

Corrected 8/13/2015

EMPLOYMENT AGREEMENT
FOR GENERAL MANAGER

THIS AGREEMENT is entered into this 1st day of July 2015, by and between the SANTA CLARA COUNTY OPEN SPACE AUTHORITY (hereinafter "Authority"), and Andrea Mackenzie (hereinafter "Employee"). The parties agree as follows:

1. EMPLOYMENT AND DUTIES

The Authority hereby employs Employee as its General Manager and Employee hereby accepts such employment. Employee shall assume all duties of General Manager of the Authority. Employee shall be the chief executive officer of the Authority and shall be responsible to the Authority Board of Directors for the proper administration of the affairs of the Authority. Employee represents that she has the special skills, knowledge and experience to perform the functions and duties of the Authority's General Manager and hereby agrees to perform such functions and duties and such other duties as Authority Board of Directors shall from time to time assign to its General Manager. In addition to exercising her special skills, employee will perform all of the usual and customary functions and duties of the General Manager, including, but not limited to, the following:

- a) Assemble and explain facts pertinent to Authority business and prepare staff reports as required;
- b) Prepare the agendas for Board of Directors and Committee meetings (in consultation with the Chair of such Board or Committee prior to preparing such agenda) and advise the Board of Directors on appropriate priorities and required actions;
- c) Attend all meetings of the Board of Directors of the Authority unless excused by the Board Chair;
- d) Direct Authority staff in preparation for Board of Directors and Committee meetings, maintain official records, and execute related functions;
- e) Represent the Board of Directors in relationships with other governmental agencies, private entities, and individuals;
- f) Confer with and direct all subordinate managers in the formation and implementation of administrative policies and practices;
- g) Prepare and submit the annual budget;
- h) Represent Authority in press and other information media as required; and
- i) Implement any Strategic Plan or other official Plan or Policy adopted by the Board of Directors.

2. STANDARD OF PERFORMANCE

Employee shall carry out the functions and duties required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the General Manager profession in which Employee is engaged in the general geographical area of Authority. All instruments of service of whatsoever nature which Employee delivers to Authority pursuant to this Agreement shall be prepared in a substantial, first class and professional manner and conform to the standards of quality normally observed by a person practicing in Employee's profession.

Except to the extent of any conflict with this General Manager Employment Contract, Employee shall be subject to and comply with the Authority's Employee Handbook, and any amendments thereto. Wherever in the Employee Handbook decisionmaking authority under the auspices of the General Manager, if the decision is with regard to the General Manager herself, then the decisionmaker shall be the Authority Board of Directors.

3. TIME

Employee shall devote full-time (a minimum of 40 hours per week) to the performance of the functions and duties required under this Agreement and such additional time as may be reasonably necessary for the satisfactory performance of Employee's obligations pursuant to this Agreement. Employee is an exempt employee under the Fair Labor Standards Act, but is required to engage in those hours of work that are necessary to fulfill the obligations of the General Manager position. The General Manager position does not have set or fixed hours of work as the General Manager is expected to be available at all times. The General Manager shall not engage in any outside employment.

4. TERM

- a) This Agreement is effective July 1, 2015, and shall expire on June 30, 2018. Performance reviews shall be conducted by Authority Board of Directors annually during the second quarter of each calendar year ending June 30. At the end of the term of this Agreement, the Board of Directors, at its discretion, may extend this Agreement or choose not to renew the Agreement.
- b) Employee agrees that she serves completely at the will of Authority Board of Directors and that nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Authority to terminate this Agreement without cause at any time, upon 30 days prior written notice, without any right to appeal and without any damages or benefits or other compensation not otherwise specified herein owing to Employee. Any policy or rule of Authority that conflicts with this Agreement is expressly rendered inapplicable to Employee. Authority Board of Directors may cease to assign General Manager functions or duties to Employee at any time without the same constituting a breach of this Agreement.

- c) In the event Employee becomes mentally or physically incapable of performing the General Manager's functions and duties with reasonable accommodation and it reasonably appears that such incapacity will last for more than six (6) months, the Authority Board of Directors may terminate Employee due to incapacity.

5. COMPENSATION

- a) In consideration for Employee performing the functions and duties outlined in this Agreement, Authority agrees to pay Employee at the rate of one hundred and eighty seven thousand, six hundred and eighty dollars (\$187,680) per annum, payable at the same intervals and in the same manner as other Authority employees.
- b) Authority shall provide, or reimburse Employee for, a cell phone with an unlimited calling plan.
- c) Authority shall provide all leaves and other benefits afforded to full-time employees as specified in Authority's Sections 3.45, 3.50, 3.55 and 3.60 of the Employee Handbook, except that Employee's vacation leave shall accrue at the rate of twenty (20) days per year.
- d) Business travel expenses, educational fees and professional dues and development expenses are provided upon prior approval for such expenses from the Authority Board of Directors.
- e) Upon termination of this Agreement pursuant to Paragraph 4.b) above, Employee shall receive a severance package if the Employee has served at least one (1) year under the terms of this Agreement. The terms of this severance package are as follows:
 - (1) Employee will receive her salary for six (6) months after her last day of service, which will be equivalent to the amount provided for in paragraph 5.a) prorated for a period of six (6) months.
 - (2) Authority shall cover Employee's health insurance expenses for the six (6) month period that she continues to receive her salary.

Employee is only entitled to this severance package in the event of termination pursuant to Paragraph 4.b) and Employee is not entitled to this severance package in the event of resignation, retirement, or disability retirement by Employee, death of Employee, or expiration of the term of this Agreement.

6. CONFLICT OF INTEREST

Employee warrants that she presently does not have and will not acquire any direct or indirect

financial interest which would conflict with her performance of this Agreement.

7. DOCUMENTS

All documents provided to Employee by Authority, and all reports and supporting data prepared by Employee for Authority, are the sole property of Authority and shall be delivered to Authority upon termination of this Agreement or at Authority's written request.

8. EQUAL EMPLOYMENT OPPORTUNITY

During and in relation to the performance of this Agreement, Employee shall follow all applicable federal, state, local and Authority policies, rules and regulations requiring or encouraging avoidance of discrimination or harassment (sexual or other). Employee further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Actions to which such agreement not to discriminate or harass shall apply shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer.

9. NONASSIGNMENT

No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be null, void and of no effect.

10. ENTIRE BINDING AGREEMENT; MODIFICATION

This Agreement contains the entire agreement between Authority and Employee relating to Employee's performance of the functions and duties of General Manager of Authority. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be required to be in writing and signed by both the Authority and Employee.

11. WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of both Authority and Employee. Forbearance or indulgence by Authority and/or Employee in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the party obligated. Authority and/or Employee shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence. Authority's or Employee's waiver of any term, condition or covenant, or breach of any term, condition or covenant, or breach of any other term, condition or covenant shall not constitute the waiver of any other term, condition or covenant, or the breach of any other term, condition or covenant.

12. CONFIDENTIALITY

- a) Employee may be granted access to certain confidential information, including, but not limited to, reports, exhibits, data, electronic mail, files, or data, provided by, or contained in the records of Authority and/or its attorneys in the course of performing the work required under this Agreement, or Employee may prepare or assemble such confidential information. Employee warrants that she shall keep all such information strictly confidential and shall not make any of these documents or information available to any individual or organization, other than the Legal Counsel for Authority, without the prior written consent of Authority Board of Directors.
- b) Employee's obligation to maintain confidentiality concerning all confidential information received under this Agreement shall not terminate on completion of this Agreement, but rather shall survive the termination of this Agreement indefinitely or until waived (or partially waived) in writing by the Authority, regardless of the manner of termination.

13. SEVERABILITY

If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on the parties to this Agreement unless the term, condition or covenant held invalid is a material part of the consideration for this Agreement.

14. VENUE AND GOVERNING LAW

If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties to this Agreement agree that venue thereof shall be the County of Santa Clara, State of California. This Agreement and the legal relations between the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. CAPTIONS

Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

16. TIME OF THE ESSENCE

Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

17. COMPLIANCE WITH LAW

In performing the work required under this Agreement, Employee shall comply with all applicable federal, state, local and Authority laws, regulations and ordinances.

18. NOTICES

Any written notice to Employee shall be sent to:

Andrea Mackenzie
c/o Santa Clara County Open Space Authority
6980 Santa Teresa Blvd., Ste 100
San Jose, CA 95119

Any written notice to Authority shall be sent to:

Clerk of the Board
Santa Clara County Open Space Authority
6980 Santa Teresa Blvd., Ste 100
San Jose, CA 95119

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written and hereby represent having the authority to do so.

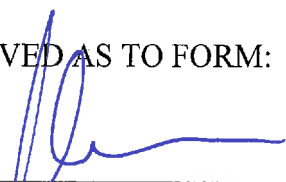
ANDREA MACKENZIE



SANTA CLARA COUNTY
OPEN SPACE AUTHORITY

By: 
Mike Potter, Chairperson

APPROVED AS TO FORM:

By: 
William P. Parkin, Legal Counsel

AMENDMENT #1 TO EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

THIS AMENDMENT #1 TO EMPLOYMENT AGREEMENT FOR GENERAL MANAGER (hereinafter referred to as "Amendment #1") entered into on December 14, 2015, forms a part of the Employment Agreement for General Manager (hereinafter "Agreement"), between the SANTA CLARA VALLEY OPEN SPACE AUTHORITY (hereinafter referred to as "Authority") and ANDREA MACKENZIE (hereinafter referred to as "Employee") dated July 1, 2015, and modifies the Agreement as follows:

(1) Section 4, "TERM," subsection a), the expiration date stated therein is amended to state that the Agreement "shall expire on June 30, 2021." All other terms of subsection a) remain the same.

(2) Section 5, "COMPENSATION", is amended as follows:

(i) subsection a), is replaced with the following subsection:

In consideration for Employee performing the functions and duties outlined in this Agreement, Authority agrees to pay Employee at the rate of two hundred and ten thousand dollars and no cents (\$210,000.00) per annum, payable at the same intervals and in the same manner as other Authority employees.

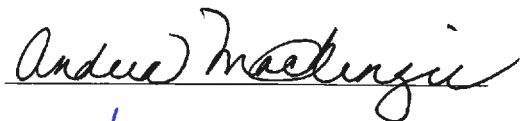
(ii) subsection c), is replaced with the following subsection:

Authority shall provide all leaves and other benefits afforded to full-time employees as specified in sections 13A, 13B, 13C and 14 of the Authority's Employee Handbook, except that Employee's vacation leave shall accrue at the rate of twenty-five (25) days per year.

All other provisions of the Agreement that are not inconsistent with this Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written and hereby represent having the authority to do so.

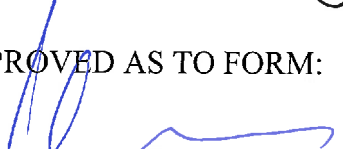
ANDREA MACKENZIE



SANTA CLARA VALLEY
OPEN SPACE AUTHORITY

By: 
Mike Flaugh, Chairperson

APPROVED AS TO FORM:

By: 
William P. Parkin, General Counsel