

AMENDMENT NO. 4
to
AMENDED AND RESTATED
EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER OF
MOULTON NIGUEL WATER DISTRICT
(JOONE KIM-LOPEZ)

This **AMENDMENT NO. 4** 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 12, 2024**, 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 adjustments 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. Increase Employee’s current annual salary of \$360,601 to \$380,601, effective December 12, 2024;
 - 2. Give Employee a one-time bonus of \$20,000, payable January 3, 2025; and
 - 3. Contribute on behalf of the Employee the maximum amount allowable under the law towards the District’s 457b Deferred Compensation Plan. This amount shall be contributed on a pro-rated, per pay period basis and shall be in addition to any “match” contributed by the District.
- C. The parties wish to memorialize the Board action by entering into this Amendment No. 4 to the Contract.

AGREEMENT

The parties agree as follows:

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

Commencing December 12, 2024, District agrees to pay Employee for services rendered pursuant hereto at a rate of Three Hundred and Eighty Thousand Six Hundred and One Dollars (\$380,601) annually, payable in bi-weekly installments, minus appropriate withholding and payable deductions, payable through and in accordance with the District’s regular payroll procedures and schedule. As additional compensation, Employee shall receive a one-time bonus in the amount of Twenty Thousand Dollars (\$20,000) to be paid on January 3, 2025, minus appropriate withholding and payable deductions. This additional amount (i.e., bonus) shall not be calculated or included for any CalPERS or deferred compensation purposes.


Additionally, the District shall contribute, on behalf of the Employee, the maximum amount allowable under the law towards the 457b Deferred Compensation Plan, which amount shall be calculated based on the Employee’s age. This amount (\$31,000 for calendar year 2025) shall be considered an “employee contribution” for calculating the District’s “match” to the 457b Plan. Also, the amount shall be pro-rated and contributed on a bi-weekly basis as part of

the District's regular payroll schedule and shall not be construed as a "lump sum" amount if the Employee separates employment during the year for any reason.

2. Other than as set forth in this Amendment No. 4, 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. 4 is deemed effective as of December 12, 2024.

MOULTON NIGUEL WATER DISTRICT

By: 
Duane Cave, President
Board of Directors

EMPLOYEE


Joane K. Lopez