

ITEM 2 ATTACHMENT  
THIRTEENTH AMENDED EMPLOYMENT AGREEMENT

THIS THIRTEENTH AMENDED AGREEMENT is made and entered into as of the 1<sup>ST</sup> day of June 2018, by and between the CITY OF CALABASAS, California, a Municipal Corporation, hereinafter called the “City,” and ANTHONY M. COROALLES, hereinafter called “Employee.”

RECITALS

A. City desires to continue retaining the services of Employee in the position of City Manager, and Employee desires to continue employment as City Manager of the City;

B. The City Council desires to:

- (1) Retain the services of Employee.
- (2) Encourage the highest standards of fidelity and public service on the part of Employee.
- (3) Provide a just means for terminating Employee’s employment and this Agreement when City may desire to do so;
- (4) Recognize Employee’s accomplishments during his service to the City to date; and

C. The parties further desire to modify the Employee’s conditions of employment.

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

1. Duties. City hereby continues to employ Employee as City Manager of City to perform the functions and duties of the City Manager as specified in City’s Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee. Employee agrees to devote Employee’s full time and effort to the performance of this Agreement and to remain in the exclusive employ of City and not to become otherwise employed while this Agreement is in effect without the prior written approval of the City Council.

2. Hours of Work. Employee shall maintain a regular work schedule through personal attendance, email, facsimile, audio conference or video conference hours per day, Monday through Friday and shall not participate in the 9/80 schedule made available to other employees. Employee’s duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at City Council meetings. Employee shall not be entitled to additional compensation for such time.

3. Term. This Thirteenth Amended Agreement shall be effective June 1, 2018, and will remain in force and effect until either October 1, 2018 or if terminated earlier by the City Council or Employee on a minimum of 10 days notice.

4. Salary; Effective July 1, 2017 Employee's annual salary is \$243,368. Salary and/or benefit adjustments shall be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 11 of this Agreement. City shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all employees of the City.

5. Automobile and other Expenses. City shall provide Employee with a monthly auto allowance of \$500, which Employee acknowledges shall be subject to taxation. City shall reimburse Employee for the following expenses as they are incurred: rental car for employee's time in Calabasas, (estimated at two days each time employee is in the City); parking of employee's vehicle at departure airport; roundtrip coach air travel to California, (estimated at two times per month); lodging at the Garden Inn or equivalent, (estimated at two nights per trip). ~~Employee shall have access to City-owned vehicles as needed to conduct official business during regular business hours or extended travel authorized by the City Council.~~ Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance for his rental automobile, and for the purchase, operation, maintenance, repair, and replacement of his automobile.

6. Retirement and Deferred Compensation. City shall contribute the employer's and Employee's portion of cost of membership in the Public Employees Retirement System (PERS) during the term of this Agreement. City shall also make available to Employee a qualified deferred compensation program under Internal Revenue Code Section 457 and will match any contributions Employee may make to that plan consistent with the City match provided to all other employees (currently 2% of the employee's salary).

7. Medical, Dental and Vision Insurance. City shall pay the monthly premiums for medical, dental and vision insurance for Employee and Employee's dependents in an amount sufficient to cover most plans offered by the City and not less than the amount afforded department heads. If Employee elects not to participate in the City's medical plan, the City will contribute the amount it pays in lieu of those benefits under the current benefit resolution of the City to the Section 457 plan referred to in paragraph 6 above or, at Employee's option, pay that sum as additional taxable compensation to Employee.

8. Other Benefits. City shall provide to Employee any other benefits mandated by state or federal law.

9. General Expenses and Business Equipment. City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget, submitted to the City Council for approval, and which are supported by expense receipts, statements or

personal affidavits, and audit thereof in like manner as other demands against the City. City shall provide Employee with a lap-top computer and a cellular phone for the conduct of City business and to assure his availability to the City. ~~in the event of an emergency.~~

10. Official and Professional Development Expenses. City shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgment of the City Council for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the City, such as the League of California Cities and the International City/County Management Association. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, for official and professional development expenses and travel costs.

11. Performance Evaluation. The City Council shall review and evaluate Employee's performance at least once annually. The City Council and Employee shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year. It shall be Employee's responsibility to initiate this review each year. Employee will be afforded an adequate opportunity to discuss each evaluation with the City Council.

12. Indemnification. City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment to the extent required by Government Code Sections 825 and 995.

13. Other Terms and Conditions of Employment.

(A) The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Municipal Code, or other applicable law.

(B) The provisions of the City's Personnel Rules and Regulations ("Rules") shall apply to Employee to the extent they explicitly apply to the position of City Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in Employee's employment or a right to be discharged only upon cause during Employee's tenure as City Manager. At such times as Employee is serving as City Manager, Employee is an at-will employee serving at the pleasure of the Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

(C) Until such time as the Rules entitle him to a greater amount, ~~effective February 22, 2017~~ June 1, 2018 Employee shall be entitled to 25 days of vacation leave with pay per year. Employee may accrue up to 45 days vacation and, once having accrued that

amount, shall accrue no further vacation under this Agreement until he uses **or cashes out** vacation time to reduce his accrued balance. The Employee may cash out vacation time on the same terms and conditions as established by the City for other management employees.

(D) Employee shall be entitled to 12 days of sick leave and 8 days of administrative leave with pay per year. Employee may not cash out unused sick leave upon termination of this Agreement. Administrative leave is prorated and Employee shall receive 4 and 1/3 days administrative leave for the \*2003-04\* fiscal year. Except as expressly provided in this Agreement, Employee's use and accrual of sick and administrative leave shall be governed by the Rules.

(E) Employee shall be exempt from paid overtime compensation and from Social Security taxes other than the mandatory Medicare portion of such taxes.

(F) Employee shall be entitled to eleven and one-half-holidays per year pursuant to City policy and to one floating holiday per year. Except as expressly provided in this Agreement, Employee's holidays shall be governed by the Rules.

(G) The City will pay for Employee's memberships in the Calabasas Tennis & Swim Center and the Agoura Hills / Calabasas Community Center while employed by City.

(H) The City will provide Employee short-term and long-term disability insurance on the same terms as such insurance is provided to department heads of the City. The City will provide Employee with life insurance in the amount of 1 and one-half times his annual salary with Employee to name the beneficiary. The City will pay the premium for Employee and his household members to participate in the City's Employee Assistance Program.

#### 14. General Provisions.

(A) The parties agree to fully comply with Government Code sections that are part of AB 1344 and other applicable law as it relates to reimbursement by an employee upon conviction of a qualifying crime or abuse of office as defined, including the following:

- (1) Gov't Code sec. 53243. Reimbursement of paid leave salary required upon conviction of crime involving the office or position.
- (2) Gov't Code sec. 53243.1. Reimbursement of legal criminal defense upon conviction of a qualifying crime involving the office or position.
- (3) Gov't Code sec. 53243.2. Reimbursement of cash settlement upon conviction of a qualifying crime involving the office or position.
- (4) Gov't Code sec. 53243.3. Reimbursement of non-contractual payments upon conviction of a qualifying crime involving the office or

position.

(5) Gov't Code sec. 53243.4 Abuse of office or position defined.

(B) This Agreement constitutes the entire agreement between the parties. City and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Employee, approved by the City Council, and executed on behalf of the City.

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

(D) This Agreement may be terminated by either party with 10 days notice and with or without cause ~~subject only to the requirements of paragraph 14 below regarding severance~~. Notice of termination to City shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to City as follows:

Mayor  
City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302.

With a courtesy copy to:

Scott H. Howard  
Colantuono Highsmith & Whatley,  
790 E. Colorado Blvd Ste. 850  
Pasadena, CA 91101-2109.

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2<sup>nd</sup>) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given. Notwithstanding the forgoing, this Agreement shall automatically terminate on the death or permanent disability of Employee and Employee agrees to make best efforts to give City not less than 10 days' written notice of his resignation.

(E) If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

(F) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the City and the City shall be free to enforce any term or

condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.

15. Severance. If City terminates this Contract without cause, as defined in this paragraph, then City shall pay Employee severance equal to six months' salary plus one month's salary, in the amounts in effect at the time the notice of termination is given, for each full year of service to the City which Employee has completed as of the termination date, not to exceed an amount equal to twelve months' salary. The City shall have cause to terminate Employee without payment of severance under this paragraph 15 if Employee engages in any of the following conduct: theft or destruction of City property; conviction of a felony, or of a misdemeanor adversely reflecting on Employee's fitness to perform assigned duties; unauthorized absence from employment or abuse of leave privileges; reporting for work, or being at work, under the influence of, or in the possession of, alcoholic beverages, or non-prescribed "controlled substances" as that term is defined in the federal Comprehensive Drug Abuse Prevention and Control Act of 1970 as amended to date (excluding possession of alcoholic beverages in compliance with the Rules); improper or unauthorized use of City funds or City property; acceptance by Employee of any valuable consideration from any person or entity other than the City for the regular performance of Employee's duties; or engaging in harassment prohibited by state or federal law.

IN WITNESS WHEREOF the parties have executed this Thirteenth Amended Agreement as of the day and year first above written.

**EMPLOYEE**

\_\_\_\_\_  
Anthony M. Coroalles

**CITY OF CALABASAS**

ATTEST:

\_\_\_\_\_  
Maricela Hernandez , MMC  
CITY CLERK

\_\_\_\_\_  
Fred Gaines  
MAYOR

Approved as to form:

\_\_\_\_\_  
Scott H. Howard  
Colantuono Highsmith & Whatley  
CITY ATTORNEY