

**FIFTH AMENDMENT TO  
EMPLOYMENT AGREEMENT  
(GENERAL MANAGER)  
(SCOTT CARROLL)**

This Fifth Amendment to the Employment Agreement is made this 23rd day of April, 2015, by and between the Costa Mesa Sanitary District, a sanitary district established pursuant to Health and Safety Code Section 6400 *et seq.*, ("District") and Scott Carroll ("General Manager") with reference to the following facts:

**RECITALS**

Whereas, District hired General Manager after a competitive search and entered into an employment agreement dated January 4, 2010 with General Manager (hereinafter referred to as "Agreement"); and

Whereas, in subsequent years thereafter the Board has reviewed the General Manager's agreement and provided increases in his salary and also provided an increase in his severance pay; and

Whereas, the Board has promised to review the General Manager's performance and salary on an annual basis and to provide any adjustments in compensation at that time; and

Whereas, the Board has determined that the performance and compensation review shall begin in January of each year ahead of budget adoption; and

Whereas, the Board has been unable to conduct the review until recently and desires to provide compensation to be retroactive to January 1, 2015; and

Whereas, since 2013 the General Manager has continued to pay a greater share of his retirement contributions and now will pay the full seven percent (7%) employee share; and

Whereas, the Board has reviewed the General Manager's performance and has determined to increase his compensation by 3%, which recognizes that the General Manager will now pay an additional 2% towards his retirement and provides the General Manager with a 1% cost of living adjustment;

Now, therefore, the parties hereto agree as follows:

**Section 1.** That Section 4 of the Agreement is hereby amended to read:

**"4. SALARY**

A. Effective January 1, 2015, District agrees to pay General Manager for his services rendered hereunder a base salary of \$188,542.85 per year in installments at the same time as other employees are paid.

B. In addition, the District agrees that the Board of Directors shall annually evaluate Manager's performance and may consider adjustments to said base salary and/or other benefits of General Manager in such amounts and to such extent as the Board of Directors may determine desirable and appropriate."

**Section 2.** That General Manager shall pay the employee's full share of his retirement contribution (7%), beginning on the first pay period of May, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed the day and year first above written.

**COSTA MESA SANITARY DISTRICT**

**SCOTT CARROLL**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
District Counsel