

AMENDMENT NO. 2
to
AMENDED AND RESTATED
EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER OF
MOULTON NIGUEL WATER DISTRICT
(JOONE K. LOPEZ)

This **AMENDMENT NO. 2** 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 **January 12, 2023**, 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 of Directors 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:
- 1) Extend the Contract term by 18 months to be in effect through December 31, 2025;
 - 2) Increase Employee’s current annual salary of \$317,990 by eight percent (8%) to \$343,429, effective on January 14, 2023;
 - 3) Give Employee a one-time bonus of \$10,000 payable on February 2, 2023; and,
 - 4) Increase Employee’s current monthly vehicle allowance of \$650 to \$750 effective January 14, 2023.

C. The parties wish to memorialize the Board action by entering into this Amendment No. 2 to the Contract.

AGREEMENT

The parties agree as follows:

1. SECTION 2. TERM, of the Contract is revised, as follows:
 - A. The Contract shall be effective as of July 1, 2021 (the “Anniversary Date”) and shall remain in effect through December 31, 2025 unless and until terminated as provided in this Section.

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

Commencing January 14, 2023, District agrees to pay Employee for services rendered pursuant hereto at a rate of Three Hundred and Forty Three Thousand Four Hundred and Twenty Nine Dollars (\$343,429.00) 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 February 2, 2023, minus appropriate withholding and payable deductions. Such amount shall not be calculated or included for any CalPERS or deferred compensation purposes.

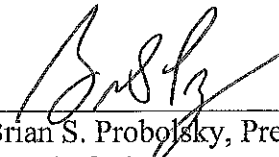
3. SECTION 7. HOURS AND BENEFITS, Section D. of the Contract is revised, as follows:

D. Employee shall receive a monthly vehicle allowance in the amount of Seven Hundred and Fifty Dollars (\$750). In addition, District agrees to provide Employee with a FasTrak account, as employee is required to respond to District emergencies 24 hours per day, 7 days per week. Employee agrees the vehicle allowance and FasTrak transponder covers all vehicle costs and expenses that may be incurred by Employee in connection with the use of her private vehicle for District business, including but not limited to insurance, maintenance, and fuel costs. Employee's use of her private vehicle while conducting District business is governed by District policies, including District's *Vehicle and Equipment Policy, Article X*, of the *District's Administrative Policies*.

4. Other than as set forth in this Amendment No. 2, 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. 2 is deemed effective as of January 12, 2023.

MOULTON NIGUEL WATER DISTRICT

By: 

Brian S. Probolsky, President
Board of Directors

EMPLOYEE



Joane K. Lopez