

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made as of the 1st day of January, 2015, by and between the Mid-Peninsula Water District (hereinafter referred to as "DISTRICT") and Tammy Rudock (hereinafter referred to as "EMPLOYEE").

A. The Parties entered into an EMPLOYMENT AGREEMENT ("Agreement") under which EMPLOYEE is employed in the position of General Manager of the DISTRICT.

B. The Board of Directors conducted an annual performance evaluation of EMPLOYEE in December of 2013 and January of 2014 and took action to increase EMPLOYEE's salary to \$148,625 pursuant to Resolution No. 2014-3; and

C. Following an annual performance evaluation which commenced in October of 2014, the Board of Directors has determined to increase the EMPLOYEE's salary pursuant to Resolution 2015-1; and

D. The Board of Directors desires to amend the Employment Agreement to reflect the adjustments to date in EMPLOYEE's salary level.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

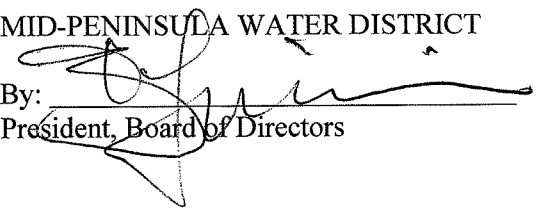
1. Section 3.1, Salary, is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

The District agrees to pay Employee a salary at the annualized rate of One Hundred Sixty-Two Thousand Five Hundred Dollars (\$162,500) for Employee's faithful and diligent performance of the duties and obligations of General Manager, payable in installments in accordance with the District's customary payroll practices.

2. Except for those changes expressly specified in this Amendment, all other provisions, requirements, conditions, and sections of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Agreement is entered into as of the date first written above by the duly authorized representatives of the parties.

MID-PENINSULA WATER DISTRICT

By: 
President, Board of Directors

TAMMY RUDOCK

By: 