

**AMENDMENT NO. 6**  
to  
**EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER OF  
MOULTON NIGUEL WATER DISTRICT  
(JOONE K. LOPEZ)**

This **AMENDMENT NO. 6** 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 12, 2017**, 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. 6 together as “parties.”

RECITALS

A. The District Board of Directors has determined to increase Employee’s current annual salary of \$274,900 by the percentage change to the Consumer Price Index-U, LA-Riverside-Orange County area, All Items, 82-84 base period, for the proceeding twelve (12) months ending in March 2017, which is approximately 2.7%, resulting in a revised annual salary of \$282,322, to be effective on June 24, 2017.

B. Effective at the beginning of the first pay period in July 2018, July 2019, and July 2020, the District shall adjust the Employee’s annual salary by the percentage change to the Consumer Price Index-U, LA-Riverside-Orange County area, All Items, 82-84 base period, for the proceeding twelve (12) months ending in March. Notwithstanding the foregoing, at the beginning of the first pay period in July 2018, July 2019, and July 2020 the minimum increase shall be no less than 2%.

C. The District Board of Directors has also determined to give Employee a ten thousand dollar (\$10,000) bonus in 2017.

D. By December 31<sup>st</sup> of 2017, 2018, 2019, and 2020 the District Board of Directors will review the Employee’s accomplishments and may consider appropriate bonus amounts.

E. The parties wish to memorialize the Board action by entering into this Amendment No. 6 to the Agreement.

AGREEMENT

The parties agree as follows:

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

“A. This contract shall be effective as of June 12, 2017 and shall remain in effect through June 30, 2021.”

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

“A. Commencing June 24, 2017, District agrees to pay Employee for services rendered pursuant hereto at a rate of Two Hundred and Eighty Two Thousand, Three Hundred and Twenty Two Dollars (\$282,322.00) annually, payable in bi-weekly installments, minus appropriate withholding and payable deductions, payable through and in accordance with the District’s regular payroll procedures.

As additional compensation, Employee shall receive a bonus in the amount of Ten Thousand Dollars (\$10,000) to be paid on or about July 13, 2017, minus appropriate withholding and payable deductions. Such amount shall not be calculated or included for any CalPERS or deferred compensation purposes.

Effective at the beginning of the first pay period in July 2018, July 2019, and July 2020, the District shall adjust the Employee’s annual salary by the percentage change to the Consumer Price Index-U, LA-Riverside-Orange County area, All Items, 82-84 base period, for the proceeding twelve (12) months ending in March. Notwithstanding the foregoing, at the beginning of the first pay period in July 2018, July 2019, and July 2020 the minimum increase shall be no less than 2%.”


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

“Performance evaluations shall be conducted annually by no later than December 31<sup>st</sup> of each year during the term of this contract. In conjunction with each performance evaluation, the District Board of Directors may consider appropriate bonus amounts.”

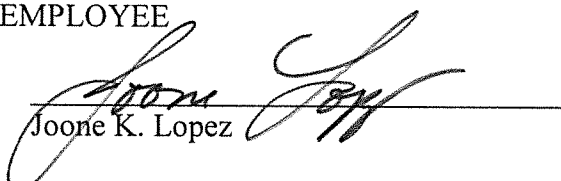
4. Other than as set forth in this Amendment No. 6, and as otherwise amended in the preceding amendments, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

**THIS AMENDMENT NO. 6** is deemed effective as of June 12, 2017.

MOULTON NIGUEL WATER DISTRICT

By:   
Donald Froelich, President  
Board of Directors

EMPLOYEE

  
Joone K. Lopez