

**EXECUTIVE DIRECTOR
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into by and between MARCH JOINT POWERS AUTHORITY (hereinafter "Authority"), a governmental entity created pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code, and DR. GRACE MARTIN (hereinafter "Employee").

RECITALS

WHEREAS, the Authority's Joint Powers Agreement entered into on or about September 7, 1993 authorized Authority to employ such staff and support personnel as may be necessary; and

WHEREAS, Authority desires to retain Employee as Executive Director of Authority to perform the duties and functions as may be specified by Authority's Joint Powers Agreement and to perform such other legally permissible and proper duties and functions as the Authority from time to time may assign; and

WHEREAS, Employee desires to serve as Authority's Executive Director.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

AGREEMENT

SECTION 1. DUTIES.

Authority hereby agrees to hire Employee as Executive Director. Employee shall assume the powers of the Executive Director position, and perform the functions and duties specified by Authority and such other applicable laws, rules, regulations, orders, directive and the like now in effect or hereafter adopted by Authority.

SECTION 2. TERMS.

A. Effective September 9, 2021, Employee shall fulfill the powers, functions and duties of the Executive Director and will serve in this capacity for a period of three (3) years, unless this Agreement is terminated pursuant to Section 3, below.

B. The term of this Agreement is with regard to benefits and conditions and is not intended to alter the at-will nature of employee's employment. Accordingly, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Authority to terminate

the services of Employee at any time subject only to the provision set forth in Section 3, below.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position as Executive Director, subject only to the provisions set forth in Section 3, below.

SECTION 3. TERMINATION.

A. **By Employer Not For Cause**

At any time, Authority may terminate Employee without Cause (as defined in Section 3(B) below) by providing Employee written notice of termination. In the event Employee is terminated without cause, Employee shall be entitled to an amount equal to Employee's base salary for six (6) months conditioned upon Employee signing a release agreement waiving any and all claims Employee may have against Authority related to or arising out of Employee's employment with Authority, including the termination of said employment. In order for Employee to be eligible for the severance payment, her release agreement must be finalized no later than twenty-one (21) days after the effective date of Employee's termination or the date upon which the release agreement is presented to Employee, whichever is later. Thereafter, all of Authority's obligations under this Agreement shall cease. Authority may dismiss Employee as provided in this Section 3 notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Authority relating to the employment, discipline, or termination of its employees.

Notwithstanding any other provision herein, in accordance with Government Code Section 53260, the cash payment that Employee may receive in the event of the termination of this Agreement, as set forth in this Section, shall not exceed an amount equal to the monthly base salary of Employee multiplied by the number of months left on the unexpired term of this Agreement.

B. **By Employer for Cause**

At any time, and without prior notice, Authority may terminate Employee for Cause. Authority shall pay Employee all compensation then due and owing; thereafter, all of Authority's obligations under this Agreement shall cease. Termination shall be for "Cause" if Employee: (i) acts in bad faith and to the detriment of Authority; (ii) willfully and unequivocally refuses or fails to act in accordance with any specific direction or order of Authority; (iii) exhibits in regard to her employment gross unfitness or chronic unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (iv) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person resulting in incarceration; and/or (v) breaches any material term of this Agreement.

In compliance with Government Code Section 53243, to the extent Authority provides: (i) paid leave to Employee pending an investigation; (ii) funds for the legal criminal defense of

the Employee; and/or (iii) a cash settlement to Employee related to the termination of the Employee pursuant to Section 3(B) of this Agreement, Employee shall fully reimburse Authority for any and all amounts paid by Authority which fall within any such categories in the event that the Employee is convicted of a crime involving the abuse of their office or position.

C. By Employee

In the event that Employee desires to terminate this Agreement during such time as Authority desires to continue Employee in the capacity of Executive Director, Employee agrees to provide the Authority with thirty (30) days' written notice of said termination.

SECTION 4. SALARY.

A. Authority agrees to pay Employee a yearly salary of Two Hundred Thousand Dollars (\$200,000.00) in accordance with Employer's regularly established policies and the terms of this Agreement. Said salary shall increase annually as of the anniversary of the effective date of this Agreement by five percent based on Employee's receipt of a positive performance evaluation.

SECTION 5. OTHER BENEFITS.

Employee shall be entitled to all benefits set forth in the Authority's benefit package entitled "Executive Management Benefits" attached and incorporated herein as Exhibit "A" and the following benefits:

A. **Vacation Leave.** Authority shall provide to Employee vacation leave at an accrual rate of three (3) weeks per year, subject to the requirement that Employee use a minimum of two (2) weeks of vacation leave per year. Employee may not exceed the four hundred and eighty (480) hour accrual limit established as of the date of this Agreement for Executive Management employees. Employee shall be entitled to cash out 100% of her vacation leave balance at the termination of her employment.

B. **Sick Leave.** Employee shall be entitled to accrue, use and cash out sick leave upon termination on the same basis as all Authority employees as defined in the Personnel Rules and Regulations.

C. **Holidays.** Employee shall observe the same holidays as all JPA employees.

D. **Group Insurance.** The Authority agrees to put into force and make premium payments for Employee, her spouse and dependents on the same basis as it does for health, dental, vision, long-term disability insurance, and other insurance benefits generally given to or provided by the Authority for "Executive Management Employees."

E. **Flexible Benefit Plan.** Payments for benefits are paid from a Flexible Benefit Plan, which will be commensurate with the March JPA Career employees and any adjustments as they occur. Additionally, Executive Management employees are entitled to a management benefit package equal to six percent (6%) of their gross annual salary. Any unobligated flex dollars may be disbursed as taxable wages.

F. **Administrative Leave.** Employee shall accrue eight (80) hours of administrative leave annually, earned on a daily basis pro-rata for the calendar year. Notwithstanding any contrary provision of Personnel Rules and Regulations, Administrative leave provided to Employee is an annual allocation which must be used during the calendar year such leave is earned and may not be carried over or cashed out if unused by the end of the calendar year.

G. **Retirement.** Authority contracts with CalPERS for retirement benefits. Employee will be entitled to those benefits under the terms of the contract between Authority and CalPERS. The applicable retirement formula will be determined by CalPERS after Authority has enrolled Employee into CalPERS. If Employee is deemed a classic member, Employee shall pay the normal member contribution in accordance with Authority's policies. If Employee is deemed a new member, Employee shall pay any and all contributions required of new members under the provisions of the California Public Employees' Pension Reform Act of 2013. Employee shall complete the "Member Reciprocal Self-Certification Form" and submit the form to Authority within 10 business days after employment has commenced.

H. **Dues, Subscription and License Fees.** To the extent Authority's approved annual budget designates sufficient funds for the purposes identified in this section, Authority agrees to pay for the professional dues and subscriptions necessary for Employee's continued and full participation in national, state, regional and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of Authority.

I. **Professional Development.** To the extent Authority's approved annual budget designates sufficient funds for the following purposes, and upon prior approval of the Chair or Vice Chair of the Joint Powers Commission, and subject to Authority's travel policy as stated in Authority's Personnel Rules and Regulations, Authority agrees to pay registration fees and travel subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official business and other functions for Authority.

SECTION 6. PERFORMANCE EVALUATION

The Authority will conduct an evaluation of Employee on a yearly basis on or around the anniversary date of this Agreement. During the performance evaluations, the Authority and Employee shall discuss, and the Authority shall set, goals and objectives for the ensuing year. In addition, the Authority shall review Employee's then current salary and based on performance to date shall consider whether or not to adjust such salary for the ensuing year pursuant to Section

4, above.

SECTION 7. INDEMNIFICATION

Authority shall indemnify and defend Employee in accordance with the California Government Claims Act. Unless otherwise specifically required by law, Authority shall determine, in its sole discretion, whether to file an appeal if a final judgment is adverse to Employee or whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

Authority shall, by resolution, fix any other terms and conditions of employment related to the performance of Employee, provided such terms and conditions are not inconsistent with the provision of the Agreement or law.

SECTION 9. INTEGRATION.

This Agreement is intended to be the final, complete, and exclusive statement of the terms of Employee's employment by Authority. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Employee, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Authority, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

SECTION 10. AMENDMENTS; WAIVERS.

This Agreement may not be amended except by an instrument in writing, signed by each of the parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

SECTION 11. ASSIGNMENT; SUCCESSORS AND ASSIGNS.

Employee agrees that she will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Any such purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Authority with, or its merger into,

any other entity, or the sale by Authority of all or substantially all of its assets, or the otherwise lawful assignment by Authority of any rights or obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those specifically enumerated in this Agreement.

SECTION 12. SEVERABILITY.

If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

SECTION 13. ATTORNEYS' FEES.

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

SECTION 14. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15. INTERPRETATION.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

SECTION 16. NOTICES.

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below, or to such other addresses as from time to time shall be designated by the respective parties.

Authority March Joint Powers Authority
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

Employee Dr. Grace Martin
Address on File

SECTION 17. COUNTERPARTS.

This Agreement may be executed in triplicate counter parts, each of which shall be deemed an original, but all of which together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and Employee have executed the Agreement on the date(s) written below.

MARCH JOINT POWERS AUTHORITY

EMPLOYEE

By: _____
Rita Rogers, Chair

By: _____
Dr. Grace I. Martin

Date: _____

Date: _____

Approved as to Form

By _____
Thomas Rice, General Counsel
March Joint Powers Authority

Exhibit "A"

March Joint Powers Authority Executive Management Benefits per Personnel Rules and Regulations

1. Flexible Benefit Bank equivalent with career employees. What is not used for benefits will be added to employee's check as taxable wages.
2. Management Bank 6% of salary. What is not used for benefits will be added to employee's check as taxable wages.
3. 80 hours of Administrative Leave per year, accrued at 3.07 hours per pay period (must be used within the year, cannot carry over into next year).
4. 15 days of vacation per year, accrued at 4.615 hours per pay period.
5. 12 sick days per year, accrued at 3.69 hours per pay period, with no accrual limits.
6. 11 paid holidays per year.
7. 2 paid floating holidays per year.
8. Voluntary 457 deferred compensation plan. Employee may defer the maximum allowable by law.
9. Medical Reimbursement Plan allowing employees to contribute up to \$2,000 pre-tax dollars per year.
10. Dependent Care assistance account, allows employee to pay for out-of-pocket, work related dependent day cost with pre-tax dollars.
11. California Public Employee Retirement System enrollment rate of 2.7% at 55 for Classic members or 2.0% at 62 for PEPRA members.
12. Employer paid life insurance at three times annual salary not to exceed \$300,000.
13. Employer paid short-term (maximum weekly benefit of \$500, and maximum benefit period of 13 weeks) and long-term disability (maximum monthly benefit of \$4000, and maximum benefit period based on age at disability) at 60% of salary pursuant to Authority policy as of date of hire.