

**JURUPA COMMUNITY SERVICES DISTRICT
EMPLOYMENT AGREEMENT – GENERAL MANAGER**

This Employment Agreement (herein “Agreement”) is made and entered into as of the 3rd day of June 2019, by and between JURUPA COMMUNITY SERVICES DISTRICT (hereinafter the “District”) and CHRISTOPHER BERCH (hereinafter “Employee”).

RECITALS

WHEREAS, District wishes to engage the services of Employee as the General Manager of the District and to induce the Employee to remain in such position on the terms and conditions set forth in this Agreement;

WHEREAS, Employee is familiar with the position’s legal requirements, industry standards and responsibilities and duties set forth in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, Employee represents and warrants that he has the skill and ability to serve in such position and wishes to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. EMPLOYMENT.

A. District hereby offers and the Employee hereby accepts the position of General Manager of the District. Employee shall perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties as specified in Exhibit “A,” and such legally permissible further duties and functions as shall, from time to time, be assigned by the Board.

B. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements. Employee agrees to perform such services to the best of his ability, in an efficient and competent manner consistent with the standards of the profession. Without limiting the generality of the foregoing, Employee understands and agrees that this position is an exempt, salaried, full-time position with regular required office hours Monday through Friday and weekend hours when required in the best interests of the District.

SECTION 2. TERM AND RENEWAL.

A. This Agreement shall be effective as of June 3, 2019 (the “Anniversary Date”). The term of this Agreement shall be for three (3) years, through June 3, 2022, unless sooner terminated or extended by the parties as set forth in this Agreement.

B. In the event that the Board determines that the Employee is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the Board at least four (4) months in advance of the expiration of the term of this Agreement. Should the Board fail to re-employ the Employee and the written notice provided for in this Section 2 has not been given at least four (4) months prior to the initial term of this Agreement, it shall be extended on the same terms for additional periods of one (1) year on each renewal.

SECTION 3. TERMINATION AND SEVERANCE PAY.

A. It is expressly understood that Employee, in his capacity as General Manager, is a contracted employee serving at the pleasure of the Board, subject to termination pursuant to the terms of this Agreement, and with no right to any hearing or appeal, including any so-called *Skelly* conference, other than the rights expressly provided in this Agreement.

B. This Agreement shall automatically terminate upon Employee's death, retirement, or permanent incapacity.

C. The Employee serves at the will and pleasure of the Board. At any time during the term of this Agreement or any extension thereof, the Board reserves the right to terminate the employment of Employee and determine his last day of employment upon the vote of three or more Board members at a duly called and noticed Board meeting. The District agrees, however, to refrain from voting on the issue of Employee's termination in any sixty (60) day period immediately following a new Board member's installation so that said new Board member may have sufficient time to apprise his or herself with Employee's performance prior to vote.

1. In the event that this Agreement is terminated before the end of its term "for cause" as defined below, no further compensation or benefit shall be made to the Employee. Upon any allegation that Employee has engaged in conduct that would result in his termination "for cause" as defined below, Employee is entitled to address and attempt to rebut those allegations before the Board in a closed session prior to the Board making any final determination regarding the veracity of those allegations. In the event the Board, in its discretion, still finds merit to the allegations and terminates, the Employee shall not be entitled to any severance and will be owed no further compensation. However, if this Agreement is terminated "for cause," the Employee shall have the right to appeal the Board's decision upon written notice to the Board of such appeal within ten (10) days of the determination. Failure to provide written notice within the ten (10) day period will result in waiver of the right to appeal. Upon appeal, the parties will select an independent arbitrator, either mutually agreed to or selected from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, they shall alternate striking names from the list until such time as only one arbitrator remains on the list. Any arbitrator selected must be able to hear the matter within thirty (30) days of

selection and render a decision within fifteen (15) days of the close of the hearing. The District shall bear the costs of the arbitrator. The issue at the hearing shall be limited solely to whether or not District's "for cause" termination was arbitrary and capricious, entitling Employee to severance pursuant to Section 3(C)(2). Under no circumstances shall the Employee be entitled to reinstatement to the position of General Manager as a result of such hearing. Following the hearing, the hearing officer shall submit his/her findings and decision to the District, which shall be final and binding. Termination shall be "for cause" if the Employee: (1) Acts in bad faith and to the detriment of the District; (2) Refuses or fails to act in accordance with any legal requirement or specific direction or order of the Board of Directors of the District; (3) Exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) Is involved in crime involving dishonesty, breach of trust, or public conduct reflecting negatively on the District (no pending criminal prosecution need be in effect for termination due to fraud, embezzlement or public conduct reflecting on the District; rather the Board must only have a good faith belief based on a good faith investigation); (5) Creates physical or emotional harm to any person; or (6) Breaches any material term of this Agreement.

2. In the event the District terminates Employee's employment for a reason other than those set forth in Section 3(C)(1), the Employee shall be entitled to the following severance in accordance with the terms of California Government Code sections 53260, *et seq.*: An amount equal to six (6) months of the Employee's then base monthly salary or the remainder of the term of this Agreement, whichever is less. Contributions to the Public Employees' Retirement System ("PERS") for such Severance Pay shall be made in accordance with the District's PERS contract and the PERS law and regulations. The Employee shall be entitled to this severance pay either in a lump sum or, if he so elects, in a reasonable number of installments. Upon notice of termination, unless otherwise directed by the Employee, the District shall continue to make such health payments as the Employee previously had elected under the management health and related benefits program for the period of the severance pay, or until he finds other employment, whichever occurs first.

D. The Employee may terminate this Agreement upon written notice to the Board and shall endeavor to give sixty (60) days prior notice. The District shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the District pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the District's obligations under this Agreement shall cease.

SECTION 4. COMPENSATION.

The District agrees to pay Employee for services rendered pursuant hereto at a rate of Two Hundred and Forty Five Thousand Dollars (\$245,000.00) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. The Employee may receive annual increases in salary as may be determined by the Board in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.

SECTION 5. BENEFITS.

In addition to the compensation set forth in Section 4 the Employee shall be entitled to the following benefits:

A. Life Insurance. The District provides management employees with a Fifty Thousand Dollar (\$50,000.00) life insurance policy and participation in an optional Life Insurance program.

B. Retirement & Deferred Compensation. The District shall pay costs related to the Employee's membership in PERS on the same basis as for other employees. The District participates in PERS at a formula of 2.7% at fifty five (55) years. The District also participates in social security. In addition, the District will adopt and establish a qualified pension plan pursuant to Section 401(a) of the Internal Revenue Code for the benefit of the Employee and will annually contribute into the qualified 401(a) account, in the Employee's name, an amount equal to five percent (5%) of the Employee's annual compensation. The District shall be responsible for all expenses associated with the Section 401(a) account during the remaining term of this Agreement, including but not limited to administrative services fees and commissions.

C. Vacation. Employee shall accrue 200 hours vacation time annually. Upon hire and so that Employee shall have immediate access to vacation hours in the first year of his employment, Employee shall be granted eighty (80) hours from his annual two hundred (200) hour allotment of vacation immediately upon the effective date of this Agreement. The remainder of his 2019 annual allotment shall accrue pursuant to a per-paycheck proration. Thereafter, Employee shall accrue his vacation hours on a per-paycheck prorated basis such that he will accrue a total of 200 hours by the end of each year. Such vacation may be carried over, if not used, and may accumulate to a cap of Three Hundred and Sixty (360) hours. Once the accrual cap is reached, the Employee will not accrue additional vacation hours until such time as he reduces his accrued hours below the cap. *The Employee's vacations shall be scheduled in coordination with the Board.* The Board encourages employees to take regular vacation time, but recognizes that job demands may not make this possible for top management employees. Therefore, the Employee shall have the option of receiving cash compensation for up to One Hundred and Twenty (120)

hours of vacation per calendar year; in the event this option is utilized, the Employee's accrued vacation hours shall be reduced accordingly.

D. Sick Leave. Employee will annually accrue 96 hours of sick leave, to be used during illness or injury. Upon hire and so that Employee shall have immediate access to sick leave in the first year of his employment, Employee shall be granted eighty (80) hours from his annual ninety six (96) hour allotment of sick leave immediately upon the effective date of this Agreement. The remainder of his 2019 annual allotment shall accrue pursuant to a per-paycheck proration. Thereafter, the District will provide prorated per paycheck accrual in order to total a 96 hour accrual by the typical year end. Such sick leave may be carried over, if not used, and may accumulate to a cap of four hundred and eighty (480) hours of sick leave. Once the accrual cap is reached, the Employee will not accrue additional sick leave until such time as he reduces his accrued sick leave below the cap. Sick leave may be paid out only as allowed in conformity with the District policy in effect at the time of the requested pay out. The District reserves the discretion to revise or amend its sick leave pay out policy at any time.

E. Executive Leave. Upon execution of this Agreement and each year thereafter, Employee will be allotted five (5) administrative days away from the office, to be scheduled and used throughout the year to complete administrative tasks and duties without undue office interference. These days off do not accrue, are not subject to carry over, are not subject to any cash-out option, and will not be paid out upon termination of employment.

F. Health Insurance. The Employee shall be provided with the same health, dental, and vision or cash-in-lieu plans as other management employees, with District contributions at the same level as those set out in the Benefits for unrepresented employees.

G. Job-Related Expense Reimbursement. The District will pay the Employee's business expenses incurred in connection with District business as provided by District policy, as it may be amended from time to time in the District's sole discretion.

H. Technical Equipment. Upon commencement of employment, the District shall provide the Employee with a cell phone and such technical equipment as may be necessary for the performance of his duties.

I. Dues and Subscriptions. The District shall budget and pay for Employee's professional dues and subscriptions necessary for his continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of the District.

J. Professional Development. The District shall budget and pay for travel and subsistence expenses for Employee (as set out by applicable District policy, as it may be amended from time to time in the District's sole discretion) for Board approved professional and

official travel, meetings and similar necessary functions, including, but not limited to, Board approved groups and committees of which Employee is a member, as well as short courses, institutes and seminars necessary for the Employee's professional development and the good of the District.

K. Civic Club Memberships. The Employee recognizes the desirability of representation in and before local civic and other organizations, and the Employee is authorized to become a member of Board approved local civic clubs or organizations for which the District will pay all expenses. The Employee shall notify the Board of such memberships.

L. Automobile Allowance. The Employee agrees to use his personally owned vehicle for local travel in the performance of his work-related duties. All expenses associated with such use shall be the Employee's responsibility. As consideration for use of his personal vehicle to perform work-related duties, the District shall provide the Employee with a Seven Hundred Dollar (\$700.00) monthly automobile allowance as well as mileage reimbursement for travel more than two hundred (200) miles outside of District limits in the performance of his work-related duties, as may be amended from time to time. A District vehicle may be substituted in the future as agreed to by both parties.

M. Executive Physical. To the extent not covered by insurance, the District shall provide funding on an annual basis for the Employee to have an executive physical at a mutually agreeable medical institution.

N. Bonding. The District shall bear the full cost of any fidelity or other bonds required under any law or ordinance in order to discharge the duties of Employee's position.

SECTION 6. PERFORMANCE EVALUATION.

A. The Board shall review and evaluate the performance of Employee in writing on an annual basis at the second Board meeting of every June (Employee's anniversary month). The evaluation will also set forth mutually defined goals to be achieved by the Employee in the subsequent year. The Employee will be provided an adequate opportunity to discuss his evaluation with the Board at the Board meeting. The Employee shall be eligible, if warranted in the Board's sole discretion, to receive a salary adjustment at the conclusion of such evaluation. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. Failure of the Board to conduct a performance evaluation shall not prohibit the Board from terminating this Agreement in accordance with Section 3 of this Agreement

B. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the District. Nothing herein shall be deemed to alter or change the employment status of Employee, nor shall

this Section be construed as requiring "cause" to terminate this Agreement or the services of Employee hereunder.

SECTION 7. OFFICE HOURS.

Employee shall report to District's offices during normal business hours consistent with the District's executive team schedule and at such other times as may be necessary to discharge his duties, except when away on approved business for the District, as otherwise excused by use of approved leave, or during District-granted holidays. However, Employee agrees and understands that he will report to work when necessary to District operations, regardless of regularly scheduled hours, scheduled leave, or holiday, to the extent such attendance is reasonably possible.

SECTION 8. GENERAL PROVISIONS.

A. Integration. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement wholly supersedes and replaces the terms of any prior agreements, and any rights contained in such agreement.

B. Governing Law. This Agreement shall be governed by the laws of the State of California. The parties agree that venue for any dispute is appropriate in the Superior Court of Riverside County, California.

C. Waiver. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by either party to this Agreement, and either party shall be free to reinstate any such term or condition, with or without notice, to the other.

D. Amendment. This Agreement may be amended from time to time, as mutually agreed by the parties in writing. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Employee and approved by the Board.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, but nothing herein shall be construed as an authorization or right of any party to assign his/its rights or obligations hereunder. Any assignment of the rights or obligations of Employee hereunder without the express written approval of District shall be void.

F. Partial Invalidity. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected, and shall remain in full force and effect.

G. Legal Consultation. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the JURUPA COMMUNITY SERVICES DISTRICT has caused this Agreement to be signed and duly executed by its President, and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

DISTRICT:

JURUPA COMMUNITY SERVICES
DISTRICT

By: Jane F. Anderson
President of the Board of Directors

EMPLOYEE:

CHRISTOPHER BERCH

By: Chris Berch

APPROVED AS TO FORM:

By: Michael T. Riddell
Michael T. Riddell, Esq.,
District Counsel

EXHIBIT "A"

JURUPA COMMUNITY SERVICES DISTRICT GENERAL MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under policy direction of the Board of Directors, plans, organizes coordinates and administers all District functions and activities; hires key management personnel; performs related work as assigned.

CLASS CHARACTERISTICS

The General Manager has overall responsibility for policy development, water resources planning and distribution, wastewater collection, treatment, disposal and reclamation, fiscal management, administration and operation of all District functions, programs and activities. The incumbent is responsible for accomplishing District goals and objectives and for implementing the policies of the Board on an ongoing basis.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude the position if the work is similar, related or a logical assignment to the class.

These functions may not be present in all positions in multiple position classes. When a position is to be filled, the essential functions will be noted in the announcement of position availability. Letters in parenthesis at the end of each function statement represent the abilities required to perform that function.

Plans, organizes, coordinates and directs, through staff, all work of the District; develops and directs the implementation of goals, objectives, policies, procedures and work standards for the District; develops and implements long and short range plans to ensure attainment of District objectives.

Works closely with the Board of Directors, organizations and appropriate federal and state agencies regarding District programs; advises the Board on issues and programs; prepares and recommends specific long-range plans and action proposals to the Board.

Makes final interpretations of District regulations and ordinances, codes and applicable laws.

Directs the preparation and administration of the annual budget for the District.

Represents the Board and the District in contacts with various governmental agencies, community groups and business, professional and other organizations.

Coordinates the preparation and presentation of various agendas, reports and written materials.

Directs the development and implementation of management systems, procedures and standards on a District-wide basis; ensures that the District is in compliance with all contractual and legal requirements regarding water supply and wastewater treatment and reclamation.

Directs the selection, supervision and work evaluation of District staff; monitors and implements employee relations and staff development procedures; executes disciplinary action.

Plans, organizes and directs, through subordinate supervisors, the work of District staff and coordinates the work with outside agencies, contractors and consultants.

Directs the preparation or examination of public and private engineering plans, specifications, designs, cost estimates and legal descriptions for a variety of construction and maintenance projects.

REQUISITE ABILITIES

- a. Plan, organize, administer and coordinate a variety of services and programs.
- b. Select, motivate and evaluate staff and provide for their training and professional development.
- c. Develop and implement goals, objectives, policies, procedures, work standards and internal controls.
- d. Analyze unusual situations and resolve them through application of management principles and practices.
- e. Prepare clear and concise reports, correspondence and other written materials.
- f. Establish and maintain effective working relationships with the Board of Directors, District staff, members of local, state and federal organizations and representatives of the community.
- g. Exercise sound, independent judgment within general policy guidelines.
- h. Communicate clearly and concisely, both orally and in writing.

- i. Make decisions regarding operational and personnel functions.
- j. Operate programs within allocated amounts.
- k. Respond to emergency and problem situations in an effective manner.
- l. Understand, explain and apply policies and procedures.
- m. Develop comprehensive plans to meet future District needs/services.
- n. Plan and enforce a balanced budget.
- o. Meet the physical requirements established by the District

QUALIFICATIONS GUIDELINES

Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for acceptable job performance. Example combinations include equivalent to graduation from a four year college or university with major coursework in business administration, civil engineering or a related field and substantial management experience in water production, distribution and wastewater collection, treatment and disposal and/or reclamation. An appropriate advanced degree and experience in working with an elected board or commission are desirable.

Knowledge and Skill Levels

Extensive knowledge of administrative principles and practices, including goal setting, program and budget development and implementation and employee supervision; water resources management principles and practices; wastewater collection, treatment, disposal and reclamation principles, methods and facilities management; applicable laws and regulations affecting District administration; funding sources impacting service and program development; principles and practices of service contract negotiation and administration.

Physical Requirements

Employees must meet the following requirements which are necessary to successfully perform the essential functions of this class: Travel by airplane, train, or automobile to conduct District business; communicate orally and by telephone with Board members, management, co-workers, and the public in face-to-face, one-to-one, and group settings; use office equipment such as computer terminals, copiers, and FAX machines; sit for extended periods of time; hearing and vision within normal ranges.

Special Requirements

Possession of a Class C California driver's license and a satisfactory driving record.

FLSA / EXEMPT

Salary Determined By the Board of Directors

1300 Admin/job descriptions

**JURUPA COMMUNITY SERVICES DISTRICT
FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (this “First Amendment”) between the JURUPA COMMUNITY SERVICES DISTRICT (the “District”) and CHRISTOPHER BERCH (the “Employee”) is entered into this 27th day of July 2020.

Except as modified in this First Amendment, the Employment Agreement originally dated June 3, 2019 (“Agreement”) between the District and the Employee shall remain in full force and effect.

The parties to this First Amendment agree to the following changes:

Section 4 entitled “Compensation” is hereby amended to reflect a nine percent (9%) increase in salary:

“SECTION 4. COMPENSATION.

The District agrees to pay Employee for services rendered pursuant hereto at a rate of Two Hundred and Sixty Seven Thousand and Fifty Dollars (\$267,050.00) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. The Employee may receive annual increases in salary as may be determined by the Board in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.”

This adjustment in compensation shall be retroactive to June 3, 2020, consistent with implementation as of Employee’s anniversary date.

**JURUPA COMMUNITY
SERVICES DISTRICT**

CHRISTOPHER BERCH



By: _____
Richard D. Simmons
President of the Board of Directors



By: _____

**JURUPA COMMUNITY SERVICES DISTRICT
SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

This Second Amendment to Employment Agreement (this "Second Amendment") between the JURUPA COMMUNITY SERVICES DISTRICT (the "District") and CHRISTOPHER BERCH (the "Employee") is entered into this 26th day of July 2021.

Except as modified in this Second Amendment, and in the previous First Amendment dated July 27, 2020, the Employment Agreement originally dated June 3, 2019 ("Agreement"), between the District and the Employee shall remain in full force and effect.

The parties to this Second Amendment agree to the following changes:

Section 2, entitled "Term and Renewal," is hereby amended to provide as follows:

"SECTION 2. TERM AND RENEWAL.

The original three (3) year term of the Agreement, which expires on June 3, 2022, shall be extended by an additional three (3) years, such that the Agreement shall now be effective through June 3, 2025, unless sooner terminated or extended by the parties as set forth in the Agreement. June 3 of each year shall continue to be the "Anniversary Date" of the Agreement."

Section 4, entitled "Compensation," is hereby amended to provide as follows:

"SECTION 4. COMPENSATION.

The District agrees to pay Employee for services rendered pursuant hereto at a rate of Two Hundred and Eighty-Three Thousand and Seventy-Three Dollars (\$283,073.00) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. This adjustment in compensation shall be retroactive to June 3, 2021, consistent with implementation as of Employee's anniversary date. The Employee shall also receive cost of livings adjustments (COLA) in the same amount as all District employees beginning July 1, 2021, and then for each year of the Agreement. The Employee may receive annual increases in salary as may be determined by the Board in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law."

**JURUPA COMMUNITY
SERVICES DISTRICT**

CHRISTOPHER BERCH

By: Betty Valera
President, Board of Directors

By: Chris Berch

**JURUPA COMMUNITY SERVICES DISTRICT
THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**

This Third Amendment to Employment Agreement (this “Third Amendment”) between the JURUPA COMMUNITY SERVICES DISTRICT (the “District”) and CHRISTOPHER BERCH (the “Employee”) is entered into this 10th day of October 2022.

Except as modified in this Third Amendment, in the previous Second Amendment dated July 26, 2021, and First Amendment dated July 27, 2020, the Employment Agreement originally dated June 3, 2019 (“Agreement”) between the District and the Employee shall remain in full force and effect.

The parties to this Third Amendment agree to the following changes, which shall be retroactive to June 3, 2022, consistent with implementation as of Employee’s anniversary date:

Section 4, entitled “Compensation,” is hereby amended to provide as follows:

“SECTION 4. COMPENSATION.

The District agrees to pay Employee for services rendered pursuant hereto at a rate of Three Hundred Thousand, Three Hundred and Twelve Dollars and Fifteen Cents (\$300,312.15) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. The Employee shall also receive cost of living adjustments (COLA) in the same amount as all District employees beginning July 1, 2021 and then for each year of the Agreement. The Employee may receive annual increases in salary as may be determined by the Board in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.”

Section 5.B, entitled “Retirement & Deferred Compensation,” is hereby amended to provide as follows:

“B. Retirement & Deferred Compensation. The District shall pay costs related to the Employee’s membership in PERS on the same basis as for other employees. The District participates in PERS at a formula of 2.7% at fifty five (55) years. The District also participates in social security. In addition, the District will adopt and establish a qualified pension plan pursuant to Section 401(a) of the Internal Revenue Code for the benefit of the Employee and will annually contribute into the qualified 401(a) account, in the Employee’s name, an amount equal to six and one-half percent (6.5%) of the Employee’s annual compensation. The District shall be responsible for all expenses associated with the Section 401(a) account during the remaining term of this Agreement, including but not limited to administrative services fees and commissions.”

A new section, identified as Section 5.O, shall be added to the Agreement and will provide as follows:

“O. Other Benefits. Except as specifically provided herein, Employee shall receive all other benefits afforded to District employees.”

Section 6.A entitled “Performance Evaluation,” is hereby amended to provide as follows:

“A. The Board shall review and evaluate the performance of Employee in writing on an annual basis. Such review will be initiated as close as possible to Employee’s anniversary date in June. The evaluation will also set forth mutually defined goals to be achieved by the Employee in the subsequent year. The Employee will be provided an adequate opportunity to discuss his evaluation with the Board at the Board meeting. The Employee shall be eligible, if warranted in the Board’s sole discretion, to receive a salary adjustment at the conclusion of such evaluation. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. Failure of the Board to conduct a performance evaluation shall not prohibit the Board from terminating this Agreement in accordance with Section 3 of this Agreement.”

**JURUPA COMMUNITY
SERVICES DISTRICT**

CHRISTOPHER BERCH

By: _____

President, Board of Directors

By: _____

**JURUPA COMMUNITY SERVICES DISTRICT
FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT**

This Fourth Amendment to Employment Agreement (this “Fourth Amendment”) between the JURUPA COMMUNITY SERVICES DISTRICT (the “District”) and CHRISTOPHER BERCH (the “Employee”) is entered into this 25th day of July, 2024.

Except as modified in this Fourth Amendment, in the previous Third Amendment dated October 10, 2022, Second Amendment dated July 26, 2021, and First Amendment dated July 27, 2020, the Employment Agreement originally dated June 3, 2019 (“Agreement”) between the District and the Employee shall remain in full force and effect.

The parties to this Fourth Amendment agree to the following changes, which shall be retroactive to June 3, 2024, consistent with implementation as of Employee’s anniversary date and the beginning of negotiations for this Fourth Amendment:

Section 2, entitled “Term and Renewal,” is hereby amended to provide as follows:

“SECTION 2. TERM AND RENEWAL.”

The current three (3) year term of the Agreement, which expires on June 3, 2025, shall be extended by an additional two (2) years, such that the Agreement shall now be effective through June 3, 2027, unless sooner terminated or extended by the parties as set forth in the Agreement. June 3 of each year shall continue to shall be the “Anniversary Date” of the Agreement.”

Section 4, entitled “Compensation,” is hereby amended to provide as follows:

“SECTION 4. COMPENSATION.”


The District agrees to pay Employee for services rendered pursuant hereto at a rate of Three Hundred and Thirty-Seven Thousand, Nine Hundred and Seventy-Two Dollars (\$337,972.00) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. The Employee shall also receive cost of living adjustments (COLA) in the same amount as all District employees beginning July 1, 2021 and then for each year of the Agreement. The Employee may receive annual increases in salary as may be determined by the Board in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.”


Section 5.B, entitled “Retirement & Deferred Compensation,” is hereby amended to provide as follows:

"B. Retirement & Deferred Compensation. The District shall pay costs related to the Employee's membership in PERS on the same basis as for other employees. The District participates in PERS at a formula of 2.7% at fifty five (55) years. The District also participates in social security. In addition, the District will adopt and establish a qualified pension plan pursuant to Section 401(a) of the Internal Revenue Code for the benefit of the Employee and will annually contribute into the qualified 401(a) account, in the Employee's name, an amount equal to ten and one-half percent (10.5%) of the Employee's annual compensation. The District shall be responsible for all expenses associated with the Section 401(a) account during the remaining term of this Agreement, including but not limited to administrative services fees and commissions."

**JURUPA COMMUNITY
SERVICES DISTRICT**

CHRISTOPHER BERCH

By: 
Bart Moreno,
President, Board of Directors

By: 

Board approved on 07/22/2024