

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is effective as of August 11, 2008 between the SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY (“JPA”) and LEN MATERMAN, an individual (“EMPLOYEE”). JPA and EMPLOYEE are sometimes collectively referred to herein as the “PARTIES”.

RECITALS

This Employment Agreement is entered into on the basis of the following facts, understandings and intentions of the PARTIES:

- A. JPA’s first Executive Director resigned from JPA, creating a vacancy in position of Executive Director.
- B. After a formal recruitment and selection process, EMPLOYEE was selected to serve as JPA’s new Executive Director.
- C. EMPLOYEE represents that he has the requisite specialized education, skills, training, expertise and license(s) and is otherwise qualified to serve as Executive Director.
- D. JPA desires to employ EMPLOYEE as its Executive Director and EMPLOYEE desires to accept employment as JPA’s Executive Director.
- E. The PARTIES desire to enter into an employment agreement, as set forth below, with their mutual agreement as to certain terms and conditions of employment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual promises and conditions in this Agreement, it is agreed as follows:

1. **Incorporation of Recitals.** The foregoing Recitals, and each of them, are incorporated herein as though set forth in full.
2. **Duties and Authority.** JPA shall employ EMPLOYEE as the Executive Director of JPA, with full power and authority to perform all of the duties of the Executive Director set forth in JPA’s Joint Powers Agreement, Executive Director job responsibilities established by the JPA Board, JPA ordinances and resolutions, and the Employee Handbook adopted by the JPA Board. EMPLOYEE’s duties shall include, but shall not be limited to, supervising JPA personnel and financial matters, supervising the administration of all operations of JPA, and managing and conducting all of the business of JPA, subject to policies set and directions given by the Board. In addition, EMPLOYEE shall perform any special duties assigned or delegated to him by the Board.

3. Restrictions on Outside Business Activities and Conflicts. During his employment, EMPLOYEE shall devote his full energies, interest, abilities, and productive time to the performance of the Agreement and shall not, without JPA's prior written consent, tender to others services of any kind for compensation, or engage in any other business activity in excess of five (5) hours per calendar week. In addition, EMPLOYEE shall not engage in any activity, for compensation or otherwise, that would interfere or conflict with the performance of his duties under this Agreement, including activities that may reasonably be expected to conflict with the Executive Director's duties and the responsibility to advise the JPA Board in connection with future projects, grants and other work. Without limitation to the foregoing, a conflict includes, but is not limited to, a conflict of interest under the California Political Reform Act, Government Code § 1090 or other state or federal laws.
4. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall commence on the date first written above and end on June 30, 2009. If notice of non-renewal is not given by either PARTY prior to the termination date, this Agreement shall renew for successive one-year terms, from July 1 to June 30 of succeeding years.
5. Salary. Starting on the date EMPLOYEE reports for and commences work as Executive Director, JPA shall pay EMPLOYEE an annual salary of \$105,000.00 (One Hundred Five Thousand and No/100 Dollars), prorated and paid on JPA's normal paydays, subject to legally permissible or required deductions. EMPLOYEE's salary is compensation for all hours worked and for all services under this Agreement. EMPLOYEE shall be exempt from overtime pay provisions of California law (if any) and federal law. EMPLOYEE's salary may be adjusted periodically to reflect cost of living increases pursuant to Paragraph 7f, and the merit increase pursuant to Paragraph 6.
6. Evaluation of Performance. The JPA Board shall evaluate the performance of EMPLOYEE in writing at the six (6) month anniversary of his employment. In connection with the six (6) month evaluation, the Board may grant a merit salary increase not to exceed \$5,000.00 (Five Thousand and No/100 Dollars). The granting of a merit salary increase shall be entirely at the discretion of the JPA Board. Either as part of the evaluation or otherwise, JPA may establish performance goals and objectives, as appropriate. The JPA Board shall evaluate the performance of EMPLOYEE at his one year anniversary and at least once per year thereafter. Evaluations may be conducted more often at the JPA Board's discretion. EMPLOYEE will request and schedule the minimum required evaluations as appropriate under the JPA's agenda procedures or as otherwise directed by the JPA Board.
7. Benefits. During the Term of this Agreement, EMPLOYEE shall be entitled to participate in any group insurance plan (including medical, dental, vision, life and disability), retirement program or similar plan or program of JPA now existing or established in the future, to the extent EMPLOYEE is eligible under its provisions. In the event JPA establishes a separate benefit program for executive and management employees, EMPLOYEE shall be entitled to participate only in such benefit program. JPA may establish additional benefit programs and may modify or eliminate any benefit

plan or program in its discretion, in accordance with applicable law. In addition, EMPLOYEE shall be entitled to the following benefits:

- a. Vacation. EMPLOYEE shall be entitled to an advance on his initial vacation accrual of 40 hours, credited to his vacation account upon reporting for and commencing work. Once the initial vacation accrual is fully earned, EMPLOYEE will accrue vacation leave in the amount provided under JPA's vacation leave policy contained in the Employee Handbook. Thus, by way of illustration, upon completion of one year of service, EMPLOYEE will have received a total of 88 hours of vacation time. Subject to any scheduling or notice requirements of the JPA Board, EMPLOYEE may use vacation time as it is credited and without regard to any requirement that an employee be employed for a minimum period before using paid vacation time. EMPLOYEE may accrue a maximum of 88 hours of vacation. Once EMPLOYEE reaches the 88 hour accrual limit, he will not accrue any additional vacation until his accrual falls below the maximum. Except as otherwise provided in this Agreement, vacation leave shall be subject to JPA's vacation policy applicable to employees generally.
- b. Personal Leave. EMPLOYEE shall be entitled to personal leave as provided to executive employees under the Employee Handbook.
- c. Holiday Leave. EMPLOYEE shall be entitled to receive paid holiday leave as provided by the Employee Handbook.
- d. Deferred Compensation. EMPLOYEE may participate through voluntary employee contributions in any deferred compensation program maintained by JPA for which he otherwise qualifies.
- e. Transportation Allowance. JPA shall pay EMPLOYEE an annual transportation allowance of \$5,000, prorated and paid each pay period. The transportation allowance will constitute full compensation for all costs, expenses, mileage allowance, depreciation, maintenance, repairs, insurance, gas, tires, oil and all other incidental expenses associated with the use of EMPLOYEE's personal automobile on JPA business or his use of public transportation. Liability insurance maintained by EMPLOYEE will be primary to any insurance or indemnification provided by JPA.
- f. Cost of Living Increases. EMPLOYEE shall be entitled to participate in any cost of living increase granted by JPA, in its discretion, to other full-time employees. EMPLOYEE shall receive such cost of living increases subject to any conditions that may apply generally to other full-time employees of JPA and without the need to amend this Agreement.

g. Professional Organizations. Subject to availability of funds and with prior approval, JPA agrees to pay or to reimburse EMPLOYEE for any budgeted, reasonable and necessary membership dues in professional organizations.

9. Expenses. During the employment term, and subject to the availability of funds, JPA shall reimburse EMPLOYEE for budgeted and reasonable out-of-pocket expenses incurred in connection with JPA's business, including reasonable expenses for travel, food, and lodging while away from home, subject to such policies as JPA may from time-to-time reasonably establish for its employees. Additionally, EMPLOYEE shall be entitled to Board-approved or budgeted and reasonable reimbursement for continuing education expenses, and for attendance at conventions, and conferences. EMPLOYEE may, upon request and prior approval by the JPA Board, be reimbursed for budgeted and reasonable expenses incurred in attending additional events that are appropriate to JPA's goals.

10. Termination of Agreement.

a. Termination by JPA. EMPLOYEE is employed at the pleasure of the JPA Board of Directors, and is thus an at-will employee. JPA may terminate this Agreement and employment relationship at any time with or without cause, and with or without prior notice. JPA shall pay EMPLOYEE for all services through the effective date of termination and EMPLOYEE shall have no right to any additional compensation or payment, except for accrued and vested benefits.

b. Termination on Resignation. EMPLOYEE may terminate the Agreement by giving JPA at least 60 days (or more if possible) prior written notice. JPA may accelerate the effective date of resignation to any date after the receipt of written notice or, upon request, may reduce the notice period, at its discretion.

c. Termination on Death. If EMPLOYEE dies during the term of this Agreement, this Agreement shall be terminated on the date of EMPLOYEE's death. All warrants or checks for accrued salary, accrued vacation or other items shall be released to the person designated in writing by EMPLOYEE pursuant to Government Code Section 53245 or, if no designation is made, to EMPLOYEE's estate.

11. Miscellaneous Provisions.

a. Integration. Subject to all applicable Government code sections, the Agreement contains the entire agreement between the PARTIES and supersedes all prior oral and written agreements, understandings, commitments and practices between the PARTIES, including all prior employment agreements, whether or not fully performed by EMPLOYEE

before the date of this Agreement. No amendments to this Agreement may be made except in writing signed by the PARTIES.

b. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances it shall nevertheless remain in full force and effect in all other circumstances.

c. Notices. Any notices required or permitted under this Agreement must be in writing and shall be deemed effective on the earlier of personal delivery (including personal delivery by facsimile or similar means intended to provide actual delivery on the same day) or the third day following mailing by first class mail to the recipient. Notice to JPA shall be addressed to the Secretary of the Board of Directors at the JPA's then principal place of business. Notice to EMPLOYEE shall be addressed to his home address, as then shown in JPA's files.

d. Agreement is Binding. This Agreement shall be binding upon and inure to the benefit of JPA, its successor and assigns, and shall be binding upon EMPLOYEE, his administrators, executors, legatees, heirs, and assigns.

e. Waiver. The failure of either PARTY to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other PARTY shall not be deemed a waiver of that term, covenant or condition, nor a waiver or relinquishment of any right or power.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement to be effective on the day and year first above written.

Chair, Board of Directors
San Francisco Creek Joint Powers Authority

DATE: _____

Len Materman

DATE: _____



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY

EAST PALO ALTO ■ MENLO PARK ■ PALO ALTO ■ SAN MATEO FLOOD CONTROL DISTRICT ■ SANTA CLARA VALLEY WATER DISTRICT

PRESS RELEASE

FOR IMMEDIATE RELEASE

Subject: New Executive Director Named

Contact: Ruben Abrica 650/321-4001
Chair, San Francisquito Creek Joint Powers Authority and
Council Member, City of East Palo Alto

July 21, 2008

Ruben Abrica, Chair of the San Francisquito Creek Joint Powers Authority, announced today that the Authority intends to hire Len Materman as its new Executive Director. Mr. Materman has extensive experience working on flood control, environmental and emergency management issues with public agencies, non-profits, foundations and universities. He has additional experience with funding and grants management programs. Assuming confirmation by the Board, Mr. Materman will receive a base salary of \$105,000 and starts employment on August 11, 2008.

“We are fortunate to have someone of Len’s caliber to consider for our new Executive Director” said Chair Abrica. “His experience and background match well with the challenges facing the Creek community and the Authority.” Mr. Materman was selected after a formal recruitment process that included the involvement of community and Board members.

Mr. Materman was a founder and spent eight years as President of America’s River Communities, Inc., working on community-driven planning and education projects related to disaster preparedness and environmental protection. In addition, he was Executive Producer of a documentary film broadcast on PBS in April discussing watershed issues, including flooding, dams and non-point source pollution.

Mr. Materman has a B.S. in Biological Sciences and a B.A. in Political Science from UC Davis. He has also completed courses in the graduate schools of public policy at UC Berkeley and education at UCLA.

Mr. Materman replaces Cynthia D’Agosta, who left the Authority earlier this year to accept the position as Executive Director of the Committee for Green Foothills.

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