THIRD AMENDMENT TO EMPLOYMENT CONTRACT BETWEEN RICHARD J. HOWARD AND THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

WHEREAS, this Third Amendment to the Employment Contract between Richard J. Howard ("Employee") and Town of Discovery Bay Community Services District, a community services district organized under the laws of the State of California ("Employer"), dated May 19, 2010 ("Contract") is entered into this 3rd day of February, 2016;

WHEREAS, the Employer and the Employee desire to increase the Employee's compensation; and

WHEREAS, the Employer wants to amend the Contract to reflect the aforementioned changes;

NOW, THEREFORE, BE IT RESOLVED, that the Contract is amended as follows:

1. Section 3.A of the contract, as amended, and or deleted, and is replaced with the following:

"SECTION 3. SALARY

- A. Employer agrees to pay Employee for his duties as General Manager a base annual salary of ONE HUNDRED FORTY THOUSAND FIVE HUNDRED EIGHTY TWO DOLLARS AND SEVENTY ONE CENTS (\$140,582.71) commencing July 1, 2015, payable via California Payroll, subject to the usual and normal withholdings. This represents a 5% increase over Employee current salary as identified in Contract Amendment No. 2.
- 2. This Amendment is effective July 1, 2015.

Except as set forth above, each and every provision of the Agreement and any past Amendments between the parties shall remain in full force and effect.

EMPLOYER

EMPLOYEE

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By

Bill Pease, President

Richard J. Howard