

**COACHELLA VALLEY WATER DISTRICT
FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT – GENERAL MANAGER**

This Fourth Amendment to Employment Agreement (this “Fourth Amendment”) between the COACHELLA VALLEY WATER DISTRICT (the “District”) and JAMES M. BARRETT (the “Employee”) is entered into this 26th day of March, 2019.

Except as modified in this Fourth Amendment and the prior First, Second and Third Amendments where not superseded by this Fourth Amendment, the Employment Agreement originally dated November 12, 2014 (“Agreement”) between the District and the Employee shall remain in full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:

Section 4 entitled “COMPENSATION” is hereby amended, in its entirety, to reflect Employee’s annual salary increase and to incorporate a new set of performance criteria for the upcoming year:

“SECTION 4. COMPENSATION.

A. Base Salary. The District agrees to pay Employee for services rendered pursuant hereto at a rate of Two Hundred Ninety Three Thousand Eight Hundred and Three dollars (\$293,803.00) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. Said compensation shall be effective starting with the first pay period after January 1, 2019. 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. Paydays and hourly rate calculation shall be as defined in the Association of Coachella Valley Water District Managers (ACVWDM) Memorandum of Understanding, January 1, 2019 to December 31, 2021 (MOU). The ACVWDM MOU is attached as Exhibit “B” and incorporated herein by this reference. This base salary is further subject to the terms of applicable pre-existing District Resolutions, including Resolution 2014-230, and other the CalPERS retirement contribution and deduction requirements.

B. Incentive Compensation. Following Employee’s annual performance evaluation, as required under Section 6 of this Agreement, Employee shall be eligible for an annual discretionary bonus of between zero percent (0%) and ten percent (10%) of Employee’s base salary. The factors or criteria considered for the bonus are developed by the Board of Directors of the District following discussions and input from Employee on an annual basis. The District shall endeavor to provide the factors well before the scheduled annual performance evaluation.

Factors or criteria for 2019, as agreed and subsequently approved by the District and Employee are attached as Exhibit "A" to this Fourth Amendment and are agreed to be expressly incorporated by reference."

The District and the Employee have duly executed this Fourth Amendment as of the date first written above.

**COACHELLA VALLEY
WATER DISTRICT**

JAMES M. BARRETT

By: 

John P. Powell, President,
Board of Directors

By: 

3.28.2019