



**RESOLUTION
OF THE
MTA BOARD OF DIRECTORS
APPOINTING AN INTERIM EXECUTIVE DIRECTOR
No. 2020-11
September 30, 2020**

WHEREAS, the Mendocino Transit Authority (the "Authority") is a public transit agency organized under the laws of the State of California and was created to transact and exercise all of the powers provided for in the Joint Powers Agreement dated July 1, 1993, (JPA) and the MTA Board Bylaws, and rules and procedures; and

WHEREAS, the Authority's Board of Directors ("Board") shall appoint an Executive Director; and

WHEREAS, the appointment of an Executive Director should be based on an individual's qualifications, with special reference to the person's actual experience in or knowledge of accepted practices with respect to the duties of the office; and

WHEREAS, Jacob King has worked in the transportation industry for twenty years; and

WHEREAS, Jacob King has served as the Operations Manager for the Authority; and

WHEREAS, the Board values the experience and skills of Jacob King and has identified Mr. King to be qualified to serve as Interim Executive Director; and

WHEREAS, The Board moved to appoint Jacob King to the Interim Executive Director Position at its August 26, 2020 meeting; and

WHEREAS, the Authority rules and procedures requires the Board to hire and set the salaries of the Executive Director.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mendocino Transit Authority:

1. That the Board hereby appoints Jacob King as Interim Executive Director effective retroactively to July 29, 2020.
2. That the Board hereby approves the Employment Agreement for Interim Executive Director, attached hereto as Exhibit A, ("Employment Agreement") which sets Jacob King's annual base salary as the Interim Executive Director at \$112,203.82 and provides for other terms and conditions of Jacob King's employment as Interim Executive Director.
3. That any other benefits provided to Jacob King by the Authority shall be the same as those Mr. King received as Operations Manager including Longevity Pay. Mr. King will be allocated an additional 40 hours of vacation accruals.
4. That all Authority policies that refer to any one of the titles of General Manager or Executive Director, regardless of the use of any one or combination of any of the titles within such policies, refer to the one individual serving in the role of Interim Executive Director to the extent the Policy or Standard Operating Procedure does not conflict with the JPA, MTA Bylaws or any other applicable law, rule, or regulation.

5. That the Board has the full authority to terminate the appointment of Jacob King as the Interim Executive Director on the terms and conditions set forth in the Employment Agreement.
6. That the Board formally ratifies all action taken by the Authority, including those taken by staff, necessary or appropriate to this action.

APPROVED AND ADOPTED this 30th day of September 2020 by the following roll call vote:

Ayes:

Noes:

Abstain:

Absent:

Saprina Rodriguez, Chairwoman MTA Board of Directors

Draft

**MENDOCINO TRANSIT AUTHORITY
EMPLOYMENT AGREEMENT
FOR INTERIM EXECUTIVE DIRECTOR**

This Agreement is entered into, effective the 29th day of July, 2020, by and between the Mendocino Transit Authority, a joint powers authority operating in the County of Mendocino (hereinafter called the “MTA”) and Jacob King (hereinafter called “King”).

1. DUTIES: MTA hereby agrees to employ King as Interim Executive Director, to perform the duties of the Executive Director as set forth in the Executive Director’s current job description, which is made a part of this Agreement by reference. King will be subject to the direction and control of the MTA Board of Directors, agrees to act as Interim Executive Director of MTA and perform such duties as may be assigned by the MTA Board of Directors. King shall devote sufficient productive time, ability, and energy to accomplish his duties and responsibilities as Interim Executive Director, subject to the satisfaction of the MTA Board of Directors. King may not engage in other employment. Should overtime become necessary to fulfill the responsibilities under this contract, King agrees that said overtime will not be compensated. However, the MTA Board of Directors hereby grants compensatory time off in the amount of 40 hours each fiscal year in addition to King’s 20 days per year currently authorized by MTA policy.

2. COMPENSATION AND BENEFITS: King’s compensation shall be \$112,203.82 per month (\$9,350.32 per month). The other elements of King’s compensation package (“Benefits”) shall remain unchanged from the benefits he is currently receiving as the MTA’s Operations Manager including longevity pay through the term of this Agreement, unless MTA amends the Agreement. King shall not be entitled to any other compensation than expressly stated in this paragraph.

3. TERM: The term of this Agreement shall be for the period beginning on its effective date, described above, and continuing until January 29, 2021, or earlier if terminated, as provided herein.

4. TERMINATION: King acknowledges, in the position of Interim Executive Director, King is an at-will employee who serves at the pleasure of a majority of the MTA Board of Directors and no cause is necessary to terminate King’s interim employment, and no specified term of interim employment is guaranteed or implied. In the event a majority of the MTA Board of Directors terminates King from the position of Interim Executive Director for any reason, the appointment of an Executive Director or upon the conclusion of his interim employment after February 26, 2020, King will be returned to his position as Operations Manager, and again (i) being paid the salary and benefits he was earning as Operations Manager and (ii) having all rights and obligations that applied to that position, as of the effective date of this Agreement.

5. GENERAL PROVISIONS: This Agreement sets forth and establishes the entire agreement between the MTA and King regarding his appointment as Interim Executive Director. This Agreement may only be amended in writing by mutual consent of the MTA Board of Directors and King. Within the conditions established by California law, and the MTA’s ordinances, policies, and procedures, the MTA will defend and indemnify King against all claims arising out of King’s exercise of the course and scope of the official duties described in Paragraph 1, above.

- a. Notices. Any notice to be given by either party to the other shall be in writing and shall be considered delivered when transmitted either by personal delivery, overnight mail or by mail, registered or certified, postage pre-paid with return receipt requested and properly addressed as follows:

To MTA: Chariman
 241 Plant Road
 Ukiah, CA 95482

To Employee: Jacob King
 1840 Buckeye Road
 Willits, CA 95490

- b. Waiver. The waiver of any breach of any provision hereunder by either party to this Agreement shall not be deemed to be a waiver of any other provision or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- c. Construction of Terms. The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or exhibits hereto.
- d. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable, void or invalid, in whole or in part, for any reason, the remainder of this Agreement shall remain in full force and effect. In the event of such entire or partial invalidity, the parties hereto agree to enter into supplemental or other agreements to effectuate the intent of the parties and the purpose of this Agreement.
- e. Controlling Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of Mendocino, State of California.
- f. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the employment of King as Interim Executive Director and supersedes all prior and contemporaneous agreements, representations, promises and understanding of the parties, whether oral or in writing. No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by all parties and this Agreement shall not be altered, amended or modified by any other means.
- g. Other Terms and Conditions of Employment. The MTA Board of Directors, in consultation with King, may fix any such other terms and conditions of employment relating to the performance of King, provided the terms and conditions do not conflict with the provisions of this Agreement.

IN WITNESS WHEREOF, the above parties have executed this Agreement as of the date first written above:

MENDOCINO TRANSIT AUTHORITY

JACOB KING

By: _____
Saprina Rodriguez, Chair

Jacob King

ATTEST

APPROVED AS TO FORM

Heather Lindsteadt, Board Clerk

Genevieve Ng, Sloan Sakai

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