

**SECOND AMENDMENT TO  
AGREEMENT FOR EMPLOYMENT  
OF  
GENERAL MANAGER  
MONTEREY ONE WATER**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into on November 28, 2018, by and between MONTEREY ONE WATER, formerly known as the Monterey Regional Water Pollution Control Agency, a California public agency, hereinafter referred to as "Agency," and PAUL A. SCIUTO, hereinafter referred to as "Employee," as follows:

**Terms and Conditions**

1. Paragraph 4, subparagraph a), of the Agreement, as previously amended, is hereby withdrawn and replaced with:

a) Agency agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$ 238,728.00, effective at the beginning of the 2017-18 fiscal year, with salary increases and related benefits over the next three calendar years as follows:

For Year One, commencing on January 1, 2019, the annual base salary shall be increased to \$250,000.00, with an additional payment of \$10,000.00 to the Employee's 457(b) (deferred compensation) Plan.

For Year Two, commencing on January 1, 2020, if Employee has received a satisfactory annual performance evaluation, the annual base salary shall be increased to \$260,000.00, with an additional payment of \$10,000.00 to Employee's 457(b) Plan, and with a further payment of \$5,000.00 to said Plan if or at such time during that year as the Employee has successfully stewarded the Agency to complete the construction of the Pure Water Monterey Project.

For Year Three, commencing on January 1, 2021, if Employee has received a satisfactory annual performance evaluation, the annual base salary shall be increased to \$270,000.00, with an additional payment of \$10,000.00 to Employee's 457(b) Plan, and with a further payment of \$5,000.00 to said Plan if or at such time during that year as water from the Pure Water Monterey Project has been delivered to the Seaside Aquifer and accepted by California American Water Company.

IN WITNESS WHEREOF, the Agency has caused this Second Amendment to Agreement to be signed and executed on its behalf by the Chairman of the Board of Directors, and duly attested to by the Clerk to the Board of Directors, and the Employee has signed and executed this Agreement, as of the date first hereinabove set forth.

**MONTEREY ONE WATER**

By   
Rudy Fischer, Board Chair

**EMPLOYEE**

  
Paul A. Sciuto

**ATTEST:**

By   
Clerk to the Board of Directors

**APPROVED AS TO FORM:**

  
Agency Legal Counsel