STAFF REPORT

Shasta County
Regional Transportation Planning Agency

MEETING DATE:	**12/19/11**
SUBJECT:	**Update on Regional Transportation Planning Agency (RTPA) Memorandum of Understanding (MOU) with Shasta County**
AGENDA ITEM:	**6**
STAFF CONTACT:	**Dan Little**

STAFF RECOMMENDATION:
It is recommended that the board receive an update regarding development of an MOU between the RTPA and the County of Shasta.

DISCUSSION:
In September, the RTPA board directed RTPA legal counsel and staff to proceed with an MOU to formalize staffing arrangements between the RTPA and the County of Shasta. In October, an update was provided to the RTPA board and the board directed continued negotiations. A subcommittee of the board was suggested to guide the MOU development process. In November, the executive director evaluation committee (consisting of chair Moty, vice chair Watkins, and former chair Dickerson) discussed the attached memorandum from RTPA counsel and agreed to continue meeting with the goal of presenting a draft MOU to the RTPA board and Shasta County Board of Supervisors in February.

It is recommended that the board review the attached memorandum from RTPA legal counsel and receive an update from the board subcommittee members. It is further recommended that the full board provide additional input and discussion to guide the subcommittee process.

Daniel S. Little, AICP, Executive Director

Attachment: November 9, 2011, Memorandum from RTPA Counsel

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MEMORANDUM

TO: Dan Little, Executive Director
Shasta County Regional Transportation Planning Agency

FROM: John S. Kenny

DATE: November 9, 2011

RE: MOU for the Provision of Staffing to RTPA

The following is offered as an outline for a Memorandum of Understanding (MOU) between the RTPA and the County regarding the provision of staffing.

1. Appointment of Executive Director – The RTPA Board appoints the Executive Director. The appointment must be ratified by the Board of Supervisors. If the appointment is not accepted, the RTPA Board may make a different appointment acceptable to the Board of Supervisors or terminate this MOU and retain the Executive Director by way of alternative employment arrangements.

2. Accountability of Executive Director – The Executive Director shall be directly accountable to the RTPA Board. The Executive Director is also accountable to the Board of Supervisors in same respect as other County officials appointed directly by the Board of Supervisors. The Executive Director is subject to all County administrative and personnel policies and procedures.

3. Evaluation of Executive Director – The RTPA Board annually evaluates the performance of the Executive Director consistent with the RTPA Bylaws. The evaluation will be forwarded to the Board of Supervisors who may review the evaluation and make such changes as the Board of Supervisors may deem appropriate. A copy of the final evaluation will be sent to the RTPA Board and placed in the Executive Director's personnel file.

4. Discipline of the Executive Director – The Board of Supervisors shall be responsible for administering disciplinary action, as it, or the RTPA Board, deems appropriate, but only after consultation with the RTPA Board.

5. Termination of the Executive Director – The Executive Director serves at the pleasure of the RTPA Board. The Executive Director's employment with the County is at the pleasure of the Board of Supervisors.

(a) Termination by RTPA Board – The RTPA Board may terminate the Executive Director's position at any time with notice to the County. In the event the RTPA terminates the Executive Director's position, the Board of Supervisors, at its sole discretion, may terminate the Executive Director's employment with the County or assign the former Executive Director other, non-RTPA duties as it sees fit and retain the former Executive Director as a County employee.

(b) Termination by the Board of Supervisors – The Board of Supervisors, at its sole discretion, may terminate the Executive Director's employment with the County with notice to the RTPA Board. In the event that the Board of Supervisors terminates the Executive Director's employment with the County, the RTPA Board may also terminate his/her appointment as Executive Director or retain the Executive Director by way of alternative staffing arrangements.

6. Staff – The County will provide such staff to the RTPA Board as the RTPA Board requests and provides funds. The staff will be County employees who report to the RTPA Executive Director. The method of hiring, evaluation, and discipline of the RTPA staff shall be by virtue of the procedures that apply to all County employees.

7. Reimbursement of RTPA Expenses – The RTPA shall reimburse the County for:

(a) All staff and personnel expenses incurred by the County for providing staff.

(b) All other costs and expenses incurred by the County (equipment, supplies, etc.) in providing necessary supplies and equipment for RTPA staff.

(c) Indirect and overhead costs (including A-87 costs).

8. Insurance – The County will provide under its policy liability insurance to cover both the RTPA and the County for any claims or losses resulting from or relating to RTPA activities. The RTPA will reimburse the County for the premiums or prorated portion of the premiums for such insurance. Any deductible shall be paid by the RTPA.[1]

9. Term – The term shall commence ________________ and may be terminated by either party upon _30___ days written notice to the other party, unless a different termination date is agreed upon by both parties. Termination by either party will terminate RTPA staffing with the County and require the RTPA Board to provide alternative staffing arrangements.

If you have any questions, please advise.

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[1] Insurance provisions should probably be reviewed by the County's insurance consultants. Liability protection alternatively should be afforded by an indemnity provision backed by insurance.