



**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
THE TOWN OF APPLE VALLEY AND ITS TOWN MANAGER**

This SECOND AMENDMENT (hereinafter referred to as “Second Amendment”) is made and entered into by and between FRANK ROBINSON (hereinafter referred to as “Employee”) and the TOWN OF APPLE VALLEY, CALIFORNIA (hereinafter referred to as “Town”) as of and to be effective this 10th day of May, 2016, in order to amend, in writing, the terms and conditions of employment of the Town Manager.

WHEREAS, in or about February 2012, the Town and Employee entered into an Employment Agreement (hereinafter referred to as the “Master Agreement”); and

WHEREAS, the Town and Employee now seek to enter into a Second Amendment to the Master Agreement and to provide new terms and conditions of employment of the Town Manager; and

WHEREAS, the Town and Employee now desire to amend the Master Agreement in order to provide for a one-time payment by Town of four thousand dollars (\$4,000) to Employee’s retirement plan account; and

NOW, THEREFORE, the Town and Employee hereto agree as follows:

1. Except as modified by this Second Amendment, all provisions of the Master Agreement, shall remain in full force and effect for the term thereof.

2. A new paragraph 5.2 of the Master Agreement shall be added and shall read in its entirety as follows:

5.2 To the extent the Town’s approved annual budget designates sufficient funds for the purposes identified in this section, the Town agrees to pay to the 401(a) retirement plan account held in the name of Employee a one-time additional payment in the amount of four thousand dollars (\$4,000). This one-time additional payment shall in no way interfere with, detract from, or otherwise reduce any other regular or recurring payments to the 401(a) retirement plan account held in the name of Employee made by the Town or by Employee. This one-time additional payment shall be made only once and shall not be made until the Master Agreement, as amended by the Second amendment, is approved by both the Town and Employee.

6. Existing paragraph 5.2 of the Master Agreement shall be re-numbered as new paragraph 5.6 of the Master Agreement, as amended by the Second Amendment, but shall otherwise remain unchanged by this Second Amendment.

IN WITNESS WHEREOF, the Town and Employee have executed this Second Amendment to the Master Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF APPLE VALLEY

By: \_\_\_\_\_

Mayor

TOWN MANAGER

\_\_\_\_\_  
Frank Robinson