

APPROVED

**THIRD AMENDMENT TO  
EXECUTIVE OFFICER'S EMPLOYMENT AGREEMENT**

This Third Amendment to Executive Officer's Employment Agreement ("Third Amendment") is by and between El Dorado Local Agency Formation Commission ("LAFCO") and Shiva Frentzen ("Employee"). It is effective as of October 3, 2024.

**RECITALS**

WHEREAS, the parties entered into the Executive Officer's Employment Agreement effective October 3, 2022 (the "Agreement"), employing the services of Shiva Frentzen as Executive Officer of LAFCO;

WHEREAS, the parties entered into the First Amendment to the Agreement effective July 1, 2023, to amend the Agreement regarding compensation and benefits ("First Amendment");

WHEREAS, the parties entered into the Second Amendment to the Agreement effective December 6, 2023 to extend the term of the Agreement ("Second Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to extend the term, increase compensation, provide for additional management leave benefits, and make clarifications as set forth below.

NOW, THEREFORE, it is hereby agreed as follows:

**TERMS**

1. Section 4 of the Agreement is hereby amended in entirety to read as follows:

"4. Term. The term of this at-will Agreement shall be for two years from the Effective Date through October 2, 2026, unless terminated earlier by either party in accordance with the provisions set forth in paragraph 9. The Term of this Agreement shall automatically renew and extend for an additional two (2) year term beginning on October 3, 2026, and for an additional two (2) year term on each successive anniversary of that date, unless written notice not to renew is given to Employee by LAFCO no later than ninety (90) days prior to the expiration/renewal date. If a renewal occurs under the provisions of the preceding sentence, the additional two (2) year term shall immediately be deemed part of the term of this Agreement. If notice of non-renewal is given by LAFCO, the Agreement shall remain in effect for the remainder of the term and Employee will be expected to continue Employee's duties for the remainder of the Agreement term. At all times, during the initial term and any subsequently renewed term, either party may terminate the agreement under the provisions of Paragraph 9."

2. Section 6(a) of the Agreement is hereby amended in its entirety to read as follows:

"6. Compensation.

(a) Salary. Effective, October 3, 2024, Employee shall receive the base annual salary of One Hundred Sixty Thousand Dollars (\$160,000) payable on a pro-rata basis in the same manner as all full time LAFCO employees, and subject to all applicable payroll taxes and withholdings."

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3. Section 8(b) of the Agreement is hereby amended in its entirety to read as follows:

“(b) Management Leave. Employee will be provided with one hundred twenty (120) hours of management leave each calendar year. Hours do not accumulate from year to year. At the beginning of each calendar year, Employee’s management leave bank will be replenished to a total of one hundred twenty (120) hours. Any management leave remaining upon separation of employment will not be cashed out.”

4. To implement the above-referenced change to Section 8(b) regarding Management Leave (increasing Management Leave from 80 to 120 hours each calendar year), as of October 3, 2024, LAFCO will provide Employee with an additional 10 hours of Management Leave for use during the remainder of 2024.

5. Section 9 of the Agreement is hereby amended in its entirety to read as follows:

“9. Termination of Employment - At-Will Employment / No Property Interest. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee’s employment as Executive Officer. Employee understands and agrees that Employee works at the will and pleasure of the Commission, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Upon Employee’s separation, Employee shall be paid for wages earned through the date of separation and any accrued and unused vacation leave. Accrued sick leave will be paid upon termination to the extent provided for in LAFCO’s Personnel Policies and Procedures.”

6. Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Second Amendment, First Amendment, and Agreement shall remain in full force and effect.

Dated: 9/25/24

El Dorado Local Agency Formation Commission

  
\_\_\_\_\_  
Brian Veerkamp, Chair

Dated: 9/30/24

EMPLOYEE

  
\_\_\_\_\_  
Shiva Frentzen

Approved as to Form:

  
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Mala Subramanian, LAFCO General Counsel