

GENERAL COUNSEL EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT to the General Counsel Employment Agreement is entered into this 12th day of January 2026, by and between the Alameda-Contra Costa Transit District (“EMPLOYER” or “DISTRICT”) and Aimee L. Steele (“EMPLOYEE”), collectively referred to as PARTIES. This FIRST AMENDMENT supersedes the General Counsel Employment Agreement (“AGREEMENT”) in the areas specified below.

WHEREAS, DISTRICT and EMPLOYEE entered into the AGREEMENT on August 22, 2024, to retain the services of EMPLOYEE as the General Counsel of the Alameda-Contra Costa Transit District; and

WHEREAS, DISTRICT and EMPLOYEE desire to enter into this FIRST AMENDMENT to the AGREEMENT.

NOW THEREFORE, in consideration of the faithful performance of the terms, conditions, promises and covenants contained in this FIRST AMENDMENT, PARTIES agree as follows:

1. Section 4.A. of the AGREEMENT is amended in its entirety to read:
 - A. Effective September 16, 2025, DISTRICT agrees to pay EMPLOYEE for services rendered under this Agreement an annual base salary of TWO HUNDRED NINETY-ONE THOUSAND TWO HUNDRED DOLLARS (\$291,200) payable in equal installments at the same time compensation for other employees of the DISTRICT is paid.
2. Section 4.B. of the AGREEMENT is amended in its entirety to read:
 - B. EMPLOYEE is eligible to participate in the DISTRICT’s Deferred Compensation Plan (or subsequent EMPLOYER sponsored deferred compensation plan). Beginning January 1, 2026, EMPLOYER will annually contribute the Internal Revenue Service (IRS) maximum contribution, including catch-up contributions if applicable, to the District-sponsored deferred compensation plan on EMPLOYEE’S behalf, prorated for each month of service during the year. Any remaining contributions to said plan will be made by EMPLOYEE. The deferred compensation shall be invested as directed by EMPLOYEE.
3. Section 4.C.3(a) of the AGREEMENT is amended in its entirety to read:
 - (a) In lieu of vacation, sick leave, or management leave, EMPLOYEE shall accrue general leave. General leave shall be credited to EMPLOYEE monthly, at a rate of 2.92 days per month, not to exceed 35 days per calendar year. Any accrued but unused General Leave may be carried over into subsequent calendar years, except that EMPLOYEE may not accrue more than 45 days of general leave at any time (“maximum accrual”). Any accrued general leave remaining at the time of termination of employment shall be paid to EMPLOYEE.

4. Section 4.C.3(b) of the AGREEMENT is amended in its entirety to read:

(b) At EMPLOYEE'S annual option (which shall occur between January 1 and December 31 of each calendar year) up to one-half (1/2) of any accrued general leave shall be paid to EMPLOYEE. This annual option shall be exercised not more than twice per calendar year.

This Agreement is signed and executed as of the day and year first above written.

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ALAMEDA-CONTRA COSTA TRANSIT DISTRICT:

Diane Shaw, President, Board of Directors

EMPLOYEE:

Aimee L. Steele

Approved as to Form

_____ Dated: _____

Andrew Shen, Partner

Renne Public Law Group