SECOND AMENDMENT TO EMPLOYMENT CONTRACT BETWEEN THE MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT AND EDWIN PATTISON

This Second Amendment to Employment Contact ("Amendment") between the Mountain House Community Services District ("District") and Edwin Pattison ("Employee") dated June 8, 2016, hereby further amends the First Amendment to Employment Contract ("Contract") dated July 8, 2015, by and between Employee and the District.

Recitals:

WHEREAS, on November 19, 2014, the District and Employee entered into the original employment contract pertaining to Employee's services as General Manager to the District, and

WHEREAS, the First Amendment to the Contract was approved July 8, 2015, and it amended sections 4 and 5 to increase the annual salary and provide work leave to the Employee, and all other provisions remained unchanged; and

WHEREAS, the District desires to further increase Employee's annual salary to \$167,775.72, reflecting a two percent (2%) cost of living adjustment commencing the next payroll; and

WHEREAS, on June 8, 2016, the Board of Directors of the District authorized the execution of this Amendment.

NOW, THEREFORE, the District and Employee agree to further amend Section 4 of the First Amendment to the Employment Contract as follows:

"SECTION 4. ANNUAL SALARY.

Effective the first pay period after June 8, 2016, the District agrees to pay Employee for his services as General Manager a base annual salary of One Hundred Sixty-Seven Thousand Seven Hundred Seventy-Five Dollars and Seventy-Two Cents (\$167,775.72) a year ("Annual Compensation") payable in periodic installments at the same time as other employees of District are paid subject to normal employee/employer withholdings. Deductions will be made for withholding taxes, and any other deductions Employee authorizes in writing and/or that the District may be required to make under state or federal laws and regulations; provided that the District shall deduct Employee's share of the FICA taxes on the same terms as it pays for such taxes for other management employees of the District. Employee shall be eligible to participate in the District's Section 457 Deferred Compensation Plan. The District shall contribute 2% of the Employee's annual salary."

IN WITNESS WHEREOF, the Mountain House Community Services District has caused this Amendment to be signed and executed on its behalf by its President and duly attested by its District Secretary and Employee has signed and executed this Amendment, both in duplicate, the day and year first above written.

| Date: July <u>12</u> , 2016 | DISTRICT |
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| | Mountain House Community Services District By: Brian Lucid, President |
| Date: July <u>12</u> , 2016 | EDWIN PATTISON, Employee |
| Date: July <u>12</u> , 2016 | ATTEST: June 1. J. Adamo District Secretary |
| Date: July | APPROVED AS TO FORM: DANIEL J. SCHROEDER, District Counsel |