

**ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
THIRD AMENDMENT TO THE
GENERAL MANAGER'S EMPLOYMENT AGREEMENT**

THIS THIRD AMENDMENT to the General Manager's Employment Agreement is entered into this ____ day of June 2022, by and between the Alameda-Contra Costa Transit District (DISTRICT) and Michael Hursh (OFFICER). This Third Amendment supersedes the original Employment Agreement (the Agreement) only in the areas specified below.

WHEREAS, DISTRICT and OFFICER entered into an Employment Agreement (the Agreement) on August 25, 2015, to retain the services of OFFICER as the General Manager for the Alameda-Contra Costa Transit District; and

WHEREAS, DISTRICT and OFFICER desire to enter into this Third Amendment to the Agreement pertaining to OFFICER's compensation and benefits; and

WHEREAS, DISTRICT and OFFICER have been involved in negotiations leading to this Agreement since in and after January 2020, subject to some degree of delay owing to the pandemic;

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

1. Section 4.A. of the Agreement is amended in its entirety to read:

Effective January 1, 2020, DISTRICT agrees to increase OFFICER's annual base salary to Three Hundred and Forty-One Thousand, Two Hundred and Twenty Dollars (\$341,220) payable in equal installments at the same time compensation for other unrepresented employees is paid.

Effective January 1, 2021, DISTRICT agrees to increase OFFICER's annual base salary to Three Hundred and Fifty-Two Thousand, Eight Hundred and Twenty-One Dollars (\$352,821) payable in equal installments at the same time compensation for other unrepresented employees is paid.

Effective January 1, 2022, DISTRICT agrees to increase OFFICER's annual base salary to Three Hundred Sixty-Four Thousand, One Hundred and Eleven Dollars (\$364,111) payable in equal installments 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:

OFFICER 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 OFFICER'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. Section 3 of the Agreement is amended to read:

(d) OFFICER is granted a one-time credit of twelve (12) days of General Leave upon execution of this Third Amendment.

4. Except as otherwise amended in this Third Amendment, the terms and conditions of OFFICER 's Employment Agreement as originally entered into shall remain in full force and effect.

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

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT:

Elsa Ortiz, Board President

Dated: _____

Arthur A. Hartinger, Esq.
Renne Public Law Group

Dated: _____

OFFICER:

Michael A. Hursh, General Manager

Dated: _____