SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

BETWEEN THE COUNTY OF CONTRA COSTA AND MONICA NINO

1. **Parties and Effective Date.** Effective June 24, 2025, this Second Amendment amends the Employment Agreement dated January 4, 2021, and the Amendment to the Employment Agreement dated January 4, 2022, (together, the "Employment Agreement") by and between Monica Nino, County Administrator ("EMPLOYEE") and the County of Contra Costa ("COUNTY").

2. **Term.** The term of this Second Amendment is from the effective date of this amendment through June 30, 2027.

3. **Amendment.** The Employment Agreement is amended as follows:

   A. Section 2, Term, is deleted in its entirety and replaced with the following:

      2. Term. The term of this agreement is from January 4, 2021, through June 30, 2027.

   B. Subsection (a), Base Salary, of Section 5, Compensation, is deleted in its entirety and replaced with the following:

      a. Base Salary. Commencing June 24, 2025, COUNTY will pay EMPLOYEE an annual base salary of $501,859.40 at the same times that COUNTY pays its other employees. All salary payments will be subject to the withholding of EMPLOYEE's share of benefits, and such other federal, state, and local taxes and other deductions and withholding as may be legally required.

   C. Subsection (a), Vacation, of Section 6, Vacation, Automobile Allowance, and Deferred Compensation, is deleted in its entirety and replaced with the following:

      a. Vacation. In lieu of vacation accruals as specified in Section 1.17 of the Management Resolution, beginning January 4, 2022, EMPLOYEE will accrue 23-1/3 vacation hours per month during the term of this Agreement, not to exceed 560 maximum cumulative hours. Notwithstanding Section 16 of the Management Resolution, EMPLOYEE may elect to buy back up to 114 vacation hours once every 13 months.

   D. Subsection (c), Termination by COUNTY Without Cause, of Section 10, Compensation and Benefits Following Termination, is deleted in its entirety (including subsections (1), (2), and (3) of subsection (c)) and replaced with the following:

      c. Termination by COUNTY Without Cause. At its discretion, COUNTY may terminate EMPLOYEE's employment at any time upon sixty (60) days advance written notice to EMPLOYEE. This termination will be effective on the sixtieth day. In this event, COUNTY's total liability to EMPLOYEE will be

limited to payment of EMPLOYEE's compensation through the effective date of termination, together with cash reimbursement for vacation and personal holiday leave accrual balances.

4. **Entire Agreement.** This Second Amendment constitutes the entire agreement between COUNTY and EMPLOYEE pertaining to the subject matter of this Second Amendment and supersedes all prior or contemporaneous written or verbal agreements and understandings between EMPLOYEE and COUNTY regarding this Second Amendment. Each party to the Second Amendment acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of a party, that are not embodied in this Second Agreement, and that no agreement, statement, or promise not contained in this Second Amendment shall be valid or binding on either party.

5. **Effect.** Except as amended by the Second Amendment, the Employment Agreement remains in full force and effect.

Executed at the City of Martinez on June 24, 2025.

COUNTY OF CONTRA COSTA

By: _____
Candace Andersen
Chair, Board of Supervisors

EMPLOYEE

By: _____
Monica Nino