrees to pay Employee for his services provided herein a monthly base salary of \$18,750.00, payable in installments at the same times as management employees are paid.

B. Benefits. Employee shall receive such other and further benefits, in such amounts and to such extent as accorded to Employer's senior management employees.

C. Vacation and Sick Leave. On the effective date of this Agreement, Employee shall be provided 160 hours of vacation leave and 90 hours of sick leave. In addition, Employee shall accumulate vacation leave and sick leave in the amounts to which City employees with 15-plus years of continuous service are entitled, throughout the term of this Agreement.

D. Annual Physical. Employer shall pay the cost of Employee's annual physical examination.

E. Insurance Benefits Upon Retirement. Upon retirement, Employee shall be entitled to the benefit equivalent of the full "Career Employees Medical Retirement Benefit" as provided in "Article 4. Basic Compensation Plan, Section 16. Career Employees Medical Retirement Benefit," of the Memorandum of Understanding between the City and the Lakewood City Employees' Association. The provision set forth therein which requires "10 years (of service) which is immediately prior to retirement" shall not apply.

F. Vehicle Use. Employer shall provide to Employee a CNG automobile for Employee's exclusive and unrestricted use. Employer shall be responsible for providing liability, property damage and comprehensive liability insurance coverage for such automobile, and shall also pay the costs of maintenance and fuel.

SECTION 5. MISCELLANEOUS PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties.

B. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provisions of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.

D. This Agreement shall be governed by the laws of the State of California.

E. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of either party.

F. This Agreement contains the full agreement of the parties. Any modification or change in this Agreement shall not be binding on either party unless such change or modification is in writing and signed by both parties.

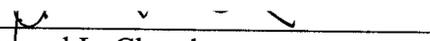
G. Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring during Employee's employment under this Agreement, including without limitation, claims arising out of personnel actions taken by

Employee. Employer shall defend, compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered hereon.

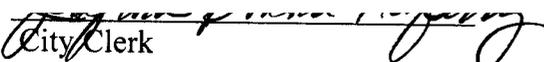
Intending to be legally bound, the parties have executed this Agreement, below, as of the date first written above.

CITY OF LAKEWOOD 


Mayor


Howard L. Chambers

Attest:


City Clerk