

**THIRD AMENDMENT TO  
EMPLOYMENT CONTRACT FOR GENERAL MANAGER  
OF LA PUENTE VALLEY COUNTY WATER DISTRICT**

This THIRD AMENDMENT TO EMPLOYMENT CONTRACT FOR GENERAL MANAGER OF LA PUENTE VALLEY COUNTY WATER DISTRICT (“Third Amendment”) is made and entered into at La Puente, California, by and between the LA PUENTE VALLEY COUNTY WATER DISTRICT, a County Water District organized and existing under the County Water District Law (hereinafter the “DISTRICT”) and ROY FRAUSTO (hereinafter “FRAUSTO” or “General Manager”), and is effective as of January 1, 2024.

RECITALS:

A. FRAUSTO is currently serving as the General Manager of the DISTRICT under the Employment Contract for General Manager of La Puente Valley County Water District, dated November 1, 2020 (the “Employment Contract”).

B. The Employment Contract provides for an initial and subsequent annual evaluations of the General Manager’s performance and possible adjustments of compensation initially and then effective January 1<sup>st</sup> of each year. Adjustments to compensation are within the sole discretion of the DISTRICT’s Board of Directors.

C. The DISTRICT’s Board of Directors conducted an evaluation of FRAUSTO’S performance on December 11, 2023, which was a positive evaluation.

D. By action taken by the Board of Directors at its January 8, 2024 regular meeting, the DISTRICT’s Board of Directors approved additional benefits to be provided to FRAUSTO, as follows: (1) to match the annual contribution FRAUSTO makes to the

DISTRICT's Internal Revenue Code Section 457 Deferred Compensation Plan (the "Plan"), up to the annual limitation on such contributions (\$23,000 for 2024) [by way of example, if FRAUSTO contributes \$11,500 to the Plan in 2024, the DISTRICT will also contribute \$11,500 to the Plan on FRAUSTO's behalf] and (2) to pay FRAUSTO's share of Social Security contributions as deducted from his paychecks.

AGREEMENTS:

NOW THEREFORE, the parties hereby amend the following paragraph of the Employment Contract, to read in its entirety as follows, with the added language underlined:

4. BENEFITS AND SPECIAL COMPENSATION

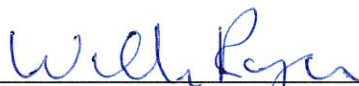
a) The District agrees to provide to the General Manager the same benefits and special compensation, if any, including, but without being limited to, retirement benefits, health and welfare insurance, life insurance and other benefits which the District at any time or from time to time during the continuance of this Employment Contract provides to other employees of the District and upon the same terms and conditions applicable to such employees. Notwithstanding the foregoing, the District will match the annual contribution the General Manager makes to the District's Internal Revenue Code Section 457 Deferred Compensation Plan (the "Plan"), up to the annual limitation on such contributions (\$23,000 for 2024) and will pay the General Manager's share of Social Security contributions as deducted from his paychecks. The District will provide the General Manager with a cellular phone/smart phone and pay for all expenses incurred in connection with its use for District business.

NO OTHER AMENDMENTS


Except as amended herein, the Employment Contract dated November 1, 2020 shall remain in full force and effect.

Executed on January 13, 2023, at La Puente, California.

“DISTRICT”

By:   
\_\_\_\_\_  
William R. Rojas  
President of the Board  
La Puente Valley County Water District

“GENERAL MANAGER”

  
\_\_\_\_\_  
ROY FRAUSTO