

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (the "First Amendment"), is made and entered into on February 9, 2010 by and between the City of Stanton, a California Municipal Corporation (the "City") and James Box ("Box").

A. Recitals.

(i) On June 23, 2003, City and Box entered into that Employment Agreement (the "Agreement") for the services of Director of Parks and Recreation of City; and,

(ii) The City has established the position of Assistant City Manager with the intention to be available for City Department Head-level to acquire city management experience.

(iii) On February 9, 2010, in addition to the duties specified in the Agreement, Box was appointed to serve as Assistant City Manager/Director of Parks and Recreation of City, and,

(iv) City and Box agree that it is in the best interests of both to amend the Agreement to coordinate the Agreement with additional services as Assistant City Manager/Director of Parks and Recreation of City.

B. First Amendment.

In consideration of the mutual covenants and conditions set forth herein, the City and Box agree as follows:

1. Term. This First Amendment shall remain in full force and effect until terminated by the City Manager or Box. At the conclusion or termination of this First Amendment, this First Amendment, without notice to City or Box, shall automatically be of no further force or effect and the terms of the Agreement shall be restored and binding on City and Jacobs.

2. Termination. Box acknowledges that the position of Assistant City Manager is available to other City Department Head-level employees at the discretion of the City Manager. This First Amendment may be terminated by the City Manager at any time without cause or right to a hearing. Such termination of this First Amendment shall not effect any rights, duties or obligations as set forth in Section 2 of the Agreement.

3. Duties. In addition to those duties and services as provided in the Agreement, City hereby agrees to employ Box as Assistant City Manager/Director of Parks and

Recreation to perform the functions and duties as specified in the position classification (attachment A), and to perform other legally permissible and proper duties and functions as the City Manager of City shall from time to time assign.

4. Salary. For the combined services provided by Box pursuant to the Agreement and this First Amendment, City agrees to pay Box the monthly base Salary Range 50, Step E of eleven thousand seven hundred seventy six dollars (\$11,776.00), payable in installments at the same times as other City employees are paid. This salary shall be effective and shall commence as of February 9, 2010.

5. Resignation. Box, upon thirty (30) days written notice to the City Manager, may resign the position of Assistant City Manager/Director of Parks and Recreation of City. Upon the effective date of such resignation, this First Amendment, without notice to City or Box, shall automatically be of no further force or effect and the terms of the Agreement shall be restored and binding on City and Box.

6. Except as expressly modified herein, all the terms referenced in this First Amendment shall have the same meaning as the terms defined in the Agreement.

7. Except as expressly modified by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(signatures on the following page)

CITY OF STANTON

By: Carol Jacobs
Carol Jacobs, City Manager

BOX

By: James Box
James Box

Attest:

Brenda Green
Brenda M. Green, City Clerk

Approved As To Form:

Ralph D. Hanson
Ralph D. Hanson, City Attorney

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective August 8, 2004 by and between the CITY OF STANTON, a municipal corporation (the "City") and JAMES A BOX ("BOX") as follows

WHEREAS, on June 24, 2003, City and BOX entered into that Employment Agreement (the "Original Agreement") to employ the services of BOX as Parks and Recreation Director of City, as provided by the Stanton Municipal Code, and

WHEREAS, the City Manager of City (the "Manager") desires to retain the services of BOX and, through this revised Agreement, to provide certain benefits, establish certain conditions of employment and to set working conditions of BOX, and

WHEREAS, it is the goal of the Manager to (1) retain the services of BOX and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring BOX's morale and peace of mind with respect to future security, and (3) to provide a means of terminating BOX's services when City may desire to terminate his employ, and

WHEREAS, BOX desires to continue employment as Parks and Recreation Director of City

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows

Section 1 Duties

A City hereby agrees to employ BOX as Parks and Recreation Director of City to perform the functions and duties specified in the Stanton Municipal Code, the employee position description for the Parks and Recreation Director of City, the Government Code of the State of California, and to perform other legally permissible and proper duties and functions as the Manager or the City Council of City shall from time to time assign

B BOX shall be under the day to day supervision and direction of the Manager

C BOX shall attend all City Council and Parks and Recreation Commission meetings unless directed by the Manager

D BOX shall devote the necessary hours to perform his duties without any additional compensation or overtime

Section 2 Termination and Severance Pay

A BOX shall serve at the will and pleasure of the Manager and may be terminated at any time without cause or right to a hearing but subject to the terms of this Agreement

B In the event BOX is terminated by the Manager at such time as BOX continues to be willing and able to perform his duties under this Agreement, City agrees to pay BOX a lump sum cash payment, or equal payments over an agreed upon period of time, equal to four (4) months of aggregate salary, provided, however, that in the event BOX is terminated by the Manager because of his commission of any illegal act involving a felony, an act or action

constituting moral turpitude or personal gain to him, then in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph. Upon termination, BOX shall also be entitled to compensation for accrued and unused leave up to one hundred eighty (180) hours.

C In the event City at any time during the term of this Agreement reduces the salary or other financial benefits of BOX in a greater percentage than an applicable across-the-board reduction for all department-heads level employees of City, or in the event City refuses, following written notice, to comply with any other provision benefiting BOX herein, or BOX resigns following a request, whether formal or informal, by the Manager that he resign, BOX may, at his option, be deemed to be "terminated" at the date of such reduction, resignation or such refusal to comply, within the meaning and context of the severance pay provision set forth in Section 2 B.

D In the event BOX voluntarily resigns his position with City, BOX shall give City thirty (30) days written notice in advance.

Section 3 Salary

City agrees to pay BOX for his services rendered pursuant hereto at the monthly base Salary Range 110, Step "A," of Six Thousand Five Hundred Sixty-six Dollars and No Cents (\$6,566 00), payable in installments at the same time as other employees of City are paid. Thereafter, BOX shall be entitled to advance through the subsequent Steps in salary ranges, based upon satisfactory performance as determined by the Manager. In addition, BOX shall be entitled to

automatically receive any cost of living or other salary and/or fringe benefit increases provided to all general City employees

Section 4 Holidays

BOX shall be entitled to the same holidays as other City employees

Section 5 Automobile Allowance

The City agrees to pay to BOX a three hundred dollars (\$300 00) per month automobile allowance. BOX shall provide the City with proof of insurance demonstrating coverage in an amount acceptable to the City

Section 6 Health, Disability and Life Insurance

A City agrees to provide hospitalization, surgical and comprehensive medical for BOX by choice, at the sole option of BOX, of either of the two options as follows

1 City will provide BOX a medical benefit payment, up to and including, five hundred dollars (\$500 00) per month. The medical benefit may be used to pay for private hospitalization, surgical and comprehensive medical and dental insurance for BOX and his dependents. The medical benefit shall be taken as a cash benefit, subject to applicable payroll deductions, provided that BOX demonstrates, to the satisfaction of the City, that BOX has hospitalization, surgical and comprehensive medical insurance in force, or,

2 City will provide BOX hospitalization, surgical and comprehensive medical coverage commensurate with the standard employee City program

B City also agrees to provide BOX short term and long term disability insurance coverage commensurate with the standard employee City program

C City also agrees to provide a life insurance policy commensurate with the standard employee City program

Section 7 Retirement

City agrees to execute all necessary agreements to enroll BOX in the California Public Employees' Retirement System ("CalPERS") and to pay a maximum of seven percent (7%) of "compensation earnable," for BOX, toward the employee's contribution to CalPERS

Section 8 Comprehensive Leave

In lieu of sick, vacation, administrative, or any other paid leave, BOX shall accrue, on the effective date of this Agreement, and annually thereafter on July 1st, up to a maximum of three hundred (300) hours of comprehensive leave. BOX shall never be permitted to accumulate over three hundred (300) hours of comprehensive leave. On June 30 of each year, BOX shall be paid, at the then current rate of pay, for all accumulated comprehensive leave up to a maximum of one hundred eighty (180) hours. After any sell back of comprehensive leave under the previous sentence, any accumulated comprehensive leave remaining shall be carried forward to the following year. On July 1 of each year, the total amount comprehensive leave available to BOX shall be replenished to reach the maximum comprehensive leave accumulation limit of three hundred (300) hours.

Section 9 Dues and Subscriptions

Provided BOX receives the prior approval of the Manager, City agrees to pay for the professional dues and subscriptions of BOX necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of City

Section 10 Professional Development

Provided BOX receives the prior approval of the Manager, City agrees

A To pay the travel and subsistence expenses of BOX for professional and official travel, meetings and occasions adequate to continue the professional development of BOX and to adequately pursue necessary official and other functions for City

B To pay for the travel and subsistence expenses of BOX for short courses, institutes and seminars that are necessary for his professional development and for the good of City

Section 11 Performance Evaluation

A The Manager shall review and evaluate the performance of BOX annually on or before January 1 of each year Said review and evaluation shall be in accordance with specific criteria developed jointly by the Manager and BOX Said criteria may be modified as the Manager may from time to time determine after consultation with BOX

B Annually, the Manager and BOX shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Manager's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing

C It is understood that additional performance reviews and/or employee counseling may be conducted at any time by the Manager

Section 12 Other Terms and Conditions of Employment

A The Manager, in consultation with the BOX, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of BOX, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or State or Federal law

B All provisions of the City Municipal Code and regulations and rules of City relating to leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist or thereafter may be amended, which apply to all City employees, except as otherwise set forth herein, also shall apply to BOX

C The Parks and Recreation Director of City is a full-time professional appointment requiring continuous devotion to the job specified in this Agreement Accordingly, BOX shall not engage himself in other employment or activities which may reduce his ability to meet the needs of the position

Section 13 Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows

<u>City</u>	City of Stanton 7800 Katella Avenue Stanton, CA 90680
BOX	James A Box

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14 General Provisions

A On the effective date of this Agreement, City and BOX agree that the Original Agreement shall, without further notice, be deemed terminated and of no further force and effect.

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

C No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the City and the BOX. No waiver of either party at any time of the breach of, or lack of compliance with, any condition or provision of this Agreement shall be deemed a waiver of any other provision or condition hereof.

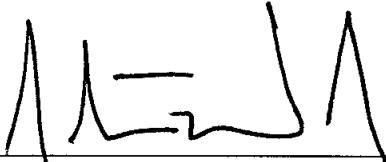
D This Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that BOX may not assign BOX's obligations hereunder.

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

F If any provision, or any 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.

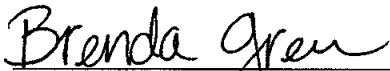
IN WITNESS WHEREOF, the City and BOX have signed and executed
this Agreement as of the day and year first above written

CITY



John F. Wager Jr., City Manager

ATTEST



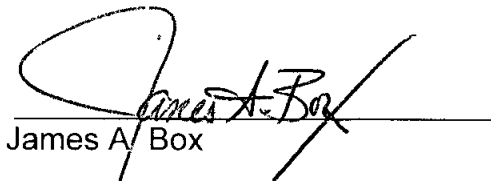
Brenda Green, City Clerk

APPROVED AS TO FORM



Ralph D. Hanson, City Attorney

BOX



James A. Box