

**ALAMEDA-CONTRA COSTA TRANSIT DISTRICT**  
**FIRST AMENDMENT**  
**GENERAL COUNSEL EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT to the General Counsel's Employment Agreement is entered into this \_\_\_\_ day of June 2022, by and between the Alameda-Contra Costa Transit District (DISTRICT) and Jill A. Sprague (EMPLOYEE). This First Amendment supersedes the original Employment Agreement (the Agreement) only in the areas specified below.

WHEREAS, DISTRICT and EMPLOYEE entered into an Employment Agreement (the Agreement) on January 8, 2020, to retain the services of EMPLOYEE as the General Counsel for the Alameda-Contra Costa Transit District; and

WHEREAS, DISTRICT and OFFICER have been involved in negotiations leading to this Agreement since in and after January 2021, subject to some degree of delay owing to the pandemic;

WHEREAS, DISTRICT and EMPLOYEE desire to enter into this First Amendment to the Agreement pertaining to EMPLOYEE's compensation.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in the Agreement, and this First Amendment, the parties agree as follows:

1. Section 4.A. of the Agreement is amended in its entirety to read:
  - A. Effective January 1, 2021, DISTRICT agrees to increase EMPLOYEE'S annual base salary to Two Hundred Forty-Seven Thousand, One Hundred Twenty-Six Dollars (\$247,126.00), payable bi-weekly in equal installments and paid at the same time as compensation for other unrepresented employees is paid.  
  
Effective January 1, 2022, DISTRICT agrees to increase EMPLOYEE'S annual base salary to Two Hundred Seventy Thousand and Thirty-Four Dollars and Three Cents (\$270,034.03) which includes an increase in base salary to \$255,034.03 and a market adjustment of \$15,000, payable bi-weekly in equal installments and paid at the same time compensation for other unrepresented employees is paid.
2. Section 4.B. of the Agreement is amended in its entirety to read:
  - B. EMPLOYEE is eligible to participate in the AC Transit Deferred Compensation Plan (or subsequent EMPLOYER sponsored deferred compensation plan). EMPLOYER will contribute the maximum amount, including the age 50 or over catch-up contribution amount (excluding the Special 3-Year Pre-Retirement Catch-Up), allowed under the law to the District-sponsored deferred compensation plan on EMPLOYEE'S behalf, prorated for each month of service during each year. Any remaining contributions to said plan will

be made by EMPLOYEE. The deferred compensation shall be invested as directed by EMPLOYEE.

3. Except as otherwise amended in this First Amendment, the terms and conditions of EMPLOYEE'S Employment Agreement as originally entered into and subsequently amended shall remain in full force and effect.

THIS FIRST AMENDMENT is signed and executed as of the last date appearing below.

**ALAMEDA-CONTRA COSTA TRANSIT DISTRICT:**

\_\_\_\_\_  
Elsa Ortiz, Board President

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Arthur A. Hartinger, Esq.  
Renne Public Law Group

Dated: \_\_\_\_\_

**OFFICER:**

\_\_\_\_\_  
Jill A. Sprague, General Counsel

Dated: \_\_\_\_\_