

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
10	06/23/14	Open	Action	06/17/14

Subject: Employment Agreement for Chief Counsel

## ISSUE

Whether to Delegate Authority to the General Manager/CEO to Execute the Employment Agreement with Timothy S. Spangler

## RECOMMENDED ACTION

Adopt Resolution No. 14-06-\_\_\_\_\_ Delegating Authority to the General Manager/CEO to Execute the Employment Agreement of Timothy S. Spangler as RT's Chief Counsel.

## FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	265,000
Budget Source:	Operating Budget	Next FY:	\$	275,000
Funding Source:	State and Local Funds	Annualized:	\$	270,000
Cost Cntr/GL Acct(s) or Capital Project #:		Total Amount:	\$	1,500,000
Total Budget:	\$ 1,500,000			

## DISCUSSION

In March 2014, Bruce Behrens provided notice to the Board of Directors that he would be retiring from RT effective July 1, 2014. Staff was provided instruction to conduct a recruitment to identify Mr. Behrens' replacement. After conducting interviews with a number of candidates, the RT Board chose Timothy S. Spangler as the successful candidate, subject to approval of the terms and conditions of his Employment Agreement. The following generally summarizes the terms that will be contained within the Employment Agreement, which will be more specifically set forth therein, once finalized:

1. **Term:** 5 years, beginning July 1, 2014, unless earlier terminated by either party.
2. **Duties:** As authorized by Section 102160 of RT's Enabling Legislation and as set out in RT's adopted job description for Chief Counsel.
3. **Salary:** \$200,000
4. **Annual Salary Adjustment:** The annual salary is subject to an adjustment effective July 1<sup>st</sup> each year, beginning July 2015, at the rate or amount that is approved by RT's Board for non-represented salaried employees.
5. **Performance Goals:** Goals and an implementation plan to achieve those goals for Mr. Spangler will be discussed and will be finalized within the next 90 days. Those goals will include the implementation of a restructured legal division.
6. **Pension:** Mr. Spangler will continue to participate in the pension plan in accordance with the terms and conditions of the Retirement Plan for Salaried Employees.

Approved:

Presented:

Final 06/23/14

General Manager/CEO

Director, Human Resources

I/GM/Cindy/Bdclk/issuepapers/2014/IP Granting GM Authority to Sign EA Chief Counsel

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7. **Health and Welfare:** Health and welfare benefits (medical, dental, vision, life insurance) will be provided to Mr. Spangler as provided to non-represented salaried employees.
8. **Sick and Vacation Leave:** Sick leave will be provided to Mr. Spangler as provided to non-represented salaried employees. Mr. Spangler will accrue vacation at the rate of six weeks per year. The use of vacation is as provided to non-represented salaried employees.
9. **Auto Allowance:** An auto allowance will be provided at the rate of \$416.67 per month.
10. **457 Contribution:** The District will provide an annual dollar for dollar match to Mr. Spangler's 457 deferred compensation plan up to a maximum of \$11,500.
11. **Termination:** While the term of the Employment Agreement will be set at 5 years to avoid the need to renegotiate its terms and conditions annually, Mr. Spangler will serve at the will of the Board and the Employment Agreement may be terminated under any of the following circumstances: by the Board for cause; by the Board without cause; upon Mr. Spangler's voluntary resignation; or upon Mr. Spangler's death, legal incapacity, or inability to perform the essential job functions for an extended period.
12. **Severance:** During the 5-year term, Mr. Spangler may be terminated for cause as defined in his Employment Agreement, in which case no severance is due. If terminated without cause, Mr. Spangler will be entitled to up to 6 months' severance pay as describe in the Employment Agreement.
13. **Dispute Resolution:** Unresolved disputes, if any, may be mediated.

It is recommended that the accompanying resolution authorizing the General Manager/CEO to execute the Employment Agreement with Timothy S. Spangler be approved.

RESOLUTION NO. 14-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 23, 2014

**DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO EXECUTE THE  
EMPLOYMENT AGREEMENT WITH TIMOTHY S. SPANGLER AS RT'S  
CHIEF COUNSEL**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Employment Agreement between Sacramento Regional Transit District (therein RT) and Timothy S. Spangler (therein Spangler) whereby Spangler agrees to serve as RT's Chief Counsel for a term of 5 years in accordance with the terms and conditions set forth therein, is hereby approved.

THAT, RT's General Manager/CEO is hereby authorized and directed to sign said Employment Agreement.

\_\_\_\_\_  
PHILLIP R. SERNA, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

RESOLUTION NO. 14-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 23, 2014

**APPROVING EMPLOYMENT AGREEMENT WITH TIMOTHY S. SPANGLER AS RT'S  
CHIEF COUNSEL**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Employment Agreement between Sacramento Regional Transit District (therein RT) and Timothy S. Spangler (therein Spangler) whereby Spangler agrees to serve as RT's Chief Counsel for a term of 5 years in accordance with the terms and conditions set forth therein, is hereby approved.

THAT, the Chair is hereby authorized and directed to sign said Employment Agreement.

\_\_\_\_\_  
PHILLIP R. SERNA, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary