

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

This Employment Agreement (herein “Agreement”) is made and entered into as of the 27th day of March, 2026, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (hereinafter referred to as “WRCOG”) and CHRISTOPHER J. GRAY(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. Employee is currently employed by WRCOG in the position of Deputy Executive Director;

B. WRCOG wishes to engage the services of Employee as the Interim Executive Director of WRCOG until WRCOG has retained a permanent Executive Director, to induce the Employee to remain in such position on the terms and conditions set forth in this Agreement, and to return Employee to the position of Deputy Executive Director if he is not selected for the permanent Executive Director position;

C. Employee represents and warrants that he is familiar with the legal requirements, industry standards and responsibilities and duties set forth in the job description for Executive Director as adopted by WRCOG; and

D. Employee represents and warrants that he has the skill and ability to serve in the position of Interim 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 Employee hereby accepts the at-will position of Interim Executive Director of WRCOG. Employee shall, on an interim basis, perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties as specified the job description for the Executive Director position adopted by WRCOG, and such legally permissible further duties and functions as shall, from time to time, be assigned by WRCOG.

SECTION 2. TERM.

This Agreement shall be effective as of April 6, 2026. The Agreement shall expire upon whichever of the following events occurs first: (i) upon the employment commencement of a permanent Executive Director; or (ii) upon termination of this Agreement by either WRCOG or Employee as provided in Section 6 of this Agreement.

SECTION 3. DUTIES AND OBLIGATIONS OF INTERIM EXECUTIVE DIRECTOR.

A. Employee hereby agrees to perform, on an interim basis, 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 IAPA 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.

SECTION 4. COMPENSATION.

Employee shall be paid Two Hundred and Eighty-Eight Thousand, Nine Hundred and Ninety-Five Dollars and Twenty Cents (\$288,995.20) 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 three percent (3%) of Employee's annual base salary.

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

C. Dues and Subscriptions. WRCOG shall budget and pay for Employee's professional dues and subscriptions necessary for his 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.

D. 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.

E. 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. 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 Interim 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 in the position of Interim Executive Director at any time. Accordingly, Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his employment in the position of Interim Executive Director and that he hereby waives any rights he would otherwise have thereunder.

B. By WRCOG. At any time, WRCOG may terminate Employee's employment in the position of Interim Executive Director for any reason, including because WRCOG has made a permanent appointment to the Executive Director position of someone other than Employee. WRCOG's only obligations in the event of such termination will be (i) payment to Employee of all compensation then due and owing as set forth in Section 4 up to and including the effective date of termination, and (ii) automatic resumption of Employee's previous position as Deputy Executive Director at the last compensation and benefit rate he earned prior to assuming the position of Interim Executive Director. Once Employee is returned to the Deputy Executive Director position, all of WRCOG's obligations under the Agreement shall cease.

C. By Employee. At any time, Employee may resign from his employment in the position of Interim Executive Director for any reason, with or without cause, by providing WRCOG with thirty (30) days' advance written notice. In such case, Employee shall have the option to resume his position as Deputy Executive Director at the last compensation and benefit rate he earned prior to assuming the position of Interim Executive Director. WRCOG shall have the option, in its complete discretion, to return Employee to the Deputy Executive Director at any time prior to the end of such notice period. Thereafter, all of WRCOG's obligations under this Agreement shall cease.

D. 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.

E. Benefits Upon Termination. All benefits to which Employee is entitled under this Agreement shall cease upon Employee's termination from WRCOG employment in the position of Interim Executive Director, unless explicitly continued either under this Agreement, under any specific written policy or benefit plan of WRCOG, or unless otherwise required by law.

F. 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 from WRCOG. Employee's obligations under the subsection shall survive the termination of his employment and expiration of this Agreement.

SECTION 7. 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 8. NOTICES.

Any notice of other communication under this Agreement must be in writing and shall be effective upon delivery by hand, 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 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
1955 Chicago Ave., Suite 200
Riverside, CA 92507
Attn: Board Chair

Employee Notice Address:

Christopher J. Gray
Address on File

SECTION 9. 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; and/or (ii) funds for the legal criminal defense of the Employee, Employee shall fully reimburse WRCOG for any and all amounts paid by WRCOG which fall within subsections (i) through (ii) of this section in the event that the Employee is convicted of a crime involving the abuse of his office or position.

SECTION 10. 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.

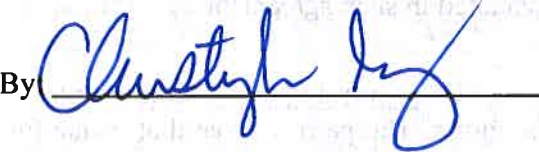
G. Legal Consultation. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment 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

CHRISTOPHER J. GRAY

By: 

APPROVED AS TO FORM:

By: 
General Counsel for WRCOG
Best Best & Krieger LLP