

AMENDMENT TO EMPLOYMENT AGREEMENT

**BETWEEN THE COUNTY OF CONTRA COSTA
AND DAVID J. TWA**

- A. Parties.** Effective January 1, 2017, David J. Twa, County Administrator (hereafter "EMPLOYEE"), and the County of Contra Costa, a political subdivision of the State of California (hereafter "COUNTY") agree to the following amendment to the Employment Agreement of David J. Twa, dated January 1, 2013 ("Amendment").
- B. Term.** The term of this Amendment is from the effective date of this Amendment through December 31, 2020.
- C. Amendment Specifications.** The January 1, 2013, Employment Agreement between COUNTY and EMPLOYEE is amended as follows:

Section 5, Compensation, and Section 6, Benefits and Leaves, are deleted in their entirety and replaced with the following.

- 5. Compensation.** Commencing with the pay period beginning January 1, 2017, COUNTY will pay EMPLOYEE the following compensation:
- a. Base Salary.** Commencing January 1, 2017, COUNTY will pay EMPLOYEE an annual base salary of \$319,464.72, at the same times that COUNTY pays its other employees. All salary payments will be subject to the withholding of EMPLOYEE's share of benefits, and such federal, state and local taxes and other deductions and withholding as may be legally required.
 - b. Increase to Base Salary.** On January 1, 2018, EMPLOYEE will receive a 5% increase to base salary.
 - c. Cost of Living Adjustments.** EMPLOYEE will receive the same cost-of-living adjustments to his salary as COUNTY provides for other Department Heads, and such cost-of-living adjustments will be provided to EMPLOYEE at the same times that they are provided to other Department Heads.
- 6. Benefits and Leaves.** Except as otherwise provided in this Section, in recognition of EMPLOYEE's 42 years of public service, EMPLOYEE is afforded the same number of regular holidays, the same number of personal holidays per fiscal year, the same sick leave, health, dental, retiree health, life, and disability insurance benefits, and the same retirement, and other employment benefits as are provided to other Department Heads, and in accordance with Management Resolution No. 2015/386, as may be amended or superseded (hereinafter "the Management Resolution").

- a. **Vacation.** In lieu of vacation accruals as provided for in the Management Resolution, beginning January 1, 2013, EMPLOYEE will accrue 23 1/3 vacation hours per month during the term of this Agreement. EMPLOYEE is permitted to sell up to one-third of vacation hours credited to his account as provided for in the Management Resolution.
- b. **Administrative Leave.** Commencing January 1, 2017, EMPLOYEE will be credited eighty (80) additional hours of paid Management Administrative Leave, for a total of one hundred and seventy four (174) hours of paid Management Administrative Leave per annum. All Management Administrative Leave time is non-accruable and all balances will be zeroed out on December 31st of each year.
- c. **Deferred Compensation.** In lieu of the deferred compensation benefit provided for in the Management Resolution, a deferred compensation contribution in the amount of Twenty-Four Thousand Dollars (\$24,000) will be added to the County Administrator's County deferred compensation account on July 1, 2016. A deferred compensation contribution in the amount of Twenty-Four Thousand Dollars (\$24,000) will be added to the County Administrator's County deferred compensation account on July 1, 2017. If, after July 1, 2016, but prior to June 30th of the next succeeding year, and each year thereafter, EMPLOYEE's employment with the COUNTY terminates, in any of the ways described in Section 9 of this Agreement, EMPLOYEE will receive an additional deferred compensation account contribution prorated from July 1st to the date that EMPLOYEE's employment with COUNTY terminates. If, for any reason, all or part of such deferred compensation cannot be paid into his County deferred compensation account, the EMPLOYEE will receive an equivalent lump-sum payment.
- d. **Dues, Subscriptions, and Conferences.** COUNTY will reimburse EMPLOYEE for professional dues and subscriptions necessary for maintenance of a California Certified Public Accountant license, for EMPLOYEE membership in the California County Administrator 's Association, and for reasonable expenses incurred by EMPLOYEE by attending the annual conferences of the Government Finance Officers Association and the National Association of Counties.

D. Entire Agreement. This Amendment constitutes the entire agreement between COUNTY and EMPLOYEE pertaining to the subject matter of this Amendment, and supersedes all prior or contemporaneous written or verbal agreements and understandings between EMPLOYEE and COUNTY regarding this Amendment. Each party to this Amendment acknowledges that no representations, inducement, promise, or agreement, oral or otherwise, has been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no agreement, statement, or promise not contained in this Amendment shall be valid or binding on either party.

E. **Effect.** Except for the Amendment agreed to herein, the Agreement dated January 1, 2013, remains in full force and effect.

Executed at the City of Martinez this _____ day of _____, 2017

COUNTY OF CONTRA COSTA

EMPLOYEE

By: _____
Federal Glover
Chair, Board of Supervisors

David J. Twa