

AMENDMENT NO. 1
to
AMENDED AND RESTATED
EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER OF
MOULTON NIGUEL WATER DISTRICT
(JOONE K. LOPEZ)

This **AMENDMENT NO. 1** to *AMENDED AND RESTATED EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER OF MOULTON NIGUEL WATER DISTRICT*, dated June 10, 2021 (“Contract”), is made and entered into as of **December 9, 2021**, by and between MOULTON NIGUEL WATER DISTRICT (“District”), a California special district, and JOONE K. LOPEZ (“Employee”).

RECITALS

A. Section 4 of the Contract provides that performance evaluations shall be conducted annually by no later than December 31st of each year. In conjunction with each performance evaluation, the Board may consider adjustments to compensation and/or appropriate bonus amounts. Any such adjustment or bonuses shall be documented by way of an amendment to the Contract; and

B. The Board has determined, following a review of Employee’s performance, to increase Employee’s current annual salary of \$309,990 to \$317,990, to be effective on December 18, 2021. The Board has also determined that Employee’s vacation accrual shall be increased from 160 to 180 hours per year; and

C. The parties wish to memorialize the Board action by entering into this Amendment No. 1 to the Contract.

AGREEMENT

The parties agree as follows:

1. SECTION 3. COMPENSATION, of the Contract is revised, as follows:

Commencing December 18, 2021, District agrees to pay Employee for services rendered pursuant hereto at a rate of Three Hundred and Seventeen Thousand Nine Hundred and Ninety Dollars (\$317,990.00) annually, payable in bi-weekly installments, minus appropriate withholding and payable deductions, payable through and in accordance with the District’s regular payroll procedures.

2. SECTION 7. HOURS AND BENEFITS, Section A. of the Contract is revised, as follows:

A. Employee shall accrue (180 hours) of vacation time per year. Employee shall accrue paid vacation time at the rate of 6.93 hours per pay period. Employee has discretion to schedule her vacation so long as that vacation is scheduled in such a way as to avoid unnecessary detriment to District's operations. Employee will provide reasonable notice to the Board, of scheduled vacation dates and will identify employees who will perform the Employee's duties during her absence. Except for the vacation accrual rate, this section is interpreted consistently with SECTION 4.01 of the Personnel & Salary Policy, as amended if applicable.

3. Other than as set forth in this Amendment No. 1, and as otherwise amended in the preceding amendments, all other terms and conditions set forth in the Contract shall remain in full force and effect.

THIS AMENDMENT NO. 1 is deemed effective as of December 9, 2021.

MOULTON NIGUEL WATER DISTRICT

By: 

Brian S. Probolsky, President
Board of Directors

EMPLOYEE



Joone K. Lopez