



CITY OF ESCONDIDO  
AT WILL EMPLOYMENT AGREEMENT  
FIRST AMENDMENT

Between: CITY OF ESCONDIDO  
201 N. Broadway  
Escondido, California 92025  
("Employer")

And: Jeffrey R. Epp, Esq.  
Post Office Box 58  
Escondido, CA 92033  
("Employee")

Witness that whereas:

- A. Employer and Employee wish to enter into a First Amendment to Employment Agreement providing for Employee to continue serving as the City Attorney for the City of Escondido, as provided by the California Government Code and Chapter 2, Article 3 of the Escondido Municipal Code; and
- B. Employee has been employed by Employer pursuant to a contract ("2013 Agreement"), and it is the mutual intent of the parties to amend the 2013 Agreement effective January 1, 2016; and
- C. It is the desire of the Employer to provide certain benefits and establish certain conditions of employment of the Employee for the purpose of securing and retaining the services of the Employee; and
- D. Employee desires to continue to be employed as the City Attorney for the City of Escondido.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. Section 2 of the 2013 Agreement is deleted in its entirety and replaced with the following:

This Agreement shall be effective as of January 1, 2016 and shall terminate as provided elsewhere in this Agreement.

2. Section 4 of the 2013 Agreement shall be amended to add subsection (g) which shall read as follows:

Effective on the date of this First Amendment, Employee shall receive 20 days worth of management leave hours, which shall be in addition to any other leave hours provided to Employee.

3. Section 6(a) of the 2013 Agreement is amended to read as follows:

Employer shall offer to Employee and, subject to Employee's exercise of his right to accept or decline severance benefits as set out below, shall pay benefits but excluding other benefits provided by this Agreement, for a period of three hundred sixty five (365) days from the date of termination. Such severance benefits shall be paid in addition to payment of any accrued vacation, sick leave, or management leave otherwise payable to Employee.

4. Section 9 of the 2013 Agreement is deleted in its entirety.

5. Except as expressly identified above, all other terms and conditions of the 2013 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Escondido has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk as authorized by Resolution 2015-205, and Employee has signed and executed this Agreement set forth below.

CITY OF ESCONDIDO

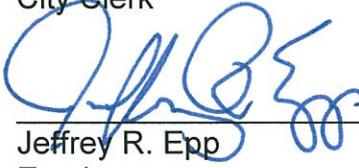
Date: 11-30-15

  
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Sam Abed  
Mayor

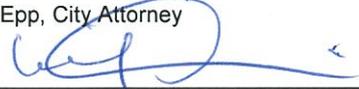
Date: 11-30-15

  
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Diane Halverson  
City Clerk

Date: Nov. 19, 2015

  
\_\_\_\_\_  
Jeffrey R. Epp  
Employee

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
Jeffrey R. Epp, City Attorney

By:   
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