

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WHEREAS, the parties desire to move GROSSI to the County Executive/Confidential Compensation Plan and remove outdated language.

NOW THEREFORE, TCTC AND GROSSI AGREE as follows:

1. 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.

2. 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.


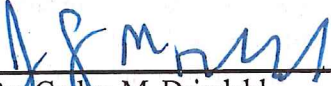
(c) As compensation for use of his personal vehicle for the benefit of the TCTC, GROSSI shall receive a monthly automobile allowance, for in-county travel, of five hundred dollars (\$500.00). Out of county mileage shall be reimbursed at the current IRS rate at the time of travel. The TCTC shall pay GROSSI's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

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	

