

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of April 7, 2021, by and between the South Bay Regional Public Communications Authority (“Authority”) and Matthew Ross Klun (“Klun”) (collectively, the “Parties”), with reference to the following facts and circumstances:

RECITALS:

WHEREAS, the Authority seeks to hire Klun on a full-time basis in the position of Executive Director of the Authority;

WHEREAS, the Executive Committee of the Authority finds that the position of Executive Director requires specialized skills;

WHEREAS, the Executive Committee of the Authority finds that Klun possesses these specialized skills, and wishes to hire Klun as full-time Executive Director until such time as the Authority deems Klun's services are no longer necessary or desirable;

WHEREAS, Klun has agreed to make himself available to the Authority, to do whatever is necessary and to spend whatever amount of time is necessary to carry out all the responsibilities of the Authority's full-time Executive Director; and

WHEREAS, the Authority desires to employ Klun and Klun desires to be employed by THE Authority for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Klun agree as follows:

1. **Employment.** The Authority hereby employs Klun on an at-will basis for the purposes and on the terms and conditions set forth in this Agreement. The Parties agree that the only rights and benefits accruing to Klun are those afforded under this Agreement so that any implied rights under the law are expressly excluded. The Authority shall employ Klun as the Executive Director for the Authority, serving at the will and pleasure of, and reporting directly to, the Executive Committee of the Authority. Klun shall serve as Executive Director and shall perform all acts and duties incident thereto, including, but not limited to, the duties and responsibilities of Executive Director as set forth in the appropriate job description, the policies of the Authority now or hereafter adopted, the Bylaws of the Authority, and such other duties and responsibilities as may now or hereafter be assigned to the Executive Director by the Executive Committee.

Klun's employment is on a full-time and “best efforts” basis, meaning that during the term of this Agreement, Klun shall not accept any other full- or part-time employment or self-employment, including without limitation as an independent consultant, after working hours or otherwise, without the prior written consent of the Authority, which may be given, withheld, or

conditioned in the Authority's sole and absolute discretion. Klun shall devote his full energies, interests, abilities, and productive time to the performance of his duties and responsibilities under this Agreement.

Klun shall work a 4/10 flex schedule unless otherwise directed by the Authority, but the Parties agree that Klun shall commit as many hours and as much effort required to manage the Authority's operations. The Executive Director position is classified as "exempt" under the Fair Labor Standards Act, and Klun shall not be eligible for overtime pay, regardless of the number of hours worked.

2. Term of Employment. Klun shall serve as Executive Director at the will of the Authority's Executive Committee. The Parties desire and intend that Klun be employed by the Authority for a full three (3) years, and accordingly this Agreement is effective until April 6, 2024, unless earlier terminated. Klun and the Authority expressly agree that Klun's employment with the Authority is at-will and that employment may be terminated at any time, with or without cause, by either party. Unless earlier terminated, this Agreement will naturally expire on April 6, 2024, and employment beyond that date will be subject to the Parties executing a new agreement.

3. Compensation.

a. Salary. During the term of this Agreement, the Authority shall pay a base salary to Klun at the rate of \$16,666.66 per month (\$200,000.00 annually), payable in bi-weekly equal installments, subject to such deductions and withholdings as the Authority may be required to make pursuant to applicable law, governmental regulation, or order. The Executive Director position is exempt from overtime and minimum wage provisions of the Fair Labor Standards Act.

b. Annual Performance Evaluation. Upon completion of the first six (6) months of service with the Authority, and then upon completion of every year of service thereafter, the Executive Committee of the Authority shall conduct an evaluation of Klun's performance. Upon completion of the annual performance evaluation, the Executive Committee may, at its sole discretion, award Klun a merit-based increase in his base salary of up to 5% based on factors including, but not limited to, Klun's performance during the past year and adjustments in base pay provided to Klun's subordinates.

c. Automobile Allowance. The Authority will pay Klun an automobile allowance of \$250.00 per month, payable in bi-weekly installments, subject to such deductions and withholdings as the Authority may be required to make pursuant to applicable law, governmental regulation, or order.

d. Medical Allowance. The Authority will contribute the following amount per month towards Klun's health and dental insurance premiums, dependent upon Klun's selection: \$700 for Klun's coverage only; \$1,450 for Klun and one eligible family member; or \$1,900 per month for family coverage.

e. **Vision Insurance.** The Authority will pay Klun's full premium for the Authority's group vision insurance plan.

f. **Life Insurance.** The Authority will provide Klun group life insurance in the amount of \$100,000.00 on the first day of the month following his commencement as Executive Director in accordance with the provisions of any contract between the Authority and any company or companies of the Authority's choosing.

g. **Deferred Compensation.** The Authority will contribute \$150 per month to a deferred compensation plan of its choosing, and will match any contribution made by Klun towards that plan, up to an additional \$150 per month.

h. **Cell Phone Expense.** Klun shall be provided the use of an Authority-owned cell phone for business use during his tenure as Executive Director. The cell phone shall remain the property of the Authority, and may be collected and searched by the Authority at any time for any reason.

i. **Reimbursement for Business Expenses.** Klun shall be compensated only as provided in this Agreement. The Authority recognizes that certain expenses of a non-personal and job-related nature may be incurred by Klun and accordingly, the Authority, pursuant to its expense reimbursement policy, agrees to reimburse Klun for such reasonable expenses as are submitted to the Authority for approval. Any such requests for reimbursement shall be accompanied by expense receipts, statements, or other proof of expenditure. Klun shall not incur any travel expenses without prior approval of the Chair of the Executive Committee.

j. **Reimbursement for Moving Expenses.** The Authority will reimburse Klun for reasonable moving expenses, up to ten thousand dollars (\$10,000), for him to relocate to Los Angeles County. Moving expenses may include, but are not necessarily limited to, packing and unpacking, shipping, moving trucks or services, travel for Klun and his immediate family to their new home, and any other necessary expenses directly related to relocation such as short-term rental cars or hotel stays during a period when permanent housing is not yet available. Receipts regarding such costs shall be submitted to the Chairperson of the Executive Committee for approval. If Klun is not certain whether a particular cost is reimbursable, he shall seek authorization from the Chairperson of the Executive Committee prior to incurring such cost.

k. **General Leave Accrual; Holidays.** Klun shall accrue general leave at the rate of twenty (20) hours for every one (1) month of continuous service, subject to an accrual cap of 336 hours. Klun shall have the ability to cash out 50% of his accrued general leave each year. Klun shall also be entitled to take off the 11 fixed public holidays observed by the Management and Confidential Employee Group.

I. Fringe Benefits.

1. Retirement. The Authority has contracted with the California Public Employees Retirement System (CalPERS) for coverage for New Members under the basic plan for non-safety employees without modifications. All full-time employees are required to belong to the system. The Authority's retirement coverage formula of 2% shall be effective at sixty-two (62) years of age.

2. The Authority shall not be deemed responsible to provide for Klun any financial or other obligation which is provided to regular employees of the Authority. Klun shall not receive fringe benefits of any kind from the Authority other than those specifically stated herein. The Authority shall provide liability insurance coverage for Klun's acts within the course and scope of his duties as the Authority's Executive Director.

4. Termination.

a. At-Will Employment. The Executive Director position is an at-will position. Either the Authority or Klun may terminate this Agreement at any time, with or without cause, by delivering written notice of its decision to the other party.

b. Termination Upon Incapacity. Klun's employment with the Authority shall cease upon the date of his death or physical or mental incapacity to the extent that Klun becomes incapacitated for more than thirty (30) consecutive days or sixty (60) days in the aggregate in any 12-month period to perform his duties on a full-time basis. Upon termination for death or physical or mental incapacity, Klun shall be entitled to receive the compensation described in Section 3 through the date of termination of this Agreement. Klun shall not be entitled to any severance if he is terminated for death or incapacity.

c. Termination Without Cause. In the event the Authority exercises its right to terminate this Agreement without cause, Klun shall be eligible to receive a severance payment up to six (6) times his current monthly compensation as described in Section 3(a) of this Agreement and as may have been increased by the Authority prior to his separation, minus the amount of any interim compensation paid to Klun during the six (6) months following his separation from employment. The term "interim compensation" shall include, but is not limited to, compensation in any form to which Klun is entitled from employment other than employment with the Authority; compensation in any form to which Klun is entitled as an independent contractor; and compensation in any form, and from any source, including, without limitation, unemployment and disability benefits, from any person, entity, or source, to which Klun is otherwise entitled. Interim compensation shall not include retirement benefits. Upon the Authority's request, Klun must promptly provide to the Authority documentary evidence of interim compensation. In the event of termination without cause, Klun shall use his best efforts and due diligence to secure interim compensation.

d. Limitations on Severance. Notwithstanding any other provision in this Agreement, in no event shall Klun receive a severance payment in excess of the limitations

provided in Government Code sections 53260 - 53264, or other applicable law. Receipt of severance under this Agreement may, at the Authority's discretion, be conditioned upon Klun signing a waiver of claims and release agreement.

e. Termination For Cause. If Klun's employment is terminated by the Authority because the Authority, in its sole discretion, determines that Klun has engaged in acts of moral turpitude, or has misused or abused his office or position, then Klun shall not be entitled to any severance payment. Any dispute as to whether severance is excused under this Section 4, shall be referred to binding arbitration before a single neutral arbitrator selected from a list of seven arbitrators requested from the California State Mediation and Conciliation Service. The Authority will strike the first name, and the Parties will alternate striking names until one person is left who shall be designated as the arbitrator.

5. Miscellaneous.

a. Confidential Information. Klun acknowledges and stipulates that in the performance of his duties, the Authority discloses and entrusts him with certain confidential or proprietary information. Klun agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the forms of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Klun during Klun's relationship with the Authority unless such disclosure is authorized by the Authority in writing, required by law, or required in the performance of the duties of the Executive Director. This provision shall survive the termination or expiration of this Agreement.

b. Assignment. This Agreement is for the unique personal services of Klun and may not be assigned by Klun without the expressed written consent of the Authority. Except as so provided, this Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

c. Severability. Each provision, subprovision, or term of this Agreement is intended to be severable and shall continue in full force and effect although other provisions herein may be determined invalid or void for any reason.

d. Incorporation. The Recitals are true and correct and incorporated into this Agreement by this reference.

e. Attorneys' Fees. In the event suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including without limitation those costs and fees incurred upon any appeal, as awarded by the court.

f. Entire Agreement; Amendments. This Agreement contains the entire agreement of the Parties with respect to the subject matter covered hereby and may be amended, waived, or terminated only by an instrument in writing signed by the Parties hereto. This

Agreement shall be interpreted according to its fair meaning and not for or against the party which drafted same.

g. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered electronically or by facsimile shall be deemed to constitute original signatures.

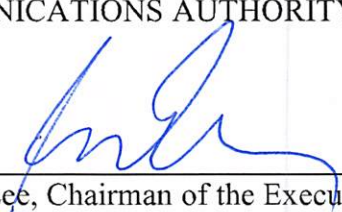
h. Governing Law. This Agreement has been executed in the State of California and shall be governed in accordance with the laws, rules, and regulations of the State of California. In the event there is a conflict between this Agreement and any Board policies, rules, or regulations, this Agreement shall prevail.

i. Independent Judgment. Klun acknowledges that he has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement. Klun acknowledges that he has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied upon any representation of the Authority, its officers, agents, employees, or attorneys, other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

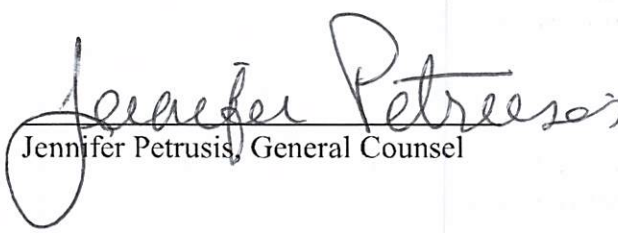
SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

MATTHEW ROSS KLUN

By: 
Erick B. Lee, Chairman of the Executive Committee

By: 

APPROVED AS TO FORM:


Jennifer Petrusis, General Counsel