

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY  
OF ALISO VIEJO AND DAVID A. DOYLE**

This First Amendment is made and entered into between DAVID A. DOYLE (“Doyle”) and THE CITY OF ALISO VIEJO (“City”) in order to modify, in writing, the terms and conditions of the City’s employment of Doyle.

**WHEREAS**, the City and Doyle entered into an “Employment Agreement” dated December 18, 2013 (“Employment Agreement”); and

**WHEREAS**, Section IV(B) of the Employment Agreement provides, in part, that the City Council may increase Doyle’s base salary and/or other benefits based on Doyle’s performance as the City Council deems appropriate; and

**WHEREAS**, the City Council has concluded its annual evaluation of Doyle; and

**WHEREAS**, as a result of the evaluation, the City and Doyle desire to amend the compensation and benefits as set forth herein, while leaving all other terms of the Employment Agreement the same.

**NOW THEREFORE, IT IS HEREBY AGREED** as follows:

**Section 1.** The City and Doyle mutually desire to amend Section IV(A) of the Employment Agreement as follows:

“A. Effective July 1, 2015, City agrees to pay Doyle for his services rendered hereto an annual base salary of \$197,400 payable in installments at the same time as other employees of the City are paid.”

**Section 2.** The City and Doyle mutually desire to add the following to Section IV(E) of the Employment Agreement:

“Doyle will be provided a City paid Fastrack transponder for toll roads for City-related business.”

**Section 3.** The City and Doyle mutually desire to amend Section V of the Employment Agreement to include the following:

“Doyle shall be further entitled to receive an additional eighty (80) hours of Administrative Leave per fiscal year. The Administrative Leave is provided in recognition of the substantial hours expended on City business beyond regular business hours by Doyle. Administrative Leave time must be used during the fiscal year it is granted, does not carry

over from year to year and will not be cashed out upon separation from employment with the City.”

**Section 4.** Severability

If any provision of this First Amendment to the Employment Agreement, shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of the First Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

**Section 5.** Effect on Employment Agreement

Except as amended by this First Amendment, all provisions of the Employment Agreement shall remain in full force and effect and shall govern the actions of the City and Doyle under this First Amendment.

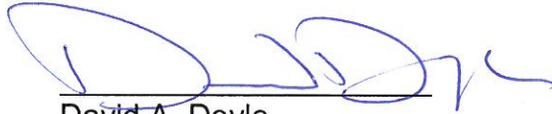
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the 19th day of August, 2015.

BY CITY:



William Phillips  
Mayor

BY DOYLE:



David A. Doyle

APPROVED AS TO FORM:



Scott C. Smith, City Attorney

## EMPLOYMENT AGREEMENT

This Agreement is made and entered into on Dec. 18, 2013, effective on February 10, 2014, by and between the City of Aliso Viejo, a municipal corporation, hereinafter referred to as "City" and David A. Doyle, hereinafter referred to as "Doyle."

### RECITALS

1. City desires to employ the services of Doyle as its City Manager to perform the duties of that office, the same as are provided in Chapter 2.06 of the Aliso Viejo Municipal Code ("AVMC") as it may from time to time be amended.
2. It is the desire of the City Council to provide certain compensation and benefits, establish certain conditions of employment, and set forth working conditions for Doyle.
3. It is the desire of the City Council to secure and maintain the services of Doyle and provide inducement for him to remain in such employment; to make possible full work productivity by assuring Doyle's morale and peace of mind with respect to future security; to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Doyle; and to provide a means for terminating Doyle's services at such a time as he may be unable to discharge the duties of the office or when the City may desire to otherwise terminate his employment.
4. Doyle desires to accept employment as the City Manager of the City of Aliso Viejo.

**NOW, THEREFORE, IN CONSIDERATION OF PERFORMANCE BY THE PARTIES OF THE COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

### **SECTION I DUTIES**

City engages Doyle as City Manager to perform the functions and duties specified in Article 7 of the AVMC as referred to in recital 1 hereinabove and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

### **SECTION II TERM AND EXTENSION**

A. This Agreement shall be for three (3) years effective from February 10, 2014, through February 9, 2017, unless terminated in accordance with Section III, paragraphs A or C, and Chapter 2.06 of the AVMC as codified on the date of termination. On June 30, 2015, the term of this Agreement shall automatically be extended through June 30, 2017. On July 1, 2017 and on each succeeding July 1 while this Agreement is in effect, this Agreement shall be automatically extended for one additional year unless prior to such date by a majority vote of the entire City Council in attendance at any lawfully called meeting, the City declares its intention not to extend this Agreement for one

additional year. Such decision shall not constitute a termination for purposes of Section III of this Agreement. In any event, during the 120-day period immediately preceding or following the date of a regular or special municipal election, the Council shall take no action, whether immediate or prospective, to remove, suspend, request the resignation of, or reduce the salary of Doyle. The City acknowledges that this period is longer than that specified in Chapter 2.06 of the AVMC, but provides said period as an additional inducement for Doyle to enter into this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Doyle at any time, with or without cause, subject to the notice provisions set forth in Section III, paragraph A of this Agreement, the time limits specified in Section II of this Agreement, and Chapter 2.06 of the AVMC as codified on the date of termination.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of Doyle to resign at any time from his position with the City, subject only to the provisions set forth in Section III, paragraph C of this Agreement.

D. Doyle agrees to remain in the exclusive employ of the City, and shall not become employed by any other employer, until this Agreement is terminated by the City according to the provisions set forth in Section III, paragraph A, or is terminated by Doyle in accordance with Section III, paragraph C. The term "employed" shall not be construed to include teaching, writing, consulting, or pursuing other vocational interests performed outside of normal business hours which may occasionally pay a stipend or wage.

### **SECTION III                    TERMINATION AND SEVERANCE PAY**

A. Doyle shall serve at the will and pleasure of the City Council and may be removed from office (terminated) at any time for any reason, consistent with the time limits and procedures set forth in this Agreement and Chapter 6.04 of the AVMC as codified on the date of termination. Doyle will be provided thirty (30) days written notice of any decision by the City Council to terminate his employment; except that Doyle will not be entitled to such notice if Doyle is terminated because of his conviction of any illegal act involving personal gain or is convicted of any felony or any misdemeanor involving moral turpitude (except minor traffic offenses).

B. In accordance with Section III, paragraph A above, upon termination by the City Council, Doyle shall be entitled to a lump sum cash payment equal to six (6) months annual base salary; and six (6) months city-paid medical, dental, and vision coverage; provided however, that in the event Doyle is terminated because of his conviction of any illegal act involving personal gain or is convicted of any felony or any misdemeanor involving moral turpitude (except minor traffic offenses), then, in that event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph, nor will the City's decision to terminate be subject to the time limit in Section II above or the notice requirements of Section III, paragraph A above. Doyle shall be paid for all accrued and unused vacation and annual leave balances.

C. If Doyle desires to resign his position with the City, he will provide the City Council with at least thirty (30) days written notice. In the event Doyle resigns his employment with the City, Doyle shall not be entitled to any severance pay except as specified in Section III, paragraph D below. However, Doyle shall be paid for all accrued and unused vacation and annual leave balances.

D. In the event at any time during the employment term the City (1) reduces the salary or other financial benefits of Doyle in a greater percentage than an applicable across-the-board reduction for all City employees, (2) refuses, following written notice to comply with any other provision of this Agreement or Chapter 2.06 of the AVMC benefiting Doyle, or (3) requests the resignation of Doyle and Doyle resigns due to that request, Doyle will be deemed "terminated" and be eligible for the severance pay provision of this contract.

E. Pursuant to Government Code section 53243, et seq. which became effective on January 1, 2012, if Doyle is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if Doyle is provided with administrative leave pay pending an investigation, Doyle shall be required to fully reimburse such amounts paid; (2) if City pays for the criminal legal defense of Doyle (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Doyle shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Doyle may receive from City shall be fully reimbursed to City. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

#### **SECTION IV            COMPENSATION**

A. City agrees to pay Doyle for his services rendered pursuant hereto an annual base salary of One Hundred Eighty-Eight Thousand (\$188,000) payable in installments at the same time as other employees of the City are paid.

B. In addition, at the beginning of each fiscal year, City agrees to increase said base salary and/or other benefits of Doyle including, but not limited to deferred compensation or performance bonus of up to seven percent (7%), in such amounts and to such an extent as the City Council may determine that it is desirable to do so on the basis of an annual performance review and annual salary review of Doyle conducted between May 1 and June 30 of each calendar year or at such time preceding the beginning of the fiscal year as the City Council may determine. Such increases shall be effective July 1 of the same fiscal year, with eligibility first occurring in July 2015.

C. City agrees it will conduct a modified annual performance review of Doyle in August, 2014, and thereafter an annual performance review in concert with an annual salary review in accordance with Section IV, paragraph B above between May 1 and June 30 of each year.

D. City and Doyle agree that, within the first 45 days of this Agreement and thereafter annually, the City Council and Doyle shall jointly define such goals and performance objectives which they determine necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and the City Council and Doyle shall establish the relative priority among those various goals and objectives. The prioritized policy objectives shall be reduced to writing, thereby forming the basis of Doyle's annual evaluation. Said goals and objectives shall be obtainable generally within the time limits as specified in the annual operating and capital budgets and appropriations approved by the City Council.

E. The City shall pay to Doyle the sum of Five Hundred Dollars (\$550) per month as an automobile allowance and a cell phone allowance of One Hundred Fifty Dollars (\$150) per month.

F. City agrees to pay for comprehensive medical, optical, dental, life and long-term disability insurance for Doyle and his dependents upon the same conditions as other employees generally. City agrees to pay for Public Employees Retirement System ("PERS") on behalf of Doyle at the same rate and upon the same conditions as other employees generally, which currently includes City's payment of the PERS employee contribution. City agrees that Doyle qualifies as a "Classic" employee (2% at 55 formula) under PERS.

G. City agrees to budget and to pay professional tuition, dues, subscriptions, travel and related expenses of Doyle as determined by the City Council necessary for Doyle's 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 the City. In addition, City shall reimburse Doyle for all actual and necessary expenses incurred by him in the performance of his official duties.

## **SECTION V LEAVE**

Doyle shall be entitled to receive two-hundred and forty (240) hours of vacation/administrative leave annually effective February 10, 2014 and on every anniversary date thereafter that this Agreement is in effect. City agrees to pay to Doyle any banked but unused vacation/administrative leave on each anniversary date (February 10th) of this Agreement.

## **SECTION VI OTHER TERMS AND CONDITIONS**

A. The City Council shall fix any other terms and conditions of employment, as it may determine from time to time, relating to performance of Doyle, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Article 7 of the AVMC or any other applicable laws.

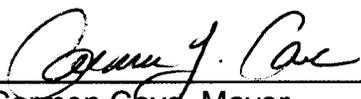
B. All provisions of City ordinances and regulations and rules of City relating to holidays, retirement programs, and working conditions as they now exist or hereafter may be amended, also apply to Doyle in the same manner as other employees of City in addition to said benefits enumerated specifically for the benefit of Doyle, except as herein provided.

**SECTION VII            GENERAL PROVISIONS**

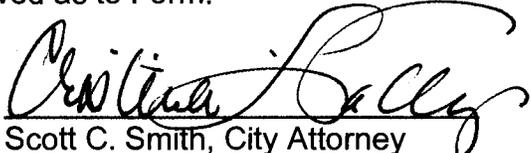
- A.     The text herein shall constitute the entire agreement between the parties.
- B.     This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Doyle.
- C.     This Agreement may be amended only in writing by mutual agreement of the City and Doyle.
- D.     Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.
- E.     City shall indemnify and pay the cost of defending Doyle for any tort, professional liability claim or other legal action, whether groundless or otherwise, arising out of the scope of Doyle's duties.
- F.     If any provision, or any portion thereof, contained in this agreement is held to be 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.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by its Mayor and approved as to form by its City Attorney and Doyle has signed and executed this agreement, both in duplicate, as of the date first written above.

**CITY:**

By:   
Carmen Cave, Mayor

Approved as to Form:

By:   
for Scott C. Smith, City Attorney

**DOYLE:**

By:   
David A. Doyle