

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 9th of January, by and between the CITY OF AGOURA HILLS, State of California, a Municipal Corporation, herein called the "CITY", and Amy Brink, an individual, hereinafter called "EMPLOYEE"

RECITALS

- A. Employee has been employed as a Recreation Manager in the Community Services Department of City.
- B. The City desires to employ the services of Employee, and Employee desires to accept employment as Community Services Director for the City of Agoura Hills.
- C. The City desires to:
 - (1) Retain the services of Employee and provide inducement for her to remain in such employment;
 - (2) Make possible full work productivity by assuring Employee's future security;
 - (3) Encourage the highest standard of fidelity and public service on the part of the Employee; and
 - (4) Provide a just means for terminating Employee's services at such time as she may be unable fully to discharge her duties, or when City may desire otherwise to terminate her employment.
- D. The parties intend that this Agreement will continue their employment relationship without interruption.
- E. The parties further desire to establish certain benefits and certain conditions of the Employee's employment, as provided in this Agreement.

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

- 1. Duties
City agrees to employ Employee as Community Services Director for the City to perform the duties and functions specified in the Agoura Hills Municipal Code, and all relevant resolutions, rules, regulations, procedures and state codes; the applicable job description and such other legally permissible and proper duties and functions as the City Manager or designee may from time to time assign.
- 2. Term
Unless sooner terminated as provided in this Agreement, the Initial Term shall be for a period of twelve (12) months commencing on January 9, 2006, and continuing to January 8, 2007 ("Termination Date"). This Agreement shall automatically renew as provided herein unless the City gives Employee timely notice of non-renewal. The City must give Employee written notice of non-renewal at least sixty (60) calendar days prior to the initial Termination Date or any succeeding Termination Date.

Unless such notice of non-renewal is timely given, this Agreement shall automatically renew for an additional one-year term, and a new Termination Date shall be accordingly established.

3. Termination and Resignation

- a. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager or designate to terminate the services of the Employee at any time, subject only to the provisions contained in Paragraph (d) of this Section 3 of this Agreement and the applicable section(s) of the City of Agoura Hills Municipal Code, if any.
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with City, subject only to Employee providing sixty (60) days prior written notice to the City.
- c. Notwithstanding the provisions of Paragraph (a) of this Section 3, in the event Employee is terminated for “cause,” then the City may terminate this Agreement immediately and Employee shall be entitled only to the compensation accrued to the date of termination. As used in this section, “cause” shall mean any of the following:
 - (1) Conviction of any felony.
 - (2) Conviction of a misdemeanor arising directly out of the Community Services Director’s duties pursuant to the Agreement.
 - (3) Willful abandonment of duties.
 - (4) Failure to perform.
- d. In the event that Employee is terminated by the City Manager or designate at any time that Employee is still willing and able to perform the duties of Community Services Director, and the termination is without cause as “cause” is defined in paragraph (c) above, then in that event City shall pay Employee severance pay equal to two (2) month’s base salary. If Employee resigns her employment with City, she shall not be entitled to any severance pay as provided for in this Agreement.
- e. Notwithstanding any other provision or the term of this Agreement, the maximum severance that Employee may receive under this Agreement, as a result of termination, shall not exceed the limitations provided in Government Code §§ 53260–53264.

4. Salary

City agrees to pay Employee for the services required by this Agreement an initial monthly base salary of \$5,362 per month payable on the City’s regular pay days. The initial monthly base salary is calculated at 75% of step 1 of salary range #555. Thereafter, Employee shall be compensated at 75% of the applicable step of the salary range to which her classification is assigned pursuant to City Council action.

Employee will be entitled to any cost of living adjustments and or merit advancement authorized by action of the City Council for other management employees without this Agreement having to be amended.

5. Hours of Work

Employee's duties may involve expenditures of time in excess of the applicable overtime threshold for non-exempt employees, and may also include time outside normal hours such as attendance at City Council meetings. Employee shall be exempt from paid overtime compensation. Employee's salary includes compensation for all hours worked and no additional compensation is due, regardless of the number of hours worked.

6. Management, Retirement, Leave and Insurance Benefits

a. Generally.

Except as expressly provided or limited in this Agreement, Employee will be eligible for the management benefits outlined in the compensation and benefits resolution or resolutions of the City Council, as applicable to management employees of the City, as amended from time to time. The City reserves the right to modify, change or discontinue any benefit, including any plan or program, to the maximum extent permitted by law. Any modification, change or discontinuance, including any improvement or new benefit, shall apply to Employee to the same extent it is applied to other management employees of City without this Agreement having to be amended.

b. Retirement.

During the term of this Agreement, Employee shall receive the same Public Employees' Retirement System ("PERS") benefits provided to other City employees, per the applicable benefits resolution and the City's contract with PERS.

c. Medical and other Insurance.

During the term of this Agreement, Employee has declined to receive, medical, dental and vision insurance as provided to other City employees. Employee will be eligible to receive short and long term disability, life and accidental death and dismemberment insurance as provided to other management employees of City, as determined on the basis of salary as determined under this Agreement and subject to the terms of the applicable plan documents.

d. Holiday Leave.

During the term of this Agreement, Employee shall receive the same paid holidays provided to other management employees of City and Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday. Also, Employee shall not be entitled to a floating or substitute holiday, even if Employee was not expected or scheduled to work on the day a particular holiday is observed by other management employees of City.

- e. Vacation Leave.
Vacation shall be scheduled at the convenience of and with the approval of the City Manager or designate. Employee shall be entitled to vacation accrual at 75% of the rate applicable to management employees of City, pro-rated and credited each pay period. Employee may accumulate to a maximum of 75% of the limit applicable to management employees of City. Once the Employee reaches the maximum vacation leave accrual, the Employee shall cease to accrue any further vacation leave until the amount of accumulated leave falls below the maximum.
 - f. Sick Leave.
During the term of this Agreement, Employee shall be entitled to sick leave accrual at 75% of the rate applicable to management employees of City, pro-rated and credited each pay period. Employee may accumulate sick leave in the same manner as other employees, notwithstanding, any cash conversion option or maximum accrual limit shall be at 75% of the limit applicable to management employees of City.
 - g. Management Leave.
During the term of this Agreement, Employee shall be eligible for 67.5 hours of management leave.
 - h. Deferred Compensation.
During the term of this Agreement, Employee shall be eligible to participate in the "457" deferred compensation plan maintained by City, as provided in the applicable plan document. Employee will be eligible to receive City matching contributions to deferred compensation in the same per cent and subject to the same procedures applicable to other management employees of City.
 - i. Auto Allowance
During the term of this Agreement, Employee shall be eligible to receive a car allowance not to exceed \$200 per month at the discretion of the City Manager or designate.
 - j. Outstanding Performance Pay.
During the term of this Agreement, Employee will be eligible for annual outstanding performance pay of not more than 5% of annual salary at City Manager's discretion, per the applicable City Council resolution.
7. Memberships.
City agrees to pay Employees' memberships in standard professional associations and Employee shall have reasonable right to attend meetings of such associations at City expense if such meetings are conducted within the State of California. However, memberships and meeting attendance expenses shall not exceed amounts authorized by the City Council and pre-approved by the City Manager or designate.
8. General Expenses.
City recognizes that certain expenses of a non-personal and job affiliated nature may be incurred by Employee. City agrees to reimburse Employee for reasonable and

necessary expenses that are submitted to the City for approval and which are supported by adequate documentation. Employee shall submit such reimbursement requests in the form and within the time limits generally applicable to City employees or as otherwise established by rule, regulation or policy.

9. Other Terms and Conditions of Employment.

The City Manager or designate 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 provisions of this Agreement, the Municipal Code, or other applicable law. In addition, except as otherwise provided in this Agreement, employee shall be subject to City's generally applicable rules and policies, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace, as they presently or in the future may exist.

10. General Provisions.

- a. Integration. The text herein shall constitute the entire agreement between the parties. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. This Agreement may only be amended in writing, signed by the parties.
- b. Severability. If any provision or portion hereof contained in this Agreement is held unconstitutional, invalid or unenforceable the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.
- c. Effective Date. This Agreement shall be effective on the 9th day of January, 2006.
- d. Employee's Independent Review. Employee acknowledges that she has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that she has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents or employees other than those expressly set forth in this Agreement.

[Signatures on Following Page.]

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

Amy Brink, Employee

CITY OF AGOURA HILLS

By _____
Greg Ramirez, City Manager