

**AMENDMENT NO. 3**  
to  
**EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER OF  
MOULTON NIGUEL WATER DISTRICT  
(JOONE K. LOPEZ)**

This **AMENDMENT NO. 3** to *EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER OF MOULTON NIGUEL WATER DISTRICT*, dated May 17, 2012 (“Agreement”), is made and entered into as of **June 19, 2014**, by and between MOULTON NIGUEL WATER DISTRICT (“District”), a California water district, and JOONE K. LOPEZ (“Employee”). District and Employee are sometimes referred to in this Amendment No. 3 together as “parties.”

RECITALS

A. The District Board of Directors has determined to increase Employee’s current annual salary of \$205,000 by \$30,750, resulting in a revised annual salary of \$235,750, to be effective on June 28, 2014.

B. The District Board of Directors has also determined to increase the Employee’s severance allowance from three (3) months to six (6) months salary at the rate in effect at the date of termination.

C. The parties wish to memorialize the Board action by entering into this Amendment No. 3 to the Agreement.

AGREEMENT

The parties agree as follows:

1. **Section 2, TERM**, of the Agreement is revised, as follows:

“D. In the event the District terminates Employee’s employment without cause, the Employee shall be entitled to the following severance in accordance with the terms of California Government Code sections 53260, *et seq.*: (1) six (6) months salary at the rate in effect at the date of termination;”

2. **Section 3, COMPENSATION**, of the Agreement is revised, as follows:

“Commencing June 28, 2014, District agrees to pay Employee for services rendered pursuant hereto at a rate of Two Hundred Thirty Five Thousand Seven Hundred and Fifty Dollars (\$235,750) annually, payable in bi-weekly installments, minus appropriate withholding and payable deductions, payable through and in accordance with the District’s regular payroll procedures.”


3. **Section 4, PERFORMANCE EVALUATION**, of the Agreement is revised, as follows:

“C. District agrees to schedule at least one (1) closed personnel session with Employee to discuss performance evaluation.”

4. Other than as set forth in this Amendment No. 3, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

**THIS AMENDMENT NO. 3** is deemed effective as of June 19, 2014.

MOULTON NIGUEL WATER DISTRICT

By:   
Larry B. McKenney, President  
Board of Directors

EMPLOYEE

  
Joone K. Lopez