

AMENDMENT #4 TO
Amended and Restated Employment Agreement
Executive Director

This Amendment #4 (“Amendment #4”) is entered into this ____ day of September, 2018 by and between the Tuolumne County Transportation Council (“TCTC”) and Darin Grossi (“GROSSI”).

WHEREAS, on August 25, 2012, TCTC and GROSSI entered into an Amended and Restated Employment Agreement (“Agreement”) regarding TCTC’s employment of GROSSI as Executive Director; and

WHEREAS, on July 10, 2013, TCTC and GROSSI entered into Amendment #1 (“Amendment #1”) revising provisions related to GROSSI’s salary and performance evaluations; and

WHEREAS, on July 9, 2014, TCTC and GROSSI entered into Amendment #2 (“Amendment #2”) revising provisions related to GROSSI’s salary; and

WHEREAS, on May 13, 2015, TCTC and Grossi entered into Amendment #3 (“Amendment #3”) extending the term of the Agreement through June 30, 2019, and implementing a salary increase; and

WHEREAS, the parties desire to extend the term of the Agreement through June 30, 2024, move GROSSI to the County Executive/Confidential Compensation Plan, and remove outdated language.

NOW THEREFORE, TCTC AND GROSSI AGREE as follows:

1. Section 1 of the Agreement is amended to read as follows:
 1. **Appointment.** The TCTC hereby appoints GROSSI to the position of Executive Director effective July 1, 2010 to serve at the pleasure of the TCTC governing board and subject to the termination provisions contained below. This Amendment #4 extends GROSSI’s appointment for five (5) years through June 30, 2024. Renewal of this appointment shall be considered no later than June 30, 2023.
2. Section 5 of the Agreement is amended to read as follows:
 5. **Resignation and Termination.**

GROSSI or the TCTC governing board may terminate this employment at any time by delivering written notice to the other party. The party terminating this Agreement agrees to give the other party at least ninety (90) days’ written notice prior to the effective date of termination. Such termination shall be irrevocable unless the parties mutually agree to allow the termination to be revoked.

In the event GROSSI is terminated prior to the completion of the term of employment specified herein, GROSSI shall be entitled to six months' severance pay. Regardless of the term of this Agreement, pursuant to Government Code section 53260, upon termination, the maximum cash settlement that GROSSI may receive shall be the amount equal to the monthly salary of GROSSI multiplied by the number of months left on the unexpired term of the Agreement. Additionally, should the TCTC determine GROSSI engaged in fraud, misappropriation of funds, or other illegal fiscal practices, the TCTC shall not provide a cash or noncash settlement upon termination of the Agreement.

3. Section 6 of the Agreement is amended to read as follows:

6. **Salary and Benefits.**

(a) The base annual salary of GROSSI effective June 24, 2018 shall be \$148,090.99, or \$12,340.92 monthly (Tuolumne County Pay Range 573, E Step.)

(b) GROSSI shall also receive the same benefits and salary adjustments granted to employees of the Executive/Confidential Compensation Plan. GROSSI is not eligible for post-retirement medical insurance as provided by Section 10(D) of the Executive/Confidential Compensation Plan. Any concessions within the Executive/Confidential Compensation Plan shall not apply to GROSSI. Revisions to the Executive/Confidential Compensation Plan required to comply with state or federal law do not constitute concessions and therefore shall apply to GROSSI. In the event revisions are negotiated between the County and the Executive & Confidential Unit members resulting in changes in benefits to the Executive/Confidential Compensation Plan, either party may request to reopen negotiations regarding the benefits received by GROSSI.

(c) As compensation for use of his personal vehicle for the benefit of the TCTC, GROSSI shall receive a monthly automobile allowance, for in-county travel, of five hundred dollars (\$500.00). Out of county mileage shall be reimbursed at the current IRS rate at the time of travel. The TCTC shall pay GROSSI's monthly parking fees in Sonora.

(d) GROSSI shall receive five hundred dollars (\$500.00) per month towards his 457 plan.

(e) REMOVED.

(f) The TCTC will use GROSSI's hire date of employment with the County of Tuolumne, December 13, 1993, to

compute seniority, e.g. leave accrual, longevity and related benefits pursuant to the Executive/Confidential Compensation Plan. The TCTC will use June 24, 2018 as the date GROSSI joined the Executive/Confidential Compensation Plan for purposes of benefits tied to becoming a member of the Executive/Confidential Unit. The TCTC will consider GROSSI a Tier One employee under the Executive/Confidential Compensation Plan. Should GROSSI be placed on paid administrative leave pending an investigation and should such investigation result in a criminal conviction involving abuse of his office or position, GROSSI shall reimburse the TCTC for any salary he received pending such an investigation, as required pursuant to Government Code section 53243.

(g) As compensation for use of his personal broadband and cellular phone for the benefit of the TCTC, GROSSI shall receive a monthly technology allowance of two hundred dollars (\$200.00).

(h) The TCTC shall provide at no cost to GROSSI a term Life and Accidental Death & Dismemberment Insurance policy in the amount of two hundred thousand dollars (\$200,000.00). This coverage shall decrease upon retirement to three thousand dollars (\$3,000.00) and shall further decrease with age according to the terms and conditions contained in the Certificate of Coverage. The life insurance coverage provided for in this subsection replaces the life insurance provisions of Section 9 of the Executive/Confidential Compensation Plan.

(i) REMOVED.

4. Section 8 of the Agreement is amended to read as follows:


8. **Relationship of Parties.** The relationship between the parties to this Agreement shall be one of employer and employee. GROSSI is an at-will employee and serves at the pleasure of the governing board. The terms of the employment relationship shall be governed by the terms of this Agreement, and the terms of the Executive/Confidential Compensation Plan. In the event of conflict between the terms of this Agreement and the Executive/Confidential Compensation Plan, the terms of this Agreement shall prevail.

5. In Section 12 of the Agreement, GROSSI's address is amended to read as follows:

TO GROSSI:	DARIN GROSSI
	2 South Green Street
	Sonora, CA 95370

6. Except as amended herein, all other terms and conditions of the Agreement and Amendments #1, #2, and #3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the date written above.

TUOLUMNE COUNTY TRANSPORTATION COUNCIL	GROSSI
By: Michael Ayala, Chair	By: Darin C. Grossi
ATTEST: By: TCTC Secretary	
APPROVED AS TO LEGAL FORM:  By: Carlyn M. Drivdahl Deputy County Counsel	