DESERT WATER AGENCY FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "First Amendment") between the DESERT WATER AGENCY (the "Agency") and STEVE L. JOHNSON ("General Manager – Chief Engineer") is entered into this 4th day of June 2024.

Except as modified in this First Amendment and the underlying Employment Agreement originally dated February 22, 2024 ("Agreement") between the Agency and the General Manager – Chief Engineer shall remain in full force and effect.

The parties to this First Amendment agree to the following changes:

Section 4.1 entitled "Salary and Expenses" is hereby amended to reflect the 2024 Cost of Living Adjustment:

"Section 4. Salary and Expenses.

4.1 <u>Effective July 1, 2024</u>, the Board of Directors agrees to pay the GM-CE for his services rendered a base salary of <u>Twenty-Five Thousand</u>, <u>Seven Hundred and Thirty-Nine Dollars and No Cents (\$25,739.00)</u> per month in installments at the same time as other employees of the Agency are paid. The base salary will be adjusted annually by the same percentage adjustment provided to all Agency employees for changes in the cost of living, if any.

In addition, the Board shall have the right to grant merit increases as the Board deems appropriate, in its discretion. The GM-CE will be eligible for a discretionary annual incentive award not to exceed ten percent (10%) of his total annual base salary based on the results of his annual performance evaluation. The incentive may be based, in part, on the accomplishment of specific goals set by the Board of Directors that are achieved by the GM-CE. Any performance incentive awarded under this section shall be in a lump sum payment, subject to all legally required wage and employment deductions. Notwithstanding the above, the issuance of any incentive awards is at the sole discretion of the Board of Directors. Any performance pay awarded under this Section shall not become a part of the GM-CE's established base salary going forward.

The Agency and the General Manager – Chief Engineer have duly executed this First Amendment as of the date first written above.

DESERT WATER AGENCY

STEVE L. JOHNSON

By:

President, Board of Directors