

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN JOSEPH M. LEACH AND THE CITY OF DIXON

This First Amendment to the Employment Agreement ("First Amendment") is made and entered into on this 12th day of June, 2018 ("Effective Date"), by and between the City of Dixon ("City"), a municipal corporation, and Joseph M. Leach, an individual ("Employee"). Employer and Employee, to this First Amendment, may be referred to hereinafter as a "Party" or collectively as the "Parties". There are no other parties to this First Amendment.

RECITALS

- A. Employee began employment with the City on December 12, 2012.
- B. The Parties entered into an Agreement for Employment of City Engineer/Public Works Director on July 1, 2017 ("Agreement"), which provides the terms and conditions of Employee's employment.
- C. The Parties now desire to amend the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference and made a part of this First Amendment. In the event of any inconsistencies between the recitals and section 1 through 11 of this First Amendment, section 1 through 11 will prevail.

Section 2. Effect of Original Agreement. Except as otherwise provided herein, all provisions, defined terms, and obligations in the original Agreement remain in full force and effect. The Parties agree that they continue to be bound by all terms of the Agreement, except as modified by this First Amendment. All capitalized terms used in this First Amendment, which are not otherwise defined in this First Amendment, shall have the meanings given to such terms in the Agreement.

Section 3. Definition of Agreement. The Agreement, attached hereto as **Exhibit A** together with this First Amendment, collectively make and are defined together to collectively be the "Agreement".

Section 4. Amendments. The Agreement is amended as follows:

1. Section 3.5 of the Agreement, "Term," is amended to read as follows:

The term of this Agreement shall be for two (2) years from the Effective Date ("Term"). No later than three (3) months prior to the expiration of the Term, the City Manager shall provide written notice to Employee as to whether the City Manager intends to extend the Term.

2. Section 5.1 of the Agreement, "Base Salary," is amended to read as follows:

Effective the first pay period of July 2018, the City agrees to pay Employee an annual salary of One Hundred Fifty-Five Thousand Dollars (\$155,000), payable in installments at the same time that the other City employees are paid.

Effective the first pay period of July 2019, the City agrees to pay Employee an annual salary of One Hundred Sixty Thousand Dollars (\$160,000), payable in installments at the same time that the other City employees are paid.

3. Section 5.7 of the Agreement, "Deferred Compensation," is amended to read as follows:

To promote retention, and to reward longevity, the City shall provide a deferred compensation incentive to Employee. Effective the first full pay period of July 2018, Employee shall receive a City contribution for deposit into a deferred compensation retirement account. The City agrees to contribute a three percent (3%) match of Employee's base pay each pay period.

Section 5. Integrated Agreement. The Agreement, as modified by this First Amendment, contains all of the agreements of the Parties and all previous understandings, negotiations and agreements are integrated into the Agreement.

Section 6. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this First Amendment are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this First Amendment, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

Section 7. Counterparts. This First Amendment may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

Section 8. Authority. All Parties to this First Amendment warrant and represent that they have the power and authority to enter into this First Amendment and the names, titles and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements

necessary or required by the state or federal law in order to enter into this First Amendment had been fully complied with.

Section 9. Document Preparation. This First Amendment will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

Section 10. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this First Amendment with its own legal counsel and based upon the advice of that counsel, freely entered into this First Amendment.

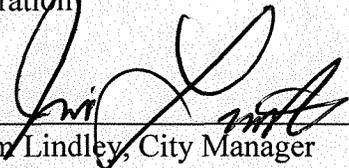
Section 11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this First Amendment, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action, or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this First Amendment has been entered into by and between Employer and Employee as of the Effective Date.

CITY:

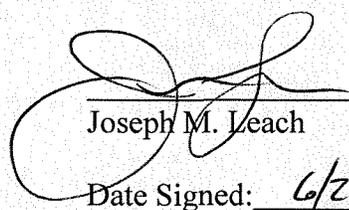
City of Dixon, a California municipal corporation

By: 
Jim Lindley, City Manager

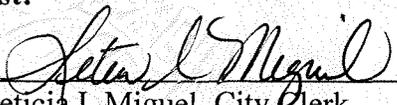
Date Signed: 7-11-18

EMPLOYEE

Joseph M. Leach, an individual


Joseph M. Leach
Date Signed: 6/29/18

Attest:

By: 
Leticia L. Miguel, City Clerk

Dated: 7-11-2018

Approved as to Form:

By: 
Douglas L. White, City Attorney

Dated: 7-10-18