



Meeting Date: February 24, 2021

Agenda Item: D.2

AGENDA SUMMARY REPORT

SUBJECT:

Discussion and Possible Adoption of a Resolution Approving a Retroactive Employment Contract between MTA and Jacob King for the position of Executive Director for Mendocino Transit Authority.

SUMMARY:

On January 27, 2021 the MTA Board of Directors appointed Jacob King to the position of Executive Director. At that time the Board also directed staff to returned in February with an employment contract

STAFF RECOMMENDATION:

Adopt Resolution 2021-02 approving a retroactive employment contract for the position of Executive Director.

ATTACHMENTS

Resolution 2021-02
Employment Contract

**RESOLUTION
OF THE
MTA BOARD OF DIRECTORS
APPOINTING AN EXECUTIVE DIRECTOR
No. 2021-02**

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WHEREAS, the Mendocino Transit Authority (the "Authority" or "MTA") 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 Authority (JPA) and the MTA Board Bylaws; and

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

WHEREAS, the appointment of an Executive Director is 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, the Board of Directors took action at its January 27, 2021 Board meeting to appoint Jacob King to the position of Executive Director and directed staff to return to the Board with an employment contract on February 24, 2021; and

WHEREAS, Jacob King has served as MTA's Interim Executive Director and 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 Executive Director; and

WHEREAS, the Authority's rules and procedures require 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 Executive Director effective January 27, 2021.
2. That the Board hereby approves the Employment Agreement for Executive Director attached hereto as Exhibit A which sets Jacob King's annual base salary at \$115,323.82 with a 6-month informal performance evaluation and annual performance evaluations thereafter and which provides for other terms and conditions of employment as Executive Director.
3. That Mr. King receive 5 additional days each fiscal year of compensatory time.
4. Mr. King shall be entitled to the same benefits he is currently receiving which are Blue Shield Health, MES Vision, and Arrow Dental paid for by MTA.
5. That Mr. King be provided use of an MTA owned vehicle.
6. That the Board has the full authority to take future action to terminate the employment of Jacob King as the Executive Director on the terms and conditions set forth in the Employment Agreement.
7. 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 24th day of February 2021 by the following roll call vote:

Ayes:

Noes:

Abstain:

Absent:

_____ Saprina Rodriguez, Chair Board of Directors

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

This Agreement is entered into, effective the 27th day of January 2021, 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 Executive Director, to perform the duties of the Executive Director. King will be subject to the direction and control of the MTA Board of Directors, agrees to act as 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 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 base compensation shall be \$115,323.82 per year (\$9,610.32 per month). The other elements of King's compensation package ("Benefits") shall remain unchanged and include Blue Shield Health, MES Vision, and Arrow Dental paid for by MTA for Mr. King only, unless MTA amends this Agreement. Mr. King will not receive longevity pay. Mr. King will also be granted use of an MTA owned vehicle through the term of this 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 27, 2022.

4. **TERMINATION:** King acknowledges, in the position of Executive Director, he is an at-will employee who serves at the pleasure of the MTA Board of Directors and no cause is necessary to terminate King's employment, and no specified term of employment is guaranteed or implied. Either King or MTA may terminate this Agreement at any time with 90 days' notice to the other party.

5. **GOVERNMENT CODE PROVISIONS:** Any payment pursuant to this Agreement shall be subject to the limitations and requirements for MTA to be fully reimbursed if the Employee is convicted of a crime involving an abuse of the Employee's office or position pursuant to the provisions of Government Code sections 53243 through 53244.

6. **GENERAL PROVISIONS:** This Agreement sets forth and establishes the entire agreement between the MTA and King regarding his appointment as 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: Chairperson, Board of Directors
 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 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

Saprina Rodriguez, Chairwoman

Jacob King

APPROVED AS TO FORM

Genevieve Ng, Sloan Sakai

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