



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

SECOND AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2010-14

EMPLOYMENT AGREEMENT
(Executive Director)

THIS SECOND AMENDMENT TO AGREEMENT 2010-14 (hereafter " Agreement") is made and entered into as of this 11th day of September, 2014, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to the Joint Powers Act (Government Code section 6500 et seq.), hereinafter referred to as "Employer" or "Authority", and Richard Luthy, hereinafter referred to as "Employee".

RECITALS

WHEREAS, the Board of Directors of the Napa-Vallejo Waste Management Authority (hereafter "Board") has retained the services of Employee as the Authority Executive Director, as authorized by Section 5 of the Napa-Vallejo Waste Management Authority Joint Exercise of Powers Agreement; and

WHEREAS, the Board of Directors wishes to modify the Agreement to provide cost of living adjustments to Employee's compensation.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Paragraph 3.1 of Agreement No. 2010-14 is hereby modified in its entirety to read as follows:
"3.1 Salary. Employer agrees to pay Employee a salary of \$81,072.00 annually, based on Employee working no less than sixteen (16) hours per week (hereafter referred to as the "Base Salary"), payable bi-weekly."
2. Paragraph 3.3.3 is hereby modified in its entirety to read as follows:
3.3.3 Travel and Related Expenses. For travel within a 50-mile radius of Employer's business office ("50-mile radius"), Employer agrees to pay a flat rate of \$244.52 per month as reimbursement for private vehicle mileage while on official business for Employer. For travel

outside of the 50-mile radius, Employee shall be reimbursed for necessary travel and related expenses in accordance with Employer's adopted Travel Policy.

3. Paragraph 3.3.4 is hereby modified in its entirety to read as follows:

3.3.4 Cell Phone/Computer Allowance. Employer agrees to pay a monthly allowance of \$244.52 per month for Employee's use of his personal cell phone/computer for official business of Employer.

4. The foregoing adjustments to salary, travel reimbursement and computer allowance shall become effective as of the start of the first pay period following September 11, 2014.

5. Salary, Travel and Related Expenses and Cell Phone/Computer Allowance, shall each be adjusted annually on the anniversary date of this agreement by the year over year percentage increase in the U.S. Bureau of Labor Statistics Consumer Price Index CPI-W for the San Francisco-Oakland-San Jose Area (CWURA422SAO) using the most recently published data at the time of the adjustment. Said increases shall be effective with the first pay period in September of each year.. However, in no case shall any such percentage increase in salary and benefits be more than five percent or less than zero percent.

6. Except as provided in Paragraphs 1 through 5 above, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the Chair, as duly authorized by the Board and on behalf of Board, has signed and executed this Agreement and Employee has signed and executed this Agreement, both in duplicate as of the date hereinabove first written.

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers authority

By: _____
Richard Luthy, Executive Director

By: _____
Chair of the Board of the Directors

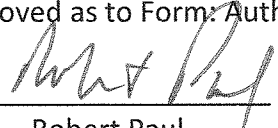
"EMPLOYEE"

"EMPLOYER"

Attest: Authority Secretary

Approved as to Form: Authority Counsel

_____ Date: _____
Martha Burdick

 Date: 8-5-14
Robert Paul