

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF BALDWIN PARK
AND ROSE TAM**

WHEREAS, the City of Baldwin Park, a general law city (hereinafter "City") and Rose Tam, an individual (hereinafter "Employee") have previously entered into an Agreement effective as of January 20, 2016 (the "Agreement"), pursuant to the terms of which the City employs Employee as the Director of Finance;

WHEREAS, the City and Employee entered into an Amendment to the Agreement dated October 4, 2017, amending certain terms of the Agreement;


WHEREAS, the City Council conducted a performance evaluation of Employee and as a consequence of said performance evaluation the City Council provided direction to its negotiator to discuss with Employee a change in compensation which changes have been accepted by Employee; and


NOW, THEREFORE, this Second Amendment to Agreement ("Second Amendment") is made and entered into by and between the City and Employee.

Section 1. Effective the beginning of the first pay period after March 20, 2018, the City agrees to pay as salary to the Employee during the period she is serving as the Director of Finance a base annual salary of One Hundred Seventy Seven Thousand, One Hundred Twelve and .30/100 Dollars (\$177,112.30) per year and a bilingual stipend of \$150 per month.


Section 2. In the event the City Council terminates the Employee without cause, the City Council agrees that the City shall pay severance payment equal to six (6) months of her then salary, excluding benefits, as Employee's sole compensation or damages under this Second Amendment if and only if Employee executes a complete waiver and release of any and all claims Employee may have against the City and the City's elected officials and employees, including but not limited to a Civil Code Section 1542 waiver releasing the City of all liability.

Section 3. Except as set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

CITY OF BALDWIN PARK

Manual Lozano, Mayor
10/2/18
Date

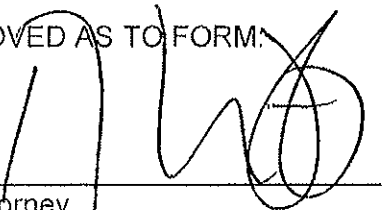
EMPLOYEE

Rose Tam, Director of Finance
10/3/18
Date

ATTEST:



Alejandra Aylla, City Clerk

APPROVED AS TO FORM:



City Attorney

**AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF BALDWIN PARK
AND ROSE TAM**

WHEREAS, the City of Baldwin Park, a general law city (hereinafter "City") and Rose Ram, an individual (hereinafter "Employee") have previously entered into an Agreement effective as of January 20, 2016 (the "Agreement"), pursuant to the terms of which the City employs Employee as the Director of Finance; and,

WHEREAS, the City Council conducted a performance evaluation of Employee and as a consequence of said performance evaluation the City Council provided direction to its negotiator to discuss with Employee a change in compensation which changes have been accepted by Employee;

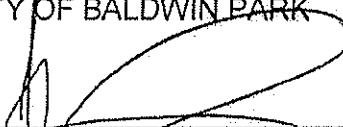
NOW, THEREFORE, this Amendment to Agreement ("Amendment") is made and entered into by and between the City and Employee.

Section 1. Effective the beginning of the first pay period after March 20, 2017, the City agrees to pay as salary to the Employee during the period she is serving as the Director of Finance a base annual salary of One Hundred Fifty Seven Thousand, Five Hundred Fifty Seven and .55/00 Dollars (\$157,557.55) per year and a bilingual stipend of \$100 per month.

Section 2. Except as set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

CITY OF BALDWIN PARK

EMPLOYEE



Manuel Lozano, Mayor



Rose Tam, Director of Finance

Date

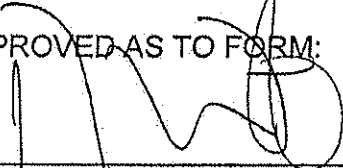
Date

ATTEST:



Alejandra Avila, City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF BALDWIN PARK
HUMAN RESOURCES DEPT.
RECEIVED

AGREEMENT

2016 JAN 26 PM 5:17

THIS AGREEMENT is made and entered into this day, January 20, 2016, by and between the City of Baldwin Park, a general law city (hereinafter "City") and Rose Tam (hereinafter "Employee").

Section 1. Duties

- a. City agrees to employ Employee as Finance Director with the responsibility to perform all of the usual and customary duties of management and operation of the Finance Department. Employee shall also work on such other legally permissible and proper duties and functions the Chief Executive Officer or City Council may from time to time assign (collectively, the "Employment Duties").
- b. Employee shall satisfactorily perform the Employment Duties with a high degree of professionalism and shall work the schedule needed to ensure accomplishment of that performance.
- c. Nothing contained in this Agreement shall prevent Employee's occasional professional, teaching or related activities, subject to the prior approval of the Chief Executive Office or City Council which approval will not be unreasonably withheld and only if such activity does not affect Employee's performance of any of the Employment Duties.

Section 2. Compensation/Benefits

- a. Notwithstanding anything to the contrary in the presently effective City Salary Resolution, for satisfactory performance of all the Employment Duties, Employee's base annual salary shall be One Hundred and Forty-Three Thousand Four Hundred Thirty-Five Dollars (\$143,435). Employee's base annual salary may hereafter be modified, from time to time as approved by the parties by formal written amendment to this Agreement. Any such modification shall be based on the City Council's evaluation of Employee's performance, in consultation with the Chief Executive Officer. The evaluation shall be based on reasonable criteria determined by City.
- b. City shall provide to Employee all fringe benefits as are now, or as may hereafter be given to all department heads of City, as detailed in the attached "Executive Employee Benefit Matrix", as may be amended from time to time.

Section 3. Employee is an "AT WILL" Employee

- a. Employee is an "AT WILL" employee and shall serve at the pleasure of the City Council and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee for any reason, or no reason at all, with or without cause, at any time, subject only to the provisions set forth in Section 4 of this Agreement.

- b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with City with no notice required.

Section 4. Termination, Waiver and Severance Pay

- a. In the event the City Council terminates Employee's employment as Finance Director pursuant to this Agreement, and if Employee is not otherwise in breach of the terms of this Agreement, and if Employee executes a written waiver of any and all claims the Employee may have against the City, including, but not limited to, a Civil Code Section 1542 waiver, then and only then the City shall pay a lump sum cash payment equal to three (3) months base salary ("Severance Pay") to Employee. The City shall be relieved of any obligation to pay Severance Pay if Employee fails to execute a waiver as described above or if Employee is terminated for malfeasance in carrying out the duties obligated under this Agreement or if the Employee is convicted of any illegal act involving moral turpitude or personal gain.

Section 5. General Provisions


- a. This Agreement shall constitute the entire agreement between the parties regarding Employee's employment as Finance Director.
- b. The Agreement can only be modified in writing and only if signed by Employee and the Mayor of Baldwin Park,
- c. This Agreement shall be retroactively effective as of December 16, 2015.

CITY OF BALDWIN PARK:



Mayor Manuel Lozano

EMPLOYEE:



Rose Tam

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk