

STAFF REPORT



MEETING DATE:	October 10, 2017
SUBJECT:	Renew Executive Director Employment Agreement
AGENDA ITEM:	15
STAFF CONTACT:	Dan Little, Executive Director

RECOMMENDATION

It is recommended that the SRTA Board of Directors authorize the chair to sign the attached employment agreement with the executive director which maintains the same salary and benefits, and extends the term for five years ending July 1, 2023.

DISCUSSION

The SRTA Human Resources Committee met on September 26, 2017, to discuss extension of the executive director employment agreement which currently expires July 1, 2018. The committee recommends that the board approve the attached employment agreement. The new agreement effectively extends the term of employment for five years (Section 2). It also provides more structure for board consideration of compensation by referencing current SRTA Human Resources Policies (Section 5). All other provisions are unchanged from the current agreement, including no changes to the executive director's current salary or benefits.

A handwritten signature in blue ink, appearing to read "Dan Little", is written over a horizontal line.

Daniel S. Little, AICP, Executive Director

Attachment: Draft Employment Agreement Executive Director



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Daniel S. Little, Executive Director

SHASTA REGIONAL TRANSPORTATION AGENCY

EMPLOYMENT AGREEMENT EXECUTIVE DIRECTOR

This Agreement is between the SHASTA REGIONAL TRANSPORTATION AGENCY ("SRTA") and DAN LITTLE ("Executive Director") dated for convenience this 10th day of October, 2017.

RECITALS

1. The SRTA requires the services of an individual to serve as Executive Director and to perform the duties and obligations assigned to that position as set forth in the Human Resource Policies ("Policies") of SRTA.
2. The Executive Director has served as Executive Director of SRTA before it became an independent agency.
3. The Executive Director has the background and expertise necessary to perform the role of Executive Director of SRTA.
4. The SRTA desires to retain the services of the Executive Director.

AGREEMENT

1. **Duties** – The SRTA agrees to employ the Executive Director and the Executive Director agrees to perform the duties, obligations and the functions assigned to the position of Executive Director as set forth in the Policies adopted by the agency and such other related duties as the SRTA Board of Directors may direct.
2. **Term** – This Agreement shall commence on the date of last signing below and shall continue until July 1, 2023, unless amended or sooner terminated as provided in this Agreement.
3. **Compensation** – The Executive Director compensation shall remain unchanged at a rate of \$13,180.27 per month. The Executive Director shall receive his paycheck at the same time and in the same manner as regular SRTA employees.
4. **Benefits** – The Executive Director shall receive all benefits and leave as set forth in the Policies as they apply to the Executive Director. In-lieu of payment of the standard SRTA portion of PERS medical benefits, the Executive Director may decline enrollment and receive a

\$300 per month in-lieu payment when suitable evidence of alternative insurance coverage is provided.

5. Annual Evaluation and Compensation Review – The SRTA Board of Directors will annually evaluate the performance of the Executive Director each December and consider total compensation consistent with Section 4.05.040 of the SRTA Human Resources Policies, including consideration of competitive pay for comparable agencies.

6. Travel Expenses/Professional Development – The Executive Director shall be entitled to reimbursement for travel and business and expenses and fees for professional development as set forth in the Policies as they relate to the Executive Director.

7. Termination and Severance – It is hereby agreed and understood by the parties to this Agreement that the Executive Director's position is an "at-will" position. The Executive Director may be terminated by a vote of the majority members of the SRTA Board of Directors with or without cause at any time. In the event of termination, for other than reasons of moral turpitude or gross incompetence, the Executive Director shall be entitled to severance equal to salary and benefits equal to four months.

8. Indemnification – The Executive Director shall be entitled to the protections of Government Code §§ 995, 995.2 and 825 and related sections relating to the defense and indemnification of public employees.

9. General Provisions – This Agreement shall constitute the entire Agreement between the parties and supersedes all previous agreements.

It is agreed and understood by the parties that this Agreement was arrived at through negotiations and that neither party is deemed the party which created any uncertainty within the meaning of Civil Code § 1654.

If any provision, or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall remain in full force and effect.

IN WITNESS THEREOF, the Chairman of the Board of Directors of SRTA has caused this Agreement to be signed and executed in its behalf by the Chairman, approved as to form the by Legal Counsel and executed by the employee.

Dan Little, Executive Director
October 10, 2017

Greg Watkins, Chairman of the Board
October 10, 2017

John S. Kenny, Legal Counsel
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