

CITY OF CORONA
SIXTH AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY ATTORNEY/LEGAL & RISK MANAGEMENT DIRECTOR)

1. PARTIES AND DATE.

This Sixth Amendment to the Employment Agreement for Non-Represented Employee (“Sixth Amendment”) is made and entered into this 21st day of July 2021 by and between the CITY OF CORONA (“City”) and DEAN DERLETH (“Employee”). City and Employee may sometimes individually be referred to as “Party” and collectively as “Parties” throughout this Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Employee entered into that certain Employment Agreement for Non-Represented Employee dated on or about December 19, 2012, whereby City agreed to employ Employee and Employee agreed to accept employment as City Attorney (“Original Agreement”).

2.2 First Amendment. City and Employee entered into that certain First Amendment to Employment Agreement for Non-Represented Employee dated on or about June 5, 2012, to extend some voluntary reductions in benefits, to account for Employee paying his eight percent (8%) PERS contribution, to account for an approximate corresponding increase in base pay, and to make other changes related to certain statutory provisions and certain clean-up and clarifying revisions, including a change in the form used for terminations without cause (“First Amendment”).

2.3 Second Amendment. City and Employee entered into that certain Second Amendment to Employment Agreement for Non-Represented Employee dated on or about June 3, 2015, to incorporate a new provision for executive leave by incorporating by reference the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, approved by the City Council as Resolution No. 2015-019 on June 3, 2015, to provide a one-time payment which is being provided to all CGEA, CSA, Executive Group and Management/Confidential Group employees, and to clarify Employee’s voluntary reduction in deferred compensation benefits (“Second Amendment”).

2.4 Third Amendment. City and Employee entered into that certain Third Amendment to Employment Agreement for Non-Represented Employee dated on or about

December 16, 2015, to update the title for Employee's position to "City Attorney/Legal & Risk Management Director" effective July 1, 2015 ("Third Amendment").

2.5 Fourth Amendment. City and Employee entered into that certain Fourth Amendment to Employment Agreement for Non-Represented Employee dated on or about November 14, 2017, to update certain benefits and reduce certain benefits and other provisions by incorporating by reference the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, approved by the City Council as Resolution No. 2017-131 on December 20, 2017, to extend Employee's voluntary waiver of a January 1, 2017 increase in annual leave accrual authorized under the Agreement and in the future utilize the annual leave accrual schedule authorized by the Executive Group Employee Resolution, and to increase Employee's July 1, 2016 voluntary twenty percent (20%) reduction in deferred compensation match by eliminating the \$1,000 per month deferred compensation match authorized under the Agreement and in the future utilize the deferred compensation match amount authorized by the Executive Group Employee Resolution ("Fourth Amendment").

2.6 Fifth Amendment. City and Employee entered into that certain Fifth Amendment to Employment Agreement for Non-Represented Employee dated on or about June 5, 2019, to provide additional one-time payments which are being provided to all Corona Supervisors Association, Executive Group and Management/Confidential Group employees, by incorporating by reference the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, approved by the City Council as Resolution No. 2019-012 on June 5, 2019. The Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment may be collectively referred to herein as the "Agreement".

2.7 Sixth Amendment. City and Employee desire to amend the Agreement for the sixth time to provide an additional one-time payment equal to two percent (2%) of Employee's base salary, which is also being provided to all Executive Group and Management/Confidential Group employees.

3. TERMS.

3.1 One-Time Payment. Section 3.3.3 is hereby added to the Agreement to read as follows:

"3.3.3 One-Time Payment. City shall make a one-time lump sum payment to Employee equal to two percent (2%) of the Employee's base salary, which shall not be pensionable compensation. The one-time payment authorized by this section shall be paid on the first full pay period following approval of this Sixth Amendment."

3.2 Continuing Effect of Agreement. Except as amended by this Sixth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Sixth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, Fifth Amendment and this

Sixth Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Sixth Amendment.

3.4 Counterparts. This Sixth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.5 Assistance of Counsel. Each Party to this Sixth Amendment warrants to the other Party that it has either had the assistance of counsel (other than Employee) in negotiation for, and preparation of, this Sixth Amendment or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON THE NEXT PAGE]

SIGNATURE PAGE FOR
SIXTH AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
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IN WITNESS WHEREOF, the Parties have entered into this Sixth Amendment to Employment Agreement for Non-Represented Employee as of the 21st day of July 2021.

CITY OF CORONA

By: _____
Jacque Casillas
Mayor

ATTEST: _____
Sylvia Edwards
City Clerk

EMPLOYEE

By: _____
Dean Derleth