

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Agreement (“Agreement”) is made, entered into, and to be effective June 3, 2025 (“Effective Date”), by and between the City of Placentia, a California Charter City (“City”), and Jennifer Lampman, an individual who has education, training and experience in municipal management (“Administrator”). Under this Agreement the City offers, and Administrator accepts, employment as City Administrator of the City.

A. Recitals.

- i. In order to ensure that its governmental responsibilities are met at all times, the City must attract and retain management personnel who exhibit the highest degree of knowledge, experience, technical ability, professionalism, and leadership qualities.
- ii. In order to attract and retain in its employment a City Administrator who possesses those qualities and experience necessary to fulfill the City’s immediate and long-term objectives, the City Council, on behalf of the City, has determined that it is advisable to enter into this employment agreement with Administrator.
- iii. It is the desire of City to continue the services of Administrator and to provide certain benefits, conditions of employment and set working conditions for Administrator.
- iv. City and Administrator desire to enter into this Agreement in order to specify the terms and conditions of Administrator’s employment with City.

Now therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

B. Agreement.

1. Term.

This Agreement shall remain in full force and effect from June 3, 2025 through

and including the date of termination of Administrator, unless otherwise provided herein.

2. Duties:

Administrator shall perform those duties and have those responsibilities and powers set forth in the City's Charter, Municipal Code and City Policies, as amended from time to time, including but not limited to those described in Section 802 of the Charter. Administrator shall perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

3. Devotion to City Business:

Administrator's position is full-time. Administrator shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of her City Administrator duties, except as may be specifically authorized by the City Council.

4. City Council Commitments:

The relationship between the City Council and Administrator shall be governed by all applicable provisions of the City Charter, Municipal Code and City Policies, as amended from time to time, including but not limited to Section 610 of the Charter.

5. Termination of Employment and this Agreement; General Release; Severance:

A. At Will Employment. Administrator is an at will employee, and serves at the discretion of the City Council. The City Council may terminate Administrator's employment with the City immediately at any time, with or without cause, subject to the City's compliance with all other obligations in this Agreement.

B. Termination By City Without Cause.

1) If City Council, in its absolute discretion, terminates this Agreement (thereby terminating Administrator's employment) Without Cause, as determined by the affirmative votes of a majority of the members of the City Council, City shall be obligated to pay Administrator the Monthly Severance Benefit described in this

Section 5.B. Following a termination Without Cause the City shall begin to pay Administrator, on a monthly basis, an amount equal to Administrator's then regular monthly Base Salary at the time of termination (the monthly payments being hereinafter referred to as the "Monthly Severance Benefit"). The Monthly Severance Benefits shall include the ability to continue participation, during the Severance Period (as defined below), in any medical, dental and vision plans Administrator and her dependents are currently enrolled in through the City at the time of termination ("Healthcare Benefit"). City would make normal contributions toward premiums effective at the time of separation. As a condition to Administrator's receipt of the Monthly Severance Benefit, Administrator must first sign and deliver to the City Council, and not revoke, a General Waiver and Release Agreement ("Release Agreement") in a form agreed upon by the City Attorney, releasing the City, its officials and employees from all liability.

2) Notwithstanding anything stated in this section 5.B. to the contrary, Administrator's right to receive the Monthly Severance Benefit payments shall automatically terminate upon the first to occur of the following: (a) the date which is nine (9) months from the date Administrator's employment is terminated from the City; or (b) the date when Administrator obtains full time employment with another employer (the period between Administrator's termination and the first to occur of either (a) or (b) above shall be hereinafter referred to as the "Severance Period"). While the Severance Period is in effect Administrator shall be required to actively solicit employment with other public agencies and employers.

C. Termination by City For Cause.

1) If City terminates this Agreement (thereby terminating Administrator's employment) for Cause, as determined by the affirmative votes of a majority of the members of the City Council, Administrator shall not be entitled to any additional compensation, payment or benefits specifically including the Monthly Severance Benefit.

2) As used in this Section 5C, the term "Cause" shall only mean any of the following:

- a. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Administrator's reputation;
- b. Proven failure of the Administrator to observe or perform any of her duties and obligations, if that failure continues for a period of thirty (30) business days from the date of her receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure. The thirty business days does not include any period of leave that is acknowledged and required by state and/or federal law;
- c. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243;
- d. Any willful, or grossly negligent action or inaction, by Administrator that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; (c) violates City's properly-established rules or procedures; or (d) is likely to have a material negative impact on the City or its reputation.
- e. Moral Turpitude which is defined herein as (1) intentionally dishonest conduct, which is likely to have a material negative impact on the City or its reputation; or (2) conduct which constitutes a blatant violation of moral conduct standards. Acts of moral turpitude means a general readiness to do evil, an act of baseness, vileness, or depravity in the private and social duties which a person owes to other people, or to society in general, contrary to the accepted and customary rule of right and duty between people.

D. In no event may Administrator be terminated within ninety (90) days after the certification of any municipal election for the selection or recall of one or more of the members of the City Council.

E. If, during the Term or any extended Term, Administrator dies, Administrator's estate shall receive any accrued salary and benefits, including any benefits under sections 7B and 7D of this Agreement. Administrator's estate shall not be entitled to any additional compensation, including but not limited to any Monthly Severance Benefit.

F. In the event Administrator is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, or mental incapacity for a period of three (3) consecutive months beyond any provided sick leave, the City may terminate Administrator's employment and this Agreement.

G. Administrator may resign from her employment at any time upon giving thirty (30) days written notice to the City Council. In the event of Administrator's resignation from employment, Administrator shall be entitled to any accrued salary and benefits, but Administrator shall not be entitled to any additional compensation or payments including but not limited to the Monthly Severance Benefit.

H. Notwithstanding anything stated herein to the contrary:

1) In the event Administrator is terminated because of conviction of any felony or other offense involving a violation of her official duties, misappropriation of public funds, or corruption in office, City shall have no obligation to pay any severance pay and benefits, including but not limited to the Monthly Severance Benefit.

2) Pursuant to California Government Code 53243.2, regardless of the terms of this contract, if the contract is terminated, any cash settlement related to the termination that Administrator may receive from the City shall be fully reimbursed to the City if Administrator is convicted of a crime involving an abuse of his or her office or position.

3) As stated in California Government Code 53244(a), a local public officer who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties shall forfeit any contract right or other common law, constitutional, or statutory claim against a local

public agency employer to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which she may be entitled under any public retirement system in which she is a member. The forfeiture provided by this section shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to Section 7522.70, 7522.72, or 7522.74.

6. Compensation and Annual Evaluation:

A. Administrator's annual Base Salary shall be Two Hundred Seventy Thousand and Sixty Two Dollars and Twenty Eight Cents (\$270,062.28). Said amount shall be payable in bi-weekly installments at the same time and in the same manner as other employees of the City are paid. Any increases to compensation shall be subject to City Council approval, unless specifically provided herein to the contrary.

B. The City Council, working in conjunction with Administrator, may set objectives each year for Administrator under this Agreement. The City Council may evaluate Administrator's performance at least once a year ("Annual Evaluation"). Following the completion of the Annual Evaluation the City Council may, in its absolute discretion, provide for a bonus or other increases as determined to be appropriate based on performance.

C. Cost-of-living adjustments or other across-the-board increases granted to City bargaining units and unrepresented management groups shall not apply to Administrator. All compensation increases shall be granted in the sole discretion of the City Council.

D. If the City intentionally reduces the Base Salary or any other material financial benefits of the Administrator, such action shall constitute a termination of this Agreement Without Cause under Section 5.A. of this Agreement, and Administrator shall be entitled to the Monthly Severance Benefit.

7. Benefits

A. City agrees to provide and to pay the premiums for vision, dental, and comprehensive medical insurance for the Administrator and her dependents in an amount equal to that which is provided to other City executive management employees.

B. City agrees to put into force and to make required premium payments for short and long-term disability coverage for the Administrator on the same terms available to all other City executive management employees.

C. The Administrator may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician under the City's medical plan selected by the Administrator, the co-pay cost of which shall be paid by City.

D. City shall pay the amount of premium due for term life insurance in the amount equal to one-half the Administrator's adjusted annual base salary and whole life insurance in the amount of one-half the Administrator's adjusted annual base salary, including all increases in the annual base salary during the life of this Agreement. The Administrator shall name the beneficiary or beneficiaries of the life insurance policies.

E. City agrees to match Administrator's contribution, dollar-for-dollar up to half of the normal annual deferral limit, up to the limits allowed by IRS regulations, to a qualified deferred compensation plan selected by Employer, including catch-up provision up to \$31,000 if Administrator is at least age 50 at any time during the 2025 calendar year. The annual maximum will index up or down based on the annual deferral limit announced by the Internal Revenue Service. This match does not apply to the Last Three Years Catch-up Contribution.

F. City agrees to enroll Administrator in a 401(a) Retirement Governmental Money Purchase Plan (currently administered by MissionSquare Retirement). The City shall contribute a fixed contribution amount of 4% of her base pay. There are no voluntary or mandatory employee contributions to this plan.

G. Administrator understands she is not entitled to educational, longevity or other automatic increases to base pay, unless specifically authorized by the City Council.

8. Pension:

City shall continue Administrator's enrollment in the California Public Employees Retirement System ("CalPERS") in accordance with City's contract with CalPERS for miscellaneous members and shall make all appropriate Employer contributions on Administrator's behalf. Administrator understands and agrees that the Administrator contribution to CalPERS shall be deducted from Administrator's gross, and both the City and Administrator contribution shall be made in accordance with the provisions of the City's contract with CalPERS.

9. Allowances:

Administrator's duties may require her to be available and to respond to the demands of City business at all times and outside of regular business hours. City shall pay Administrator six Hundred Dollars (\$600.00) monthly in compensation for the use and maintenance of her personal vehicle on City business ("Auto Allowance"). The Auto Allowance shall not be reported as income for purposes of contribution or payment by City or Administrator to City's retirement plan. It is understood, however, that Administrator is solely responsible for the tax consequences of any allowances provided under this Agreement, whether under state or federal law.

10. Equipment:

City shall pay Administrator One Hundred Dollars (\$100.00) monthly as a telecommunications allowance. The telecommunications allowance shall not be reported as income for purposes of contribution or payment by City or Administrator to City's retirement plan.

11. Business and Professional Expenses:

A. City recognizes that Administrator may incur expenses of a non-personal, job-related nature that are reasonably necessary to Administrator's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be designated by the City

Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

B. City agrees to pay the professional dues and subscriptions on behalf of Administrator which are necessary for Administrator's continuation or full participation in international, national, regional, state, or local associations and organizations necessary and desirable for Administrator's continued professional participation, growth and advancement, or for the good of the City.

C. City agrees to pay Administrator's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue Administrator's professional development, and for Administrator's reasonable participation in necessary official and other functions for the City; including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees on which Administrator serves as a member. Notwithstanding the above, the number of conferences or meetings City will pay for each year, and attendance at out-of-state conferences and meetings shall be at the discretion of the City Council as set forth in the City's budget.

12. Vacation, Holiday and Other Leave:

A. Upon the Effective Date of this Agreement, Administrator has already been credited with her annual hours of Alternative Health and Wellness Program (AHW). At the beginning of each fiscal year thereafter, Administrator shall receive ninety-six (96) hours of AHW consistent with the terms of the City's AHW program.

B. Administrator shall accrue Paid Time Off (PTO) leave at a rate of 6.46 hours per biweekly pay period.

C. Upon the Effective Date of this Agreement, Administrator has already been credited with her annual hours of Management Administrative Leave (MAL). Beginning the first day of January thereafter, Administrator shall be credited up to one hundred (100) hours of MAL hours. In the event a higher number of MAL hours are awarded to the executive management group in a respective calendar year, this number would change to equal said amount. MAL may be used for leave purposes only and will have no cash

value. In addition, MAL hours must be utilized in the calendar year credited, and any remaining balance may not be carried over to the next calendar year. The use of MAL time shall be at the discretion of the Administrator, but shall be reported to, and its use may be rejected by, the City Council.

D. Administrator shall be entitled to military reserve leave time pursuant to state and federal law and City policy.

13. Abuse of Office or Position:

If Administrator is convicted of a crime involving an abuse of her office or position, all of the following shall apply: (a) if Administrator is provided with administrative leave pay pending an investigation, Administrator shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Administrator (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Administrator shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Administrator may receive from City, including but not limited to the Monthly Severance Benefit, shall be fully reimbursed to City or shall be void if not yet paid to Administrator. For purposes of this Section, abuse of office or position means conviction of a crime by a court of law for either: (1) an abuse of public authority, including waste, fraud, or violation of the law under color of authority; or (2) a crime against public justice.

14. Enforcement of this Agreement:

The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions shall be entitled to payment of his/her/its reasonable attorneys' fees and costs. The venue for any action in enforcement of this Agreement shall be before the Superior Court for the County of Orange.

15. Communications Upon Administrator's Separation Without Cause:

Only in the event of a termination Without Cause, City and Administrator agree that neither party will make disparaging comments about the other, or about any of the

City's public officials or employees, for a period of twelve (12) months from the date of Administrator's termination. As used herein, "disparaging" shall mean "to lower in esteem; discredit; to speak slightingly of; show disrespect for; belittle." (Webster's New World Collegiate Dictionary, Fourth Ed., IDG Books Worldwide, Inc., pg 414). Nothing herein prevents either party, or its officers or employees, from truthfully answering questions made under oath in a legal proceeding. Any press release concerning Administrator's termination Without Cause shall be mutually agreed upon between the parties. Either party may verbally repeat the substance of the joint press release or statement.

16. Indemnification:

Consistent with the California Government Code, City shall defend, hold harmless, and indemnify Administrator, using legal counsel mutually acceptable to the Parties, against expense or legal liability for acts or omissions by Administrator occurring within the course and scope of Administrator's employment under this Agreement. Legal representation, provided by City for City Administrator, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, imposed upon, or suffered by Administrator, which are directly related to the claim, action, suit, or proceeding. In the event there is a conflict of interest between City and Administrator such that independent counsel is required for Administrator, Administrator may engage his/her own legal counsel, in which event City shall indemnify Administrator, including direct payment of all such reasonable costs related thereto.

17. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will

be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of Placentia
Attention: Mayor
401 E. Chapman Avenue
Placentia, CA 92870

ADMINISTRATOR: Jennifer Lampman
401 E. Chapman Avenue
Placentia, CA 92870

18. Conflict With City Charter or Municipal Code:

The terms of this Agreement shall govern the relationship between the City and Administrator. Notwithstanding the foregoing provisions of the City’s Charter, Municipal Code and Policies which specifically define the roles, duties, responsibilities and limitations of the office of City Administrator, shall have preeminence in defining the relationship between the parties.

19. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Administrator by City and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

20. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto, unless specifically provided herein to the contrary.

21. Effect of Waiver:

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

22. Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this 3rd day of June 2025.

CITY OF PLACENTIA

CITY ADMINISTRATOR

By:



Kevin Kirwin, Mayor



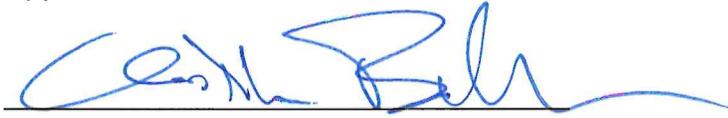
Jennifer Lampman

Attest:



Robert McKinnell, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Christian Bettenhausen', written over a horizontal line.

Christian Bettenhausen, City Attorney