

**FIRST AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This First Amendment To The City Manager Employment (“**First Amendment**”) is entered into as of December 11, 2019, by and between the City of Eastvale, a municipal corporation (“**City**”), and Bryan Jones, and individual (“**Manager**”).

RECITALS

WHEREAS, on November 15, 2018, the City and Manager entered into the City Manager Employment (“**Employment Agreement**”); and

WHEREAS, the City Council recently conducted an annual performance evaluation of Manager and provided Manager with an “outstanding” performance evaluation for the past year; and

WHEREAS, the City Council wishes to continue to retain Manager to serve in the position of City Manager and make certain amendments to the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the above recitals are true and correct.

2. **Term.** Section 1, paragraph A, of the Employment Agreement is hereby amended and restated, in its entirety, to read as follows:

“A. **Term.** Manager’s employment under this Agreement commences on November 15, 2018. This Agreement shall have a term of four years, commencing on November 15, 2018 and ending on November 14, 2022, (the “**Term**”) unless earlier terminated pursuant to Sections 7 or 8 of this Agreement. Nothing in this Agreement shall be construed as limiting or otherwise interfering with the right of the City to terminate the services of Manager at any time, subject to the provisions set forth in Section 7 of this Agreement. Nothing in this Agreement shall be construed as limiting or otherwise interfering with the right of Manager to resign at any time from this position with City, subject only to the provisions set forth in Section 8 of this Agreement.”

3. **Termination Without Cause.** Section 7, paragraph A, of the Employment Agreement is hereby amended and restated, in its entirety, to read as follows:

“A. **Termination Without Cause.** City reserves the right to terminate this Agreement and Manager’s employment at any time, without cause or advance notice. Notice of termination without cause shall be provided to Manager, in writing, in closed session with a majority of City Council present. In the event Manager is terminated by the City Council without cause or

advance notice, consistent with Government Code sections 53260 and 53261, City agrees to pay Manager a lump sum cash payment equal to six (6) months' aggregate base salary plus payment and continuation of Manager's health insurance benefits for the same amount of time or until Manager finds other employment ("Severance Pay"). The Severance Pay shall be calculated based on Manager's then current salary and health insurance benefits. Beginning on November 15, 2020 and annually thereafter, one (1) month shall be added to Manager's Severance Pay. Notwithstanding the foregoing, Manager's Severance Pay shall not exceed nine (9) months or the amount of the Term left on the Employment Agreement at the time of termination, whichever is less. Manager must sign, delivers to the City Council, and not revoke, the General Release Agreement in the form attached hereto as Exhibit B ("Release Agreement") to receive Severance Pay. The then-seated Mayor of the City is authorized to countersign the Release Agreement on behalf of the City, provided it is duly executed by Manager and is substantially in the form attached hereto as Exhibit A. In addition, if City terminates this Agreement without cause City will cash out Manager's accrued, but unused, leaves as required by law and the City's Personnel Policies and Procedures."

4. Governing Law. This First Amendment shall be construed and enforced in accordance with and governed by the laws of the State of California.

5. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Agreement to Remain in Effect. Except as expressly amended by this First Amendment, the underlying terms and conditions of the Agreement shall remain in effect.

7. References. All references to the Employment Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Employment Agreement, unless expressly stated to the contrary in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first referenced above.

Date: 12-11-19

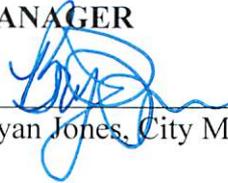
CITY OF EASTVALE



Brandon Plott, Mayor

Date: 12-11-19

MANAGER



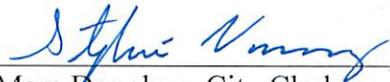
Bryan Jones, City Manager

APPROVED AS TO FORM:



Erica Vega, City Attorney

ATTEST:



for Marc Donohue, City Clerk