

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) made and effective as of the ____ day of ___, 2010 between PAUL MORSEN (“Employee”), and CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY (“CCCSWA”), a public agency. This Agreement supersedes and replaces in its entirety any previous agreements made and executed between these same parties.

WHEREAS, on July 16, 2007, the Board of Directors of the CCCSWA (“Board”) hired Employee to perform the duties of an Executive Director as a temporary consultant; and

WHEREAS, subsequent to the execution of that contract, the Board conducted search and recruitment activities but was not able to find a suitable permanent Executive Director, and the contract was then modified to extend Employee’s term of employment; and

WHEREAS, by Board action at the January 29, 2009 meeting, all CCCSWA employees were granted a 2.8% Cost of Living Allowance increase, including Employee, which had the effect of raising Employee’s monthly salary to \$14,392; and

WHEREAS, because a PERS audit showed that Employee should be included in the PERS system, the Board took additional action at the same meeting authorizing the CCCSWA to pay the employer’s portion of the PERS retirement contributions; and

WHEREAS, effective January 2010, the employment contract was amended to reflect a reduction in the value of benefits that would otherwise have been provided to a person holding the position of Executive Director of CCCSWA, which had the effect of reducing Employee’s monthly salary to \$13,835; and

WHEREAS, the parties wish to execute a new contract that extends and clarifies the end date of Employee’s term of employment; and

WHEREAS, Employee and CCCSWA have agreed to the terms of this Agreement as indicated by the Board's approval of terms of this Agreement on _____.

NOW, THEREFORE, in consideration of the material advantages accruing to the parties and the mutual covenants contained herein, Employee, and CCCSWA agree as follows:

A. Employment Relationship. The Board, or the designee of the Board, shall have sole authority and responsibility to assign duties to Employee, to evaluate Employee's performance of said duties and to terminate Employee. Employee and CCCSWA agree that Employee shall not be entitled to any employment benefits customarily accorded to CCCSWA employees except as specifically as set forth herein. The benefits which shall not be available to Employee include, car allowance or reimbursement, disability insurance, health benefits and retirement, except to extent PERS may require contributions therefore.

B. Term. The term of this Agreement shall begin on the Effective Date and will terminate January 15, 2013. Both parties agree that Employee is retained on an at-will basis. Both parties agree that this relationship is governed solely by this Agreement, and not by any statutory provisions, including those governing public employment nor by any terms set forth in any prior agreement made and executed by these parties.

C. Employee's Duties. Employee shall render his best professional services and skills for the benefit of the CCCSWA, performing the duties of an Executive Director of the CCCSWA. His primary responsibilities are to perform all supervisory and administrative tasks generally required of an executive officer for a similarly situated public agency, and further to initiate and complete the recruitment process for a permanent full-time Executive Director at such time as directed by the Board of Directors. These Executive Director functions include, but are not limited to: supervising all CCCSWA administrative and financial activities; supervising personnel functions in coordination with the City of Walnut Creek; serving as the primary contact with the Board;

supervising the preparation of Board and Board subcommittee agendas and staff reports; supervising the continuation of all existing recycling and reuse programs; administering the existing CCCSWA franchises and other vendor contracts; pursuing the goal statement as adopted by Board; and overall responsibility for CCCSWA's functioning. Employee shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards for a professional public agency administrator.

D. Compensation. In consideration for Employee's services, the CCCSWA agrees to pay Employee and provide benefits which total the amount of thirteen thousand eight hundred thirty-five dollars (\$13,835.00) per month as compensation. Employee shall annually earn three hundred and twenty (320) working hours of general leave. The general leave shall be credited to the Employee on January 16th of each year. Employee shall not receive any additional leave of any variety other than as may be required by law. Although general leave shall be credited to the Employee annually on the first day of the contract year, Employee shall not accumulate leave from year to year, nor shall Employee be due any payment for unused leave in any contract year.

CCCSWA shall continue such compensation to Employee until the termination of this Agreement. The compensation set forth in this Section shall be the full and sole compensation provided to Employee, and CCCSWA and Walnut Creek shall not provide Employee with any other benefits as discussed below.

E. Exclusivity of Service. The Employee shall devote all employment energies, interests, abilities and time to the performance of duties hereunder on a full time basis. Notwithstanding Employee's obligations set forth herein, upon consent of the CCCSWA Chair of the Board, Employee may, from time to time, engage in other activities, for example, professional photography, teaching and consulting, so long as such activities do not conflict with Employee's

obligations to the CCCSWA. In addition, Employee shall not engage in any activity, which, in the sole opinion of the CCCSWA Board Chair, would be detrimental to the CCCSWA.

F. Additional Compensation or Reimbursements.

1. Fringe Benefits. The Employee is an employee who shall not receive any benefits not specifically set forth herein, to wit Employee shall not receive medical, dental or vision benefits nor an automobile allowance. So long as the CCCSWA participates in PERS, PERS retirement benefits will be paid as required by PERS. CCCSWA will pay the employer's share, and Employee will pay the full employee share.

2. Expense Reimbursement. CCCSWA agrees to pay the travel, including mileage, for trips outside the service area, and subsistence expenses of Employee for that official travel, meetings and occasions which are reasonably necessary to enable the Employee to pursue official or other functions for the CCCSWA, provided such travel is consistent with Employee's responsibilities as directed or authorized by the Board.

3. Employee's Responsibilities. It is the understanding of the parties that the CCCSWA office observes the same weekend and holiday schedule as the City of Walnut Creek and that Employee will not be expected to perform Executive Director services at the CCCSWA offices on those days. Employee's compensation is based on Employee being available to perform consulting services under this Agreement in a manner equivalent to forty (40) hours per week on a regular basis.

Employee shall keep the Board Chairperson informed of his schedule and schedule absences in such a manner to minimize adverse impacts on the operations of CCCSWA.

G. Office Hours. The CCCSWA Board and Employee agree that one of Employee's duties shall be to be present on a regular basis be present at the offices of CCCSWA during a sufficient portion of office hours from 8:30 a.m. to 5:00 p.m. Monday through Friday in order to

supervise and perform administrative services; however, Employee shall otherwise perform these Employee services at times and in such manner as Employee determines.

H. Termination. Either Employee or the CCCSWA may terminate Employee's retention at any time upon giving the other party one (1) month's prior written notice. Neither party's right to terminate this Agreement shall be limited by an implied covenant or oral agreement. In the event of termination of this Agreement for any reason, the Employee shall be entitled to payment prorated to the date of termination. Following any notice of termination, the Employee shall fully cooperate with the CCCSWA in all matters relating to the winding up of his pending duties on behalf of the CCCSWA and the orderly transfer of any such pending work to such other employee(s) of the CCCSWA or the new executive director.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof. No party has made or relied upon any representations, warranties or commitments with respect to the subject matter of this Agreement except those specifically set forth herein. This Agreement shall be modified only with a written instrument duly executed by each of the parties.

J. Possession and Ownership of Property. Upon termination of this Agreement, regardless of how termination may be effected, or whenever requested by the CCCSWA, Employee shall immediately turn over to CCCSWA all of CCCSWA's property, including all items used by Employee in rendering services for CCCSWA hereunder or otherwise, that may be in Employee's possession, or under his control. All rights, title, royalties and interest to all work product of Employee resulting from his performance under this Agreement, including software, systems, specifications, data, reports, opinions and any other such information and materials as may be

accumulated by Employee in performance of work under this Agreement, whether complete or in progress, shall be vested in the CCCSWA.

K. Confidentiality. The Employee agrees that in addition to any other limitation, regardless of the circumstances of the termination or retention, he will not communicate to any person, firm or corporation any confidential information relating to the CCCSWA which he might from time to time acquire in the course of carrying out his responsibilities under this Agreement.

L. Waiver. Failure of either party to require the performance of any term or condition of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent subsequent enforcement of any such term or any other term, nor be deemed to be a waiver of any subsequent breach.

M. Notices. Any and all notices or communications required or permitted to be given under this Agreement shall be delivered in writing by registered or certified mail, postage prepaid, and addressed in the case of Employee, to 1708 Stuart Court, Benicia, CA 94510 and, in the case of the CCCSWA to 1111 Civic Drive, Suite 275, Walnut Creek, CA 94596, or to such other address as either party hereto shall hereafter designate by written notice to the other party. Mailed notices or communications shall be delivered upon deposit thereof in the mail in accordance with this paragraph.

N. Review. Each party to this Agreement has had the opportunity to adequately review this Agreement, and failure to do so and any consequences thereof shall not be charged to the other party.

O. Headings and Severability. The paragraph headings contained in this Agreement are for reference purposes only and do not constitute substantive matter to be considered in construing the terms and provisions of this Agreement. The invalidity or unenforceability of any particular

provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

P. Miscellaneous.

1. Amendments. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended by mutual agreement, provided that before any amendment shall be valid or effective, it must be reduced to writing and signed by both parties.

2. Binding on Heirs, Successors and Assigns. The Employee retention provisions of this Agreement are personal to Employee, but the administrative provisions of this Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the heirs, administrators, executors, successors and assigns of the parties hereto.

3. Arbitration and Attorney's Fees. If any dispute arises concerning the rights of either party regarding the terms of this Agreement, the parties shall submit that dispute to arbitration and shall accept as final and binding the decision of the duly selected arbitrator. The dispute shall be arbitrated pursuant to the California Employment Dispute Resolution Rules developed by the American Arbitration Association.

4. Drafting of Agreement. This Agreement was negotiated between the parties and shall be read as if it was prepared jointly by the parties.

5. Choice of Law. This Agreement shall be construed and enforced under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Dated: _____

CENTRAL CONTRA COSTA
SOLID WASTE AUTHORITY

By: Victoria Smith, Chair

Dated: _____

EMPLOYEE

Paul Morsen

APPROVED AS TO FORM:

Kenton L. Alm, Counsel for CCCSWA

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