

San Francisquito Creek Joint Powers Authority
March 26, 2009 Board Meeting
Agenda Item 6(a)

Amendment to Executive Director Employment Agreement

M E M O R A N D U M

MEETING DATE: March 26, 2009

TO: Board of Directors
San Francisquito Creek Joint Powers Authority

FROM: Gregory W. Stepanicich, General Counsel
Roy A. Clarke, Assistant Counsel

SUBJECT: Amendment to Executive Director Employment Agreement

Summary

An amendment to the Executive Director's employment agreement implementing a \$5,000.00 merit salary increase is presented for Board consideration and approval.

Discussion

Len Materman's employment agreement with the Authority was effective August 11, 2008. Mr. Materman's base salary was set with the understanding that the Board would conduct an initial performance evaluation at the six-month anniversary. In connection with that evaluation, the Board agreed to consider a merit increase, not to exceed \$5,000.00.

The Board completed the six-month evaluation at its February 26, 2009, meeting. Based on the results of that evaluation, we have prepared the accompanying amendment to the employment agreement, providing for a \$5,000.00 merit increase. This will result in a base salary change from \$105,000 to \$110,000, effective for the first pay period following six months of service. All other terms and conditions of the employment agreement are unchanged.

The amendment is suitable for approval by motion and vote of the Board. If changes are desired, we can prepare a revised amendment.

cc: Len Materman, Executive Director

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

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

RECITALS

This First Amendment to Employment Agreement (“Amendment”) is entered into on the basis of the following facts, understandings and intentions of the PARTIES:

- A. JPA and EMPLOYEE entered into an employment agreement effective August 11, 2008 (“Agreement”).
- B. Pursuant to Section 6 of the Agreement, the JPA Board conducted a six-month review of EMPLOYEE’s performance.
- C. Based on the results of the performance evaluation and exercising its discretion under Section 6 of the Agreement, the Board desires to grant EMPLOYEE a merit salary increase of \$5,000.00 (Five Thousand and No/100 Dollars).

AGREEMENT

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

Section 1. Incorporation of Recitals. The foregoing Recitals, and each of them, are incorporated herein as though set forth in full.

Section 2. Paragraph 5 (Salary) of the Agreement is amended to read as follows:

“5. Salary. JPA shall pay EMPLOYEE an annual salary of \$110,000.00 (One Hundred Ten 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 merit increases pursuant to Paragraph 6.”

Section 3. This Amendment is effective at the start of the first full pay period following EMPLOYEE’s initial six (6) months of service.

Section 4. Except as expressly modified by this Amendment, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement to be effective as provided above.

Chair, Board of Directors
San Francisquito Creek Joint Powers Authority

Len Materman

DATE: _____

DATE: _____