

AGENDA ITEM 2 D
Action Item

MEMORANDUM

DATE: July 9, 2020
TO: El Dorado County Transit Authority
FROM: Maria Harris, Human Resources Manager
SUBJECT: Ratification of the Executive Director Employment Contract

REQUESTED ACTION:
BY MOTION,

Final ratification of the Executive Director Employment Contract approved June 4, 2020.

BACKGROUND

June 4, 2020 The El Dorado County Transit Authority Board (Board) negotiated the terms of a contract with current Executive Director, Matthew Mauk. The term of the employment contract shall end on June 30, 2023.

DISCUSSION

The matter before the Board today is final ratification of the employment contract and public comment. The employment contract is attached as Exhibit A.

**EMPLOYMENT AGREEMENT BETWEEN THE
EL DORADO COUNTY TRANSIT AUTHORITY AND
THE EXECUTIVE DIRECTOR**

This Agreement (hereinafter referred to as the “Agreement”), effective July 1, 2020, is entered into by and between the El Dorado County Transit Authority located at 6565 Commerce Way, Diamond Springs, California (hereinafter referred to as “EDCTA”), and Matthew Mauk (hereinafter referred to as the “Executive Director,” collectively referred to as the “Parties”). In consideration of the mutual promises made herein, the parties agree to the following;

WHEREAS, the County of El Dorado and the City of Placerville have entered into a Joint Powers Agreement establishing the EDCTA;

WHEREAS, paragraph eight (8) of the Joint Powers Agreement provides that the Executive Director serves at the pleasure of the EDCTA Board of Directors (the “Board”) and further establishes the powers and duties of the Executive Director.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Description of Executive Director Duties.

The Executive Director shall do and perform all services, acts, or deeds necessary or advisable to fulfill the duties of the Executive Director including duties specified by the Board. The powers and duties of the Executive Director shall be as set forth in paragraph eight (8) of the Joint Powers Agreement. However, the Executive Director shall at all times comply with and be subject to the direction of the Board and the policies established by the Board.

II. Employment Status.

The Executive Director shall serve at the pleasure of the Board as a management and supervisory employee who is not entitled to any overtime or compensatory time off. The Executive Director shall work those hours that are necessary to perform the duties and responsibilities of the position.

III. Termination of Employment.

A. Executive Director is an “at will” employee and Board may terminate this Agreement at any time after the effective date, for any reason or no reason, immediately upon written notice to the Executive Director as further specified herein. In the event of termination without cause by Board, the Executive Director shall be entitled to severance pay equal to three (3) months salary from the effective date of termination and continuation of health, dental, and vision insurance coverage for three (3) months from the effective date of termination. In the event the termination is for cause, the payment of severance pay and continuation of health, dental, and vision insurance coverage as described in this paragraph shall not be provided.

However, in either case the Executive Director shall be entitled to compensation for all accrued vacation leave and salary earned as of the effective date of termination.

B. Prior to terminating the Executive Director for cause, Board shall give the Executive Director thirty (30) days written notice of its intention to terminate him for cause. Any decision to terminate the Executive Director for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to the Executive Director, unless otherwise agreed to by the Board and the Executive Director. In the event that the Executive Director is terminated for cause, all rights and obligations of the Parties under the Agreement shall be deemed fully satisfied on the effective date of the termination and the Executive Director shall not be entitled to any further benefit under the Agreement, unless otherwise agreed to by the Board and the Executive Director.

C. Executive Director may terminate employment upon providing the Board with thirty (30) days written notice of termination. If the Executive Director terminates employment at any time, he shall forfeit any severance pay and shall only be entitled to compensation for all accrued vacation leave and salary earned as of the effective date of termination.

D. Notwithstanding any other provision of the Agreement, Board and Executive Director may, by mutual consent, terminate this Agreement before its expiration.

IV. Compensation.

Board may review Executive Director's salary and adjust at its sole discretion. The Executive Director's base pay as of the date of this agreement shall be Step 1 of the Executive Director - Contract Salary Schedule, which is attached hereto as Attachment A. The Board may grant merit increases to the Executive Director during the term of this Agreement. The award of a merit increase shall be reflected in the minutes of the Board.

V. Benefits.

A. Retirement. The Executive Director shall pay the Executive Director's contribution to the Public Employee's Retirement System. EDCTA shall provide matching amounts for supplemental retirement account contributions at levels that are at least equal to that provided to other EDCTA management employees.

B. Health, Dental, and Other Insurance Premiums. EDCTA shall provide the option for health, dental, and vision insurance for the Executive Director and family at levels that are at least equal to that provided to other EDCTA employees at the same contribution rate for full-time regular employees.

C. Flexible Spending Account. EDCTA shall provide a matching contribution to the Executive Director's Flexible Spending Account of \$6,000 per calendar year subject to the terms set forth in Board Resolution No. 13-17.

D. Vacation Leave, Sick Leave, Management Leave, and Holidays. The Executive Director shall accrue vacation at the rate of 4.7 hours per pay period with a 320-hour vacation accrual cap. Sick leave shall accrue at the rate of 3.7 hours per pay period with a maximum sick leave accrual of 504 hours. The Executive Director shall be granted 80 hours of management leave per fiscal year as per adopted *El Dorado County Transit Authority Policies and Procedures*. Holidays shall be granted as provided for other employees and approved policies.

E. Life Insurance. EDCTA shall furnish a life insurance policy in Executive Director's name with a face value of \$100,000.00 payable to beneficiaries as designated by Executive Director during Executive Director's employment with the EDCTA.

VI. Evaluations.

The Board shall evaluate the Executive Director's performance at least annually and shall coordinate with the Executive Director to set performance goals and objectives for the ensuing fiscal year.

VII. Indemnity.

A. EDCTA shall include the Executive Director as a named insured in its liability and errors and omissions insurance policies.

B. EDCTA shall, to the full extent permitted by law, defend, hold harmless, and indemnify the Executive Director from any and all demands, claims, suits, actions, and legal proceedings brought against him in his personal or official capacity as an agent and/or employee of EDCTA, provided that the incident arose while the Executive Director was acting on matters related to his employment with EDCTA.

C. In no event will any individual Board member be personally liable for indemnifying the Executive Director.

VIII. Term of Agreement.

This Agreement shall be for the period beginning on July 1, 2020, and ending June 30, 2023.

IX. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of the Executive Director by EDCTA and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations have been made by any party or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Each party has been advised to seek the advice of legal counsel regarding any of the agreements, terms, and covenants contained in this Agreement.

X. Modification.

No changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

XI. Law Governing Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

XII. Delivery of Notices.

All notices permitted or required under the Agreement shall be given to respective parties at the following address:

Executive Director:



EDCTA:

6565 Commerce Way
Diamond Springs, California

Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

XIII. Headings.

The headings of sections of the Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Agreement.

XIV. Attorney's Fees.

In the event of any action or proceeding to enforce or construe any of the provisions of the Agreement, Executive Director and EDCTA shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

XV. Severability.

If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.

XVI. No Assignment.

The Executive Director may not assign or transfer any rights granted or obligations assumed in the Agreement.

El Dorado County Transit Authority

DATED: _____

By: _____
Matthew Mauk, Executive Director

DATED: _____

By: _____
John Hidahl
Chairperson, EDCTA

El Dorado County Transit Authority
ADOPTED SALARY SCHEDULE FOR FISCAL YEAR 2018/19

JOB CLASSIFICATION	STEP	1	2	3	4	5	6	7
EXECUTIVE DIRECTOR - CONTRACT	Hourly	55.48	58.25	61.17	64.23	67.44	70.81	74.35
	Monthly	9,616.53	10,097.36	10,602.28	11,132.51	11,689.25	12,273.73	12,887.51