

**HI-DESERT WATER DISTRICT
FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT - GENERAL MANAGER**

This First Amendment to Employment Agreement (“First Amendment”) between the Hi-Desert Water District (“District”), acting by and through its Board of Directors (“Board”), and Tony Culver (“Employee”) is entered into this 18th day of June 2025. District and Employee may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. WHEREAS, on December 4, 2024, District and Employee entered into that certain Employment Agreement (“Agreement”) to retain the services of Employee as the General Manager; and
- B. WHEREAS, Section 3(a) of the Agreement provides that the Board shall evaluate the performance of Employee and shall consider making adjustments in the annual salary of Employee, as the Board may deem appropriate; and
- C. WHEREAS, the Board has completed the annual evaluation of Employee and upon consideration by the Board and Employee, the Parties desire to enter into this First Amendment in order to amend certain provisions as set forth below.

NOW THEREFORE, be it resolved by the Board of Directors of the Hi-Desert Water District that the Agreement be amended as follows:

- 1. Section 3(a)(i) of the Agreement is hereby deleted and replaced, in its entirety, with the following:

3. COMPENSATION AND BENEFITS.

a. Compensation.

i. Base Annual Salary. In consideration of the services rendered under this Agreement, District shall pay Employee, as his base annual salary, Two Hundred and Sixty-Six Thousand Four Hundred and Twenty-Seven Dollars and Twenty Cents (\$266,427.20). This amount shall be subject to withholdings as required by law and paid pursuant to the procedures regularly established, and as they may be amended, by District in its sole discretion. This salary reflects a 2.5% merit increase and a 2.5% cost of living adjustment. The increased amount of base annual salary, as set forth herein, shall be effective, AS OF JULY 1, 2025.

- 2. Section 3(e) of the Agreement is hereby is hereby deleted and replaced, in its entirety, with the following:

3. COMPENSATION AND BENEFITS.

e. Accrued Paid Time. District shall provide Employee a starting paid time off (PTO) balance of Three Hundred and Sixty Hours effective December 1, 2024. The District shall also add Fifty Hours to the PTO balance effective AS OF JULY 1, 2025.

3. Effective Date. This First Amendment shall be effective as of the date of full execution by both Parties.
4. Balance Of Agreement To Remain In Effect. Except as amended as specifically set forth herein, all other terms, conditions, and stipulations contained in the Agreement shall remain in full force and effect, and without any change or modification whatsoever.

IN WITNESS WHEREOF, each of the parties have caused this First Amendment to be executed as of the date set forth below.

Date: June 18, 2025

HI-DESERT WATER DISTRICT
A Public Agency of the State of California

By: Scot McKone
Scot McKone
President of the Board of Directors

Date: June 18, 2025

TONY CULVER
General Manager

By: T. Culver