

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

AMENDMENT 1

This Amendment is made and entered into this 27th day of November 2023, by and between the Pauma Valley Community Services District (District) and Eric Steinlicht (Employee) as per the contract dated December 19, 2022 for at-will 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-A, Term and Notice of Non-Renewal
 - A) This agreement shall become effective on January 1st, 2024 ("Effective Date"), and is subject to the District's right to terminate Employee's employment at any time as provided or in this Agreement. The term of this agreement is 3 years from the Effective Date of the Agreement.

2. Page 2, Section 3-A, Compensation and Performance Evaluation
 - A) Effective January 1, 2024, the District agrees to pay Employee an annual base salary of \$120,750 ("Base Salary") (to be voted on by the Board in public) over twenty-six two week pay periods. Employee shall receive any cost of living adjustments provided to all employees of the District during the term of this amendment. The Base Salary shall be subject to deductions and withholdings of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by current state, federal or local law. District shall also deduct sums Employee is obligated to pay because of participation in plans or programs described in Section 4 of this Agreement.

3. Page 2, section 4-B, Vehicle Allowance
 - A) Effective January 1, 2024, the District agrees to increase the vehicle allowance to \$450 per month.

4. Page 3, Section 7-A, Severance and Benefit Payoff at Termination and General Release
 - A) Termination Without Cause. If Employer terminates this Agreement (thereby terminating Employee's employment) Without Cause, prior to the expiration of the Terms of this Agreement, as determined by the affirmative votes of a majority of the members of the District Board at a Board meeting, and the Employee is willing and able to perform duties under this Agreement, Employee shall be entitled to a cash

payment of compensation equal to six (6) months base salary or the number of months left in the Agreement whichever is less. Employee shall also be entitled to continued medical insurance coverage for six (6) months or the number of months left in the Agreement whichever is less, but in no case shall the District's contribution for insurance exceed the contribution rate provided to the Employee prior to termination. The payment of any such severance benefit shall be conditioned upon Employee executing a general release agreement containing a general release of all claims Employee may have against Employer, in a form that is reasonably required by Employer's attorney. Such severance shall not be payable unless and until Employee executes such general release. The Employee shall not be removed during the ninety (90) days following any election for membership on the Board of Directors, or during the 90-day period following any change in membership of the Board of Directors.

Except as specifically modified herein, all of the terms and conditions of Eric Steinlicht's employee agreement shall remain in full force and effect.

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

By: Jodie Lawston

Jodie Lawston, President of the Board of Directors

By: Eric Steinlicht

Eric Steinlicht

APPROVED AS TO FORM:

By: Jeffery A. Morris

Jeffery Morris, General Counsel