

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
EMPLOYMENT AGREEMENT – EXECUTIVE DIRECTOR**

9th This Employment Agreement (herein “Agreement”) is made and entered into as of the day of June 2021, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (hereinafter referred to as “WRCOG”) and Kurt Wilson (hereinafter referred to as “Employee”). WRCOG and Employee are sometimes individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

This Agreement is made and entered into with respect to the following facts:

A. WRCOG wishes to engage the services of Employee as the Executive Director of WRCOG and to induce the Employee to remain in such position on the terms and conditions set forth in this Agreement;

B. Employee represents and warrants that he is familiar with the position’s legal requirements, industry standards and responsibilities and duties set forth in the job description as adopted by WRCOG; and

C. Employee represents and warrants that he has the skill and ability to serve in the position of Executive Director of WRCOG and wishes to accept such employment on the terms and conditions set forth in this Agreement.

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

SECTION 1. EMPLOYMENT.

WRCOG hereby offers and the Employee hereby accepts the position of Executive Director of WRCOG. Employee shall perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties as specified the job description adopted by WRCOG for the position, and such legally permissible further duties and functions as shall, from time to time, be assigned by WRCOG.

SECTION 2. TERM AND RENEWAL.

This Agreement shall be effective as of July 1, 2021 (the “Anniversary Date”), and shall continue in effect for three (3) years unless employment is terminated sooner or as provided in this Agreement. 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.

SECTION 3. DUTIES AND OBLIGATIONS OF EXECUTIVE DIRECTOR.

A. Employee hereby agrees to perform the functions and duties of Executive Director as set forth in WRCOG's resolutions, Ordinances, Rules, Regulations and Policies, and to perform such other duties and functions as WRCOG may from time to time assign. Employee further agrees to perform all such functions and duties on a full time basis, to the best of his ability, and in an efficient and competent manner. In his position, Employee shall assume sole and exclusive responsibility for the administration of WRCOG's policies and shall be considered the appointing authority for all other employee positions and for the selection and termination of all other employees.

B. Employee will focus his professional time, ability, and attention to WRCOG business during the term of this Agreement. Employee shall not engage in any outside employment or any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior knowledge and express approval of the WRCOG Administration Committee. Notwithstanding the foregoing, nothing in this Agreement is to be construed as prohibiting Employee from engaging in volunteer, philanthropic, or community-based activities, or activities related to professional organizations such as ICMA or CalCOG or other organizations that would be reasonably associated with the business of WRCOG, provided that such activities are conducted outside of normal work hours and do not unreasonably interfere with Employee's duties as Executive Director of WRCOG. Employee has a preexisting teaching commitment on July XX out-of-state. Nothing in this Agreement shall prohibit Employee from honoring such commitment.

C. WRCOG and Employee agree and acknowledge that until August 31, 2021 Employee may devote 1) up to one (1) day per week and 2) time outside of business hours to concluding matters relating to his pre-WRCOG employment with the City of Beaverton, Oregon. Any work during business hours under this Section 3.C shall be pre-scheduled. . Any outside employment under this Section 3.C shall not unreasonably interfere with Employee's duties as Executive Director of WRCOG.

SECTION 4. COMPENSATION.

Employee shall be paid Two Hundred and Sixty Thousand Dollars (\$260,000.00) annually, payable in installments at the same time as other employees of WRCOG are paid, pursuant to the procedures regularly established, and as they may be amended by WRCOG. Employee may receive annual increases in salary (whether merit or cost of living) or bonuses as may be determined by WRCOG in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.

SECTION 5. BENEFITS.

Except as otherwise provided herein, Employee shall receive the same benefits as provided to other WRCOG employees. Specifically:

A. Flexible Benefits Plan. Employee shall be provided with a flexible benefits health care and/or dependent care plan that allows contributions at an amount no more than five percent (5%) of Employee's annual base salary.

B. Health Insurance. Employee shall be provided with the same health, dental, and vision or cash-in-lieu plans as other management employees, except that WRCOG will pay one hundred percent (100%) of the premiums for Employee and his family for health, dental and vision benefits.

C. Technical Equipment. Upon commencement of employment, WRCOG shall provide Employee with a cell phone and such technical equipment as may be necessary for the performance of his or her duties.

D. Dues and Subscriptions. WRCOG shall budget and pay for Employee's professional dues and subscriptions necessary for his continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of WRCOG.

E. Professional Development. WRCOG shall budget and pay for travel and subsistence expenses for Employee (as set out by applicable WRCOG policy, as it may be amended from time to time in WRCOG's sole discretion) for WRCOG approved professional and official travel, meetings and similar necessary functions, including, but not limited to, WRCOG approved groups and committees of which Employee is a member, as well as short courses, institutes and seminars necessary for the Employee's professional development and the good of WRCOG. Overnight travel shall be approved by the WRCOG Chair in advance.

F. Bonding. WRCOG shall bear the full cost of any fidelity or other bonds required under any law or ordinance in order to discharge the duties of Employee's position.

SECTION 6. REIMBURSEMENT FOR MOVING EXPENSES

WRCOG agrees to reimburse Employee for moving expenses incurred by Employee in relocating to accept employment with WRCOG in a total amount of no more than seven thousand and five hundred dollars (\$7,500.00), subject to Employee securing three (3) bids for moving services and accepting the lowest such bid, and further subject to Employee submitting receipts for all moving expenses incurred. Employee agrees that if his employment ends prior to the completion of one (1) year of service with WRCOG he will be required to reimburse WRCOG for a pro rata share of all moving expenses paid by WRCOG.

SECTION 7. REIMBURSEMENT FOR TEMPORARY HOUSING

WRCOG agrees to reimburse Employee for temporary housing expenses incurred by Employee in relocating to accept employment with WRCOG in a total amount of no more than three thousand dollars (\$3000.00), subject to Employee submitting receipts for all temporary housing expenses incurred.

SECTION 8. AT-WILL EMPLOYMENT STATUS, TERMINATION OF AGREEMENT AND SEVERANCE PAY.

A. Nature of Employment. The parties hereby expressly agree that Employee, in his capacity as Executive Director, is an at-will employee serving at the will and pleasure of WRCOG, subject to termination pursuant to the terms of this Agreement, and with no right to any hearing or appeal other than the rights expressly provided in this Agreement. Nothing in this Agreement, any statute, ordinance, or rules shall prevent, limit or otherwise interfere with the right of WRCOG to terminate, without cause or right of appeal or grievance, the services of Employee at any time. Accordingly, Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his employment and that he hereby waives any rights he would otherwise have thereunder.

B. By WRCOG Not For Cause. At any time WRCOG may terminate Employee's employment for any reason, with or without cause, by providing Employee severance, in accordance with the terms of California Government Code sections 53260, et seq., in an amount equal to three (3) months of Employee's then base monthly salary, or in an amount equal to the remainder of the term of this Agreement, whichever is less. The amount of severance may be negotiated up to a maximum of six (6) months in years two and three of the Agreement. Employee's right to severance is contingent upon Employee irrevocably executing a release of all claims as drafted and submitted to Employee by WRCOG counsel and including a waiver pursuant to Civil Code Section 1542. Employee shall be entitled to this severance pay either in a lump sum or, if he so elects, in a reasonable number of installments. Thereafter, all of WRCOG's obligations under this Agreement shall cease.

C. For Cause. At any time, and without prior notice, WRCOG may terminate Employee's employment for cause (as defined below). WRCOG shall pay Employee all compensation then due and owing; thereafter all of WRCOG's obligations under this Agreement shall cease. Termination shall be for "cause" if Employee: (1) acts in bad faith and to the detriment of WRCOG; (2) refuses or fails to act in accordance with any specific direction or order of WRCOG; (3) exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, breach of trust, habitual neglect, or incompetence; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) breaches any material term of this Agreement..

D. Resignation. At any time, Employee may resign from his employment for any reason, with or without cause, by providing WRCOG with ninety (90)) days' advance written notice. WRCOG shall have the option, in its complete discretion, to make Employee's

termination effective at any time prior to the end of such notice period, provided: (1) WRCOG pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the compensation employee would have earned through the balance of the above notice period; and (2) WRCOG continues Employee's health benefits under this Agreement for the balance of the above period. Thereafter, all of WRCOG's obligations under this Agreement shall cease. In the event Employee fails to provide the one hundred and eighty (180) days' written notice of resignation (e.g., notice of less than ninety days), WRCOG may terminate this Agreement and Employee's employment at any time without any further obligations to Employee other than paying all compensation due and owing through the last day actually worked.

E. Upon Employee's Death, Retirement, Incapacity: This Agreement shall automatically terminate upon Employee's death, retirement, or permanent incapacity, at which time WRCOG shall pay Employee all compensation then due and owing; thereafter all of WRCOG's obligations under this Agreement shall cease..

F. Benefits Upon Termination. All benefits to which Employee is entitled under this Agreement shall cease upon Employee's termination, unless explicitly continued either under this Agreement, under any specific written policy or benefit plan of WRCOG, or unless otherwise required by law.

G. Termination Obligations. Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to WRCOG and shall be returned promptly to WRCOG upon termination of Employee's employment. Employee's obligations under the subsection shall survive the termination of his employment and expiration of this Agreement.

SECTION 9. ACTION BY WRCOG.

All actions required or permitted to be taken under this Agreement by WRCOG, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by the Western Riverside Council of Governments or a designated representative specifically authorized in writing to fulfill these obligations under this Agreement.

SECTION 10. NOTICES.

Any notice of other communication under this Agreement must be in writing and shall be effective upon delivery by hand, upon e-mail or facsimile transmission to WRCOG (but only upon receipt of a written confirmation of receipt), or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to WRCOG or Employee at the addresses or emails or facsimile number below. Employee shall be obligated to notify WRCOG in writing of any change to his address.

WRCOG Notice Address:

Western Riverside Council of Governments
3390 University Ave., Suite # 450
Riverside, CA 92501
Fax: 951-223-9720

Employee Notice Address:

Kurt Wilson
465 Whitney Peak
Beaumont, CA 92223

SECTION 11. PERFORMANCE EVALUATION

A. WRCOG shall review and evaluate the performance of Employee six (6) months after the commencement of the term of the Agreement, and thereafter on an annual basis beginning on the first anniversary of Employee's employment with WRCOG. During the evaluation Employee and WRCOG shall agree on defined goals to be achieved by Employee in the subsequent evaluation period. Employee shall be eligible, if warranted in WRCOG's sole discretion, to receive a salary adjustment and/or bonus at the conclusion of such evaluation. Any agreed salary increase and/or bonus must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. Failure of WRCOG to conduct a performance evaluation shall not be a breach of this Agreement and shall not prohibit WRCOG Board from terminating this Agreement in accordance with Section 3 of this Agreement

B. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of WRCOG. Nothing herein shall be deemed to alter or change the at-will employment status of Employee, nor shall this Section be construed as requiring "cause" to terminate this Agreement or the services of Employee hereunder.

SECTION 12. GOVERNMENT CODE SECTION 53243 COMPLIANCE.

In compliance with Government Code Section 53243, to the extent WRCOG 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 of this Agreement, Employee shall fully reimburse WRCOG for any and all amounts paid by WRCOG which fall within subsections (i) through (iii) of this section in the event that the Employee is convicted of a crime involving the abuse of his office or position.

SECTION 13. GENERAL PROVISIONS.

A. Integration. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement wholly supersedes and replaces the terms of any prior agreements, and any rights contained in such agreement.

B. Governing Law. This Agreement shall be governed by the laws of the State of California. The parties agree that venue for any dispute is appropriate in the Superior Court of Riverside County, California.

C. Waiver. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by either party to this Agreement, and either party shall be free to reinstate any such term or condition, with or without notice, to the other.

D. Amendment. This Agreement may be amended from time to time, as mutually agreed by the parties in writing. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Employee and approved by WRCOG.

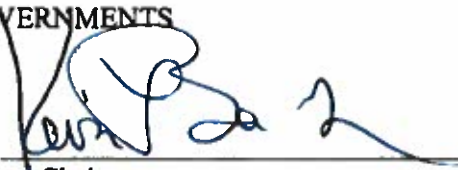
E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, but nothing herein shall be construed as an authorization or right of any party to assign his/its rights or obligations hereunder. Any assignment of the rights or obligations of Employee hereunder without the express written approval of WRCOG shall be void.

F. Partial Invalidity. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected, and shall remain in full force and effect.

G. Legal Consultation. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS has caused this Agreement to be signed and duly executed by its Chair, and Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

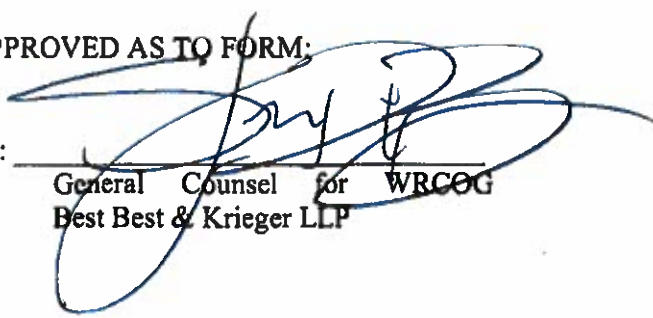
By: 

Chair

KURT WILSON

By: 

APPROVED AS TO FORM:

By: 

General Counsel for WRCOG
Best Best & Krieger LLP