

**AMENDMENT NO. 1  
EMPLOYMENT AGREEMENT FOR GENERAL MANAGER**

**WHEREAS**, this Amendment No. 1 pertains to the Employment Agreement For General Manager between RUBIDOUX COMMUNITY SERVICES DISTRICT (“District”) and JEFFREY D. SIMS (“Employee”) dated January 16, 2020 (“Agreement”); and

**WHEREAS**, Section 16 of the Agreement entitled “Amendment” in part indicates the Agreement may be amended or modified only in written agreement signed by both parties; and

**WHEREAS**, Section 5 of the Agreement entitled “Adjustment to Compensation” indicates within sixty (60) days of the anniversary date of the Agreement, the District and Employee agree to meet annually for the purpose of evaluating the Employees’ performance. The District and Employee shall meet and discuss in good faith a merit adjustment to the annual base salary and if a merit increase is provided to the Employee by the District, the merit increase can be up to but not exceed 5% per annum; and

**WHEREAS**, Section 10 of the Agreement entitled “Deferred Compensation” indicates the District will contribute five percent (5%) of the Employees base salary to a deferred compensation plan, and

**WHEREAS**, on June 4, 2020 the Board of Directors created the District 401(a) Plan allowing the District to contribute Deferred Compensation as mentioned in Section 10 of the Agreement to the Employee’s 401(a) account provided the contributions are consistent with the District 401(a) Plan and all applicable IRS and CalPERS requirements; and

**WHEREAS**, the Employee’s anniversary date of the position of District General Manager is May 18, 2020; and

**WHEREAS**, the District has consistent with the terms of the Agreement, specifically Section 6 entitled “Cost of Living Adjustment” has increased the base salary of the Employee by 2.4% effective July 1, 2020, and then 3.0% effective July 1, 2021 for a current base salary of \$21,973.33 per month. The Employee has not received a Merit increase since starting employment with the District May 28, 2019; and

**WHEREAS**, at the District’s Board Meeting on July 15, 2021 in Closed Session the Employee consistent with Section 5 of the Agreement provided the Board of Directors the General Managers Report for the time period covering May 18, 2020 through June 30, 2021 and the District and Employee agree to provide the Employee a 5% merit increase split equally between base salary and deferred compensation; and

**NOW THEREFORE**, the District and Employee in writing and by mutual agreement agree to modify certain terms within Agreement as follows:

- 1. **Section 4** – All terms and conditions of Section 4 - “Compensation” of the Agreement remain the same except the Compensation amount shall be modified to \$21,866.66 per month effective May 18, 2021, an increase of \$533.33 per month (2.5%) of the Employee’s current base salary.
  
- 2. **Section 10** – All terms and conditions of Section 10 – “Deferred Compensation” of the Agreement remain the same except the contribution percent, which is adjusted to 7.5% of Employee’s base salary, and increase of 2.5%. The Deferred Compensation contribution by the District to the Employee’s 401(a) account shall be done in a manner to be compliant with all IRS and CalPERS requirements.
  
- 3. The District and Employee agree the amendments contained herein are retroactively effective as of May 18, 2021.

**IN WITNESS WHEREOF**, the District and Employee approve and execute this Amendment No. 1 on the 15<sup>th</sup> day of July, 2021.

**DISTRICT**



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John Skerbelis, President  
Rubidoux Community Services District

**EMPLOYEE**



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Jeffrey D. Sims