

EL DORADO LAFCO

LOCAL AGENCY FORMATION COMMISSION

AGENDA OF JUNE 28, 2023

REGULAR MEETING

TO: Brian Veerkamp, Chair, and
Members of the El Dorado County Local Agency Formation
Commission

PREPARED BY: Mala Subramanian, LAFCO Counsel

AGENDA ITEM #4: Consider First Amendment to Executive Officer Employment
Agreement

RECOMMENDATION

Authorize that the Chair to execute the First Amendment to the Executive Officer Employment Agreement.

BACKGROUND

LAFCO approved an employment agreement with Shiva Frentzen for the position of Executive Officer on October 3, 2022. The Commission desires to amend the Employment Agreement to increase compensation and benefits. Pertinent terms of the First Amendment to the Executive Officer Employment Agreement including the following:

- Effective date of July 1, 2023
- Deletion of the requirement that the Employee will devote at least 32 hours a week in person and can work up to 8 hours per week remotely. Any remote work arrangement shall be consistent with the Personnel Policy and Procedure Guidelines.
- Annual compensation of \$150,000 payable on a pro-rata basis.
- Management leave of 80 hours per year, with a pro-rata share of the increased amount.

FIRST AMENDMENT TO
EXECUTIVE OFFICER'S EMPLOYMENT AGREEMENT

This First Amendment to Executive Officer's Employment Agreement ("First Amendment") is by and between El Dorado Local Agency Formation Commission ("LAFCO") and Shiva Frentzen ("Employee"). It is effective as of July 1, 2023.

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; and

WHEREAS, the parties desire to make further amendments to the Agreement regarding compensation and benefits as set forth below;

NOW, THEREFORE, it is hereby agreed as follows:

TERMS

1. Section 3 of the Agreement is hereby amended in entirety to read as follows:

"3. Hours of Work. Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Executive Officer position. Employee does not have set hours of work as the Executive Officer is expected to be available at all times during LAFCO's customary office hours. It is recognized that the Executive Officer must devote a great deal of time to the business of LAFCO outside of LAFCO's customary office hours, and to that end the Executive Officer's schedule of work each day and week shall vary in accordance with the work required to be performed and in accordance with any specific direction provided by the Commission. Any remote work arrangement shall be consistent with the Personnel Policy and Procedure Guidelines."

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

"6. Compensation.

(a) Salary. Employee shall receive the base annual salary of One Hundred Fifty Thousand Dollars (\$150,000) 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."

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 eighty (80) 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 eighty (80) 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, as of the effective date of this First Amendment, LAFCO will provide Employee with a pro rata share of the increased amount of accrual (twenty hours per full year) to add to her Management Leave bank for use during the remainder of 2023 (i.e., as this First Amendment is effective July 1, 2023, Employee will receive an additional ten (10) hours of Management Leave for the remainder of 2023).

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

IN WITNESS WHEREOF, this First Amendment was executed by the parties hereto on the date first written above.

Dated: _____

El Dorado Local Agency Formation Commission

Brian Veerkamp, Chair

Dated: _____

EMPLOYEE

Shiva Frentzen

Approved as to Form:

Mala Subramanian, LAFCO General Counsel