



**City Council Agenda Report**  
**Meeting Date:** August 6, 2013  
**Department:** City Attorney

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**SUBJECT:**

CITY MANAGER EMPLOYMENT AGREEMENT

**RECOMMENDED ACTION(S):**

Approve the Second Amendment to the City Manager Agreement for Employment and authorize the Mayor to execute and the City Clerk to attest the document.

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**EXECUTIVE SUMMARY:**

The City Council recently completed its annual performance evaluation of Robert C. Dunek. Mr. Dunek has served as Lake Forest's City Manager since 1995. The Second Amendment to Mr. Dunek's contract (Attachment 1) includes a base salary adjustment for Mr. Dunek's, effective July 1, 2013. The amendment also includes additional provisions required under the Government Code. Mr. Dunek's benefits remain the same, as do the contract's description of his duties, term, and other conditions of employment.

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**FISCAL IMPACT:**

Effective July 1, 2013, the Amendment provides for a salary increase of 3%, to an annual salary of \$247,876.

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**ATTACHMENTS:**

Second Amendment to City Manager Agreement for Employment

Submitted By: Scott C. Smith, City Attorney  
Approved By: Robert C. Dunek, City Manager

# ATTACHMENT

**SECOND AMENDMENT TO AGREEMENT FOR EMPLOYMENT  
CITY MANAGER**

This Second Amendment to the “Agreement for Employment, City Manager” is made and entered into between Mr. Robert C. Dunek, hereinafter referred to as “Dunek” or “Manager” and the City of Lake Forest, a California general law municipal corporation of the State of California, hereinafter referred to as “City,” in order to modify, in writing, the terms and conditions of the employment of Dunek by the City.

WHEREAS, the City and Mr. Dunek entered into an “Agreement for Employment, City Manager” dated September 6, 2011, which was effective on July 1, 2011, hereinafter referred to as the “Employment Agreement;” and

WHEREAS, the City and Dunek executed the First Amendment to the “Agreement for Employment, City Manager” on July 17, 2012, which was retroactively effective on July 9, 2012; and

WHEREAS, Section 2(B) of the Employment Agreement provides, in part, that the City may increase Dunek’s base salary by written amendment to the Employment Agreement; and

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

WHEREAS, as a result of the evaluation, the City and Dunek desire to amend Section 2(A) of the Employment Agreement related to Base Salary as set forth herein; and

WHEREAS, this amendment also addresses recent enactments in the California Government Code at Sections 53243, 53243.1, and 53243.2 require the inclusion of additional contractual provisions related to occasions where an official might be convicted of abuse of office or position;

NOW THEREFORE, IT IS HEREBY AGREED as follows:

**1. Amendment of Employment Agreement**

The City and Dunek mutually desire to amend Section 2, Paragraph A of the Employment Agreement in its entirety as follows:

“A. Effective July 1, 2013, the City shall pay Manager an annual Base Salary of two hundred forty seven thousand eight hundred and seventy six dollars (\$247,876) in installments at the same time as other executive management employees (department heads) of City are paid.”

In accordance with California Government Code Section 53243, et seq., the City and Dunek mutually desire to add Paragraph G to Section 3 of the Employment Agreement to read as follows:

“G. Pursuant to Government Code section 53243, et seq., if Dunek is convicted of a crime involving an abuse of his office or position, as

defined below, all of the following shall apply upon final conviction: (1) if Dunek is provided with administrative leave pay pending an investigation, Dunek shall be required to fully reimburse such amounts paid and (2) if City, in its discretion, pays for the criminal legal defense of Dunek, Dunek shall be required to fully reimburse such amounts paid. For purposes of 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 as those crimes are specifically defined under specific provision of California statute, or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code or as specifically defined under separate provision of California statute."

**2. Severability**

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

**3. Effect on Employment Agreement**

This Second Amendment to the Employment Agreement shall affect only the sections referred to herein, and all other terms and conditions of the Employment Agreement between the City and Mr. Dunek, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 6<sup>th</sup> day of August, 2013.

CITY OF LAKE FOREST:

  
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Scott Voigts  
Mayor

ROBERT C. DUNEK:

  
\_\_\_\_\_  
Robert C. Dunek  
City Manager

ATTEST:

  
\_\_\_\_\_  
Stephanie D. Smith, CMC  
City Clerk

APPROVED AS TO FORM:

  
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Scott C. Smith, City Attorney