



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors

FROM: Karrie Sanderlin, Program Manager – Administration & Human Resources

REPORT BY: Karrie Sanderlin, Program Manager – Administration & Human Resources
(707) 259-8633 / Email: ksanderlin@nvta.ca.gov

SUBJECT: Amendment 5 to the Napa Valley Transportation Authority (NVTA) Agreement No. NVTA 12-08 for the Position of the Executive Director

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Amendment 5 to the NVTA Agreement No. NVTA 12-08 (Attachment 1) amending certain sections of the Executive Director contract.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

In June 2012, the Napa Valley Transportation Authority (Employer) executed the above-referenced Agreement with Catherine (Kate) Miller (Employee) outlining the terms and conditions of Employee's employment with NVTA. The parties desire to amend the agreement to update certain compensation sections including salary, and period of performance review.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FINANCIAL IMPACT

Is there a Fiscal Impact? Yes. An additional increase in salaries effective January 1, 2019.

Is it Budgeted? Yes, under the Administrative budget.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

In June 2012, the Napa Valley Transportation Authority (Employer) executed the above-referenced Agreement (Attachment 1) with Catherine (Kate) Miller (Employee) outlining the terms and conditions of Employee's employment with NVT A. In April 2014, the Napa Valley Transportation Authority approved Amendment 1 to the Agreement. In July 2015, the Napa Valley Transportation Authority approved Amendment 2 to the Agreement. In June 2016, the Napa Valley Transportation Authority approved Amendment 3 to the Agreement providing, among other things, eligibility for a pay increase effective January 1, 2017 in the discretion of the Employer. In November 2017, the Napa Valley Transportation Authority approved Amendment 4 to the Agreement.

The parties now desire to amend the agreement to update certain compensation sections including salary, and period of performance review.

SUPPORTING DOCUMENTS

Attachment: (1) Draft Amendment 5 to Napa Valley Transportation Authority (NVT A)
Agreement No. NVT A 12-08

**AMENDMENT NO. 5 TO
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AGREEMENT NO. NVTA 12- 08**

This amendment Number 5 to Agreement No. NCTPA (now NVTA) 12-08 (Agreement) is made and entered into by Napa Valley Transportation Authority (NVTA), a joint powers agency organized under the laws of the State of California, and Catherine Miller (Employee) effective as of the last date of execution of this amendment as shown below.

RECITALS

WHEREAS, On June 18, 2012, NVTA executed the above-referenced Agreement with Employee for the position of Executive Director; and

WHEREAS, the Parties amended the Agreement on April 16, 2014; and

WHEREAS, the Parties amended the Agreement on July 15, 2015; and

WHEREAS, the Parties amended the Agreement on June 16, 2016; and

WHEREAS, the Parties amended the Agreement on November 11, 2017; and

WHEREAS, The Parties desire to amend the Agreement relating to various compensation matters:

TERMS

NOW, THEREFORE, the Parties amend Agreement No. NVTA 12-08 as set forth below:

1. Section 3.1 is amended to read in its entirety as follows:

3.1 Salary. Employer agrees to pay Employee a salary of \$XXX,XXX annually (the "Base Salary") effective January 1, 2019, payable prospectively in equal installments at the same time as other Employees of the Employer are paid. As to the retroactive additional compensation to be paid to Employee for the period from January 1, 2019 through the effective date of this Amendment, Employee shall receive a single lump sum payment of the additional compensation amount owed to Employee for that period of time, to be paid no later than four (4) weeks after execution of this Amendment.

2. Section 3.2.1 is amended to read in its entirety as follows:

3.2.1 Review of Performance. Employee's performance review shall take place as often as Employer deems appropriate but not less than once each calendar year. Employer shall advise Employee of the results of that review in writing not later than sixty (60) days following the conclusion of the review. Employer's review and evaluation shall

be in accordance with specific criteria developed by Employer from time to time. The next performance review shall occur and be completed by December 31, 2019, at which time, effective as of January 1, 2020, the Employee will be eligible for a salary increase that will range from a minimum of 4 percent to a maximum of 10 percent per annum, to be determined in the discretion of the NVTA Board of Directors depending on Employee's performance.

3. Section 4 is amended to add the following provision to the existing provisions of Section 4 related to Severance Pay:

Any payment pursuant to this Section 4 shall be subject to the limitations and requirements for the Authority to be fully reimbursed if the Employee is convicted of a crime involving an abuse of her office or position pursuant to the provisions of Government Code sections 53243 through 53244.

4. The Parties agree that all other terms and conditions of the Agreement not amended by this 5th Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to the Agreement have caused this Amendment to Agreement to be duly executed on their behalf by their authorized representatives.

Dated: _____

By _____
CATHERINE MILLER
"EMPLOYEE"

Dated: _____

NAPA VALLEY TRANSPORTATION AUTHORITY,
a joint powers agency

By _____
CHRIS CANNING
Chairman of the Board of the Directors, "NVTA"

Attest:

Karalyn E. Sanderlin, NVTA Board Secretary

Approved as to Form:

DeeAnne Gillick, NVTA Legal Counsel