

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT (“Fourth Amendment”) is entered into as of July 16, 2024 (“Fourth Amendment Effective Date”), by and between San Bernardino Valley Municipal Water District, a California municipal water district (“District”) and Heather Dyer, an individual (“Dyer”). District and Dyer are sometimes referred to individually as “Party” and together as “Parties”.

RECITALS

WHEREAS, District and Dyer are Parties to that certain Employment Agreement, dated December 31, 2019 (“Agreement”), for the employment of Dyer as General Manager of District.

WHEREAS, at its July 16, 2024, Board meeting the District’s Board determined to provide Dyer with one-time a merit bonus of Thirty Thousand Dollars and 0/100 Cents (\$30,000.00) based on meritorious service on behalf of the District.

WHEREAS, the Parties desire to amend the Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS OF AGREEMENT

1. Incorporation of Recitals. Each and every one of the Recitals set forth above is a material part of this Fourth Amendment and is hereby incorporated by reference into and made part of this Fourth Amendment by this reference.
2. Definitions. Defined terms not otherwise defined in this Fourth Amendment shall have the meanings ascribed thereto in the Agreement.
3. Merit Bonus. In addition to the compensation provided to Dyer pursuant to Section 2 of the Agreement and commencing on the Fourth Amendment Effective Date, Dyer is hereby awarded one-time a merit bonus of Thirty Thousand Dollars and 0/100 Cents (\$30,000.00) based on meritorious service on behalf of the District to be paid according to the payroll schedule for District employees.
4. Conflict. To the extent that the Agreement conflicts with this Fourth Amendment, the Fourth Amendment shall prevail.
5. Ratification. Except as expressly modified by this Fourth Amendment, District and Dyer acknowledge that the Agreement remains in full force and effect, enforceable in accordance with its terms.
6. Authority. Each signatory of this Fourth Amendment on behalf of each Party


represents hereby that he or she has the authority to execute and deliver the same on behalf of the Party for which such signatory is acting.

7. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

IN WITNESS WHEREOF, District and Dyer have duly executed this Fourth Amendment as of the Fourth Amendment Effective Date set forth above.

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT,**
a California municipal water district

Dated: 7/16/2024

By: 
Paul Kielhold
Board President

ATTEST:

Dated: 7/16/2024

By: 
Jose Macedo
Clerk of the Board

DYER:

Dated: 7/16/2024


Heather Dyer