

AMENDMENT NO. 5
to
AMENDED AND RESTATED
EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER OF
MOULTON NIGUEL WATER DISTRICT
(JOONE KIM-LOPEZ)

This **AMENDMENT NO. 5** 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 8, 2026**, 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. Amend the term of Employee’s contract for one (1) additional year, commencing January 1, 2026, and going through December 31, 2026;
 - 2. Increase Employee’s current annual salary of \$380,601 to \$407,244, effective January 1, 2026;
 - 3. Give Employee a one-time bonus of \$35,000, payable January 16, 2026; and
 - 4. Allow for a one-time 100% cash-out of Sick Leave of all but twenty (20) hours, at the new hourly rate, payable January 16, 2026.
- C. The parties wish to memorialize the Board action by entering into this Amendment No. 5 to the Contract.

AGREEMENT

The parties agree as follows:

- 1. SECTION 2. TERM, of the Contract is revised as follows:

The Contract shall be effective as of January 1, 2026, and shall remain in effect through December 31, 2026, unless and until terminated as provided in this Section.

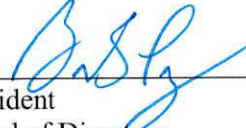
- 2. SECTION 3. COMPENSATION, of the Contract is revised, as follows:

Commencing January 1, 2026, District agrees to pay Employee for services rendered pursuant hereto at a rate of Four Hundred and Seven Thousand Two Hundred and Forty-Four Dollars (\$407,244) 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 Thirty-Five Thousand Dollars (\$35,000) to be paid on January 16, 2026, 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.


3. SECTION 7. HOURS AND BENEFITS, of the Contract is revised, as follows:
Employee shall accrue paid sick leave at the same rate as are afforded to other management employees of the District, as set forth in District policies, as such policies may be amended from time to time in the future. Notwithstanding current District policy regarding the cash-out of sick leave, Employee shall have a one-time option to cash-out all but twenty (20) hours of sick leave and be paid for 100% of the cashed-out sick leave hours at the new hourly rate in effect January 1, 2026. Employee must elect a cash-out of sick leave hours within the first week of adoption of Amendment No. 5 or forfeit the one-time option. If Employee elects the cash-out option within the specified timeframe, Employee shall be paid for such hours on January 16, 2026.
4. Other than as set forth in this Amendment No. 5, 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. 5 is deemed effective as of January 1, 2026.

MOULTON NIGUEL WATER DISTRICT

By: 

President
Board of Directors

EMPLOYEE


Joone K. Lopez