

MONTE VISTA WATER DISTRICT EMPLOYMENT AGREEMENT

AMENDMENT 2

This Amendment is made and entered into this 27th day of July 2022, by and between the Monte Vista Water District (District) and Justin M. Scott-Coe (Employee) as per the contract dated December 4, 2019, and as amended per Amendment 1 dated July 14, 2021, for employment services, encompassing all terms and conditions contained therein, except as specifically modified herein.

The above-described contract shall be amended as follows:

1. Page 1, Section 2.1 shall be amended to read as follows:

2.1 The term of this Agreement shall be three (3) years from the Effective Date, with the first year ending June 30, 2020. The end of the term shall automatically extend for an additional two (2) years on July 1 of every year commencing July 1, 2022, unless terminated by the Board or by Employee in accordance with the terms of this Agreement.

2. Pages 1-2, Section 3.1 shall be amended to read as follows:

3.1 In the event Employee is terminated by the Board without cause during the term of this Agreement and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employee shall be entitled to the following severance in accordance with Section 53260 et seq. of the Government Code: a cash payment equal to nine (9) months base salary (or by the remaining number of months in the term of the Agreement, whichever is less). In addition, Employee shall be entitled to direct payment of Consolidated Omnibus Budget Reconciliation Act (COBRA) health insurance premiums for up to nine (9) months but no longer than the remaining number of months in the term of the Agreement, or until Employee finds other employment, whichever occurs first. Board may not terminate this Agreement within one hundred and twenty (120) days after a Board of Directors election or appointment of new Board of Directors members. However, in the event Employee is terminated because of his conviction of any felony, then in that event, District shall have no obligation to pay the severance salary and benefits designated in this Section 3.1.

3. Page 3, Section 5.1 shall be amended to read as follows:

5.1 Effective July 1, 2022, pursuant to the action of the District's Board of Director's, the District's payment to Justin M. Scott-Coe for services rendered shall be a base monthly salary of \$22,712.12 payable monthly at the same time and in the same manner as other employees.

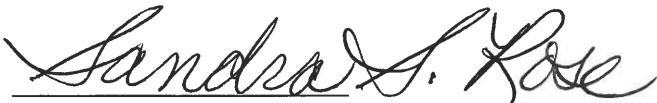
4. Page 3, Section 5.2, paragraph (a) shall be amended to read as follows:

a. 10% of base monthly salary into an Internal Revenue Code Section 401(a) Money Purchase Plan.

Except as specifically modified herein, all of the terms and conditions of Justin M. Scott-Coe's employment agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the day and year written above.

MONTE VISTA WATER DISTRICT:

By: 
Sandra S. Rose, President of the Board of Directors

EMPLOYEE

By: 
Justin M. Scott-Coe

APPROVED AS TO FORM:
Kidman Gagen Law LLP

By: _____
Andrew B. Gagen, General Counsel