

EMPLOYMENT AGREEMENT

This agreement is entered into this 16th day of May 2019, by and between Santa Cruz Regional 9-1-1 Communications Center Joint Powers Authority, a public entity formed pursuant to Section 6500 *et. seq.* of the California Government Code (hereinafter referred to as "Employer"), and Dennis Kidd (hereinafter referred to as "Employee").

WHEREAS, Employer wishes to employ the services of Employee and Employee wishes to render services to Employer;

NOW, THEREFORE, in exchange for the mutual promises, covenants and conditions contained herein, the parties agree as follows:

ARTICLE ONE

TERM OF EMPLOYMENT

1.1 Employment. Employer hereby employs Employee and Employee hereby accepts employment with Employer on conditions hereinafter set forth.

1.2 Term. The term of this Agreement shall begin on June 1, 2019, and shall continue until July 31, 2022 unless terminated as provided by Article Four herein.

1.3 Agreement Renewal. At least ninety (90) days prior to the expiration of this Agreement pursuant to Section 1.2, Employer shall enter into negotiations with Employee for renewal, modification, or extension of this Agreement.

ARTICLE TWO

DUTIES OF EMPLOYEE

2.1 Basic Duties. Employee is hereby employed as the General Manager of the Santa Cruz Regional 9-1-1 Communications Center. Employee shall do and perform all services, acts, or things necessary to conduct the operations of the Employer in the Employee's capacity as the General Manager. Employee shall report directly to, and shall serve at the pleasure of, the Board of Directors of the Employer.

2.2 Devotion of Time to Employer's Business. Employee shall devote his productive time, ability and attention to the business of the Employer during the term of this Agreement, and agrees, to the best of his ability and experience, to loyally and conscientiously perform all of the duties and obligations either expressly or impliedly required of him by the terms of this Agreement.

2.3 Relationship of Parties. Employee shall at all times be subject to the control and direction of the Board of Directors in the performance of his duties hereunder. Employer reserves the exclusive right to designate which duties the

Employee shall perform. Employee shall have no authority to enter into any contracts binding upon Employer or to create any obligation on the part of Employer except as specifically authorized by the Board of Directors of Employer.

ARTICLE THREE

COMPENSATION OF EMPLOYEE

3.1 Basic Salary. As compensation for services rendered hereunder, Employee shall receive a monthly base salary of Thirteen Thousand Nine Hundred Fifty Four Dollars and Eighty Two Cents (\$13,954.82) beginning on June 1, 2019. Employee's salary and performance shall be evaluated by the Board of Directors during the Board Meeting scheduled for March 26, 2020 and annually thereafter. Upon a satisfactory or above performance review, the basic salary shall be increased as follows:

- a) 2% Cost of Living Adjustment to Fourteen Thousand Two Hundred Thirty Three Dollars and Eighty Two Cents (\$14,233.92), effective with the first pay period in March 2020; and
- b) 2% Cost of Living Adjustment to Fourteen Thousand Six Hundred Sixty Dollars and Ninety Four Cents (\$14,660.94), effective with the first pay period in September 2020; and
- c) The parties mutually agree to reopen this contract to discuss compensation adjustments effective for the first pay period in June 2021.

During each salary review of Employee, Employer may take into consideration any salary and benefit increases provided to other Emergency Communications Center employees. Employee understands and agrees that the position of General Manager is a salaried-exempt position and that no overtime pay shall accrue to Employee as a result of any work performed for Employer in excess of forty (40) hours per week.

3.2 Use of Private Vehicle and Travel Reimbursement. Employee will be reimbursed for all business travel according to Authority Policy 350 (Travel).

3.3 Lateral Transfer. Employer recognizes the General Manager's previous years of public safety communications service with the City of Huntington Beach and extends the provisions of the Employer's established lateral transfer policy to Employee.

3.4 Paid Leave. Employee shall accrue paid vacation at the rate of twenty-five (25) days per year. Maximum accrual amounts, Sick Leave, Administrative Leave and Holidays shall be in accordance with Employer's established policy.

3.5 Employment, Benefit and Compensation Policies. Unless otherwise specified and/or set aside by this Agreement, all employment, benefit, and compensation policies approved by the Board of Directors shall apply to Employee's terms and

conditions of employment. Employee may elect to be paid at his regular rate of pay for unused vacation time up to 120 hours per fiscal year.

ARTICLE FOUR

TERMINATION OF EMPLOYMENT

4.1 Voluntary Termination. Either party hereto may terminate this Agreement by providing the other party with thirty (30) days written notice of such intention to do so. Termination of this Agreement by Employer under this Section or Section 4.2 must be supported by a majority vote of the Board of Directors of Employer. In the event that Employer voluntarily terminates this Agreement, Employee shall receive five (5) month's salary as severance pay upon his last day of employment.

4.2 Termination for Cause. If Employee willfully breaches the duties which he is required to perform under the terms of this Agreement or exhibits gross misconduct detrimental to the operation of the business of Employer, as determined in the sole discretion of Employer, Employer may, at its option, terminate this Agreement by giving written notice of termination to Employee, and such termination will be effective immediately upon receipt of the notice of termination. If Employee is terminated for cause, Employee shall not be entitled to severance pay but will receive one month's salary in lieu of notice.

4.3 Effect of Termination on Compensation. In the event of termination of this Agreement, Employee shall be entitled to the compensation described in Article Three, Section 1 earned up to the date of termination, computed pro rata, as well as any accrued vacation pay, administrative pay, sick leave pay, and any additional notice or severance pay as provided in this Article.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.1 California Law. This Agreement and the rights and obligations of the parties shall be construed, interpreted, and enforced pursuant to the laws of the State of California, except that this Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to, or aid of, Section 1654 of the California Civil Code.

5.2 Severability. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, it is the specific intent of the parties that such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all the other provisions of the Agreement and all other applications of such provisions shall not be affected thereby.

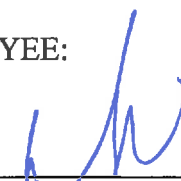
5.3 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and there are no agreements, understandings, restrictions, representations, or warranties among the parties other than those set forth herein or herein provided for. This Agreement may not be changed orally but only by written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the City of Santa Cruz, State of California, on _____, 2019.

EMPLOYER:
SANTA CRUZ REGIONAL 9-1-1
COMMUNICATIONS CENTER
JOINT POWERS AUTHORITY

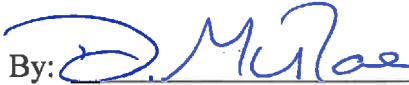
By: 

Carlos Palacios, Board Chairperson

EMPLOYEE:
By: 

Dennis Kidd

APPROVED AS TO FORM:

By: 

Attorney for the Santa Cruz Regional 9-1-1
Communications Center
Joint Powers Authority