

# EXHIBIT A



PORT OF OAKLAND  
MODIFICATION TO THE EMPLOYMENT AGREEMENT WITH DANNY W. WAN

THIS MODIFICATION TO THE EMPLOYMENT AGREEMENT (the "Modification") is made and is effective upon signing between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Board" or "Port") and Danny W. Wan (the "Employee"), collectively the "Parties."

BACKGROUND

The Parties entered into an Employment Agreement ("Agreement") that became effective on November 14, 2019. The Agreement sets forth the terms and conditions of Employee's at-will employment as the Port of Oakland's Executive Director. Section 4 of the Agreement pertains to "Salary, Benefits, Bonus & Severance," and Section 4.1 of the Agreement sets forth an annual base salary of \$365,000 for the services to be rendered by Employee as the Executive Director effective November 14, 2019. Section 4.1 of the Agreement also provides for the following: a 3% increase in base salary effective the first pay period containing January 1, 2020; January 1, 2021; and, January 1, 2022.

The Parties now desire to modify the Agreement and change the increases in base salary that are currently set forth in Section 4.1 of the Agreement.

Section 7.10 ("Entire Agreement; Modifications") of the Agreement requires that "all modifications to the Agreement must be in writing, signed by each of the Parties hereto, authorized by a resolution of the Board, and approved as to form and legality by the Port Attorney."

THE PARTIES AGREE AS FOLLOWS:

1. The provision for 3% increases in base salary effective the first pay period containing January 1, 2020; January 1, 2021; and, January 1, 2022, shall be eliminated and replaced by the following: base salary shall be increased by three percent (3%) effective the pay

period containing November 14, 2020, to three hundred seventy-five thousand nine hundred and fifty dollars (\$375,950), and it shall be increased by three percent (3%) effective the pay period containing November 14, 2021, to three hundred and eighty-seven thousand two hundred twenty-eight dollars and fifty cents (\$387,228.50).

2. Consistent with Section 1 above, the Parties agree that the existing language in Section 4.1 of the Agreement shall be deleted and that it shall be replaced by the following language:

**4.1 Base Salary.** As payment for the services to be rendered by the Employee as provided in Section 2, the Port shall pay the Employee an annual "Base Salary" of three hundred and sixty-five thousand dollars (\$365,000). The Employee's Base Salary shall be increased by three percent (3%) effective the pay period containing November 14, 2020, to three hundred seventy-five thousand nine hundred and fifty dollars (\$375,950), and it shall be increased by three percent (3%) effective the pay period containing November 14, 2021, to three hundred and eighty-seven thousand two hundred twenty-eight dollars and fifty cents (\$387,228.50). The Employee's Base Salary shall be payable on an annualized basis on the Port's normal payroll schedule.

3. The remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Modification as of the date set forth below.

CITY OF OAKLAND, A MUNICIPAL CORPORATION,  
ACTING BY AND THROUGH ITS BOARD OF  
PORT COMMISSIONERS.

\_\_\_\_\_  
Cestra ("Ces") Butner  
President of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Danny W. Wan, Employee

\_\_\_\_\_  
Date

THIS AGREEMENT SHALL NOT BE VALID OR  
EFFECTIVE FOR ANY PURPOSE UNLESS AND  
UNTIL IT IS SIGNED BY THE PORT ATTORNEY.

Approved as to form and  
legality this \_\_\_ day of \_\_\_\_\_, 2019.

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Michele Heffes, Interim Port Attorney

Port Resolution No. \_\_\_\_\_

P.A. #:

//END//