



MEMORANDUM

Date: June 13, 2013
To: Tahoe Transportation District (TTD) Board of Directors
From: Chairman Steve Teshara
Subject: Discussion and Possible Action on Outcomes of the District Manager's 2013 Performance Evaluation and Proposed Employment Agreement Modifications and Extension

Background:

This memorandum has been prepared to explain the proposed draft of the District Manager Employment Agreement which was finalized after the original agenda and board packet were distributed earlier this week.

Discussion:

Summary of Key Changes from 2011 District Manager Employment Agreement:

- The Agreement now incorporates procedures for the annual District Manager Performance Evaluation Process (Sections 7 and 8).
- Specific FY 2013-2014 Performance Measures for the District Manager have been incorporated into Exhibit A. Note: Exhibit A and the Performance Measures can be amended annually by the Board.
- Salary and Benefits. Exhibit C proposes the Manager's annual salary to be \$120,000. The current salary is \$110,000. Exhibit C provides *"If the Board determines that Hasty's performance meets expectations pursuant to Section 7 of the Agreement, Hasty shall receive a four (4%) percent increase per annum in each successive year for the term of the Agreement."* Any salary adjustments shall be effective as of July 1.
- Mileage reimbursement shifts to a \$400 per month car allowance for business related travel.
- The term of the Agreement is proposed from July 1, 2013 through June 30, 2018 (five years).
- Note: Nothing in the Agreement changes the at-will status of the Manager and the Manager continues to serve at the sole pleasure of the TTD Board.
- However, if the Manager is terminated without cause, TTD shall pay severance to the Manager equal to six (6) month's base salary, an increase from the current three (3) months.

The Board will have an opportunity to discuss, deliberate, and make a decision on the proposed Agreement and Exhibits in open session through the standard board motion process. The District Manager will have the opportunity to participate in the deliberation process.

Additional Information:

If you have any questions or comments regarding this item, please contact Steve Teshara at (775) 589-5500.

Attachment:

- A. Agreement

**AGREEMENT FOR SERVICES AS DISTRICT MANAGER BETWEEN
THE TAHOE TRANSPORTATION DISTRICT AND CARL HASTY**

This employment contract (this “Agreement”) is executed and effective this July 1, 2013, by and between Carl Hasty (hereinafter “Hasty”) and the Tahoe Transportation District (hereinafter “TTD”), a bi-state Compact agency created by the Tahoe Regional Planning Compact.

RECITALS

WHEREAS, TTD desires to employ and retain the services of Hasty as District Manager subject to the terms and conditions specified herein; and

WHEREAS, the TTD pays the Tahoe Regional Planning Agency (TRPA) to supply some administrative personnel services but TTD accepts any and all responsibility or potential liability for, and controls performance of, the services that Hasty provides under this Agreement; and

WHEREAS, Hasty desires to accept such employment as District Manager pursuant to the terms and conditions specified herein; and

WHEREAS, Hasty shall be employed by TTD as an at-will employee serving at the sole pleasure of the TTD Board as further set forth herein and in accordance with the labor and employment laws of the State of Nevada.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on the date of execution and shall terminate on June 30, 2018. The term of this Agreement shall in no way limit the at-will nature of Hasty’s employment.
2. Employment: TTD hereby employs Hasty as its District Manager. Hasty shall devote his entire productive time, ability, and attention to fulfilling this Agreement and shall not engage in any other paid business, educational, professional, or work activities without the express written consent of the TTD Board, which consent shall not be unreasonably withheld. This section shall not be deemed to preclude the making of personal investments and the management thereof, so long as that activity does not constitute a conflict of interest under applicable federal, state, or local law. TTD understands that Hasty currently owns and operates a family business. That activity shall not constitute a violation of this Agreement, so long as no conflicts of interest are created in the operation of the business.

3. At-will Employment: Hasty shall serve as an at-will employee of TTD, with no stated duration of employment, and shall serve at the sole pleasure of the TTD Board. Hasty may be terminated at any time, with or without cause, by the TTD Board. Hasty may resign at any time provided that such resignation does not otherwise cause a breach of his duties as District Manager.
4. Termination for Cause: The term “cause” for the purposes of this Agreement is defined as:
 - a. fraud, misappropriation or embezzlement;
 - b. intentional breach of the provisions of this Agreement or TTD policies;
 - c. neglect of duties or willful misconduct which has resulted, or in all probability is likely to result, in material economic damage to TTD;
 - d. repeated failure to perform the duties and obligations of the District Manager under this Agreement;
 - e. a breach of duty; and
 - f. incapacity.
5. Severance Pay: If Hasty is terminated without cause, TTD shall pay severance to Hasty equal to six (6) months’ base salary which shall be Hasty’s exclusive remedy and compensation with regard to any such termination. Hasty shall not be entitled to severance pay if he is terminated for cause as determined by the TTD Board. Hasty shall not be entitled to severance pay if he resigns for any reason.
6. Duties of District Manager: Hasty shall perform the following duties and such other duties as may be assigned from time to time by the TTD Board, in accordance with direction from the TTD Board:
 - a. Pursue the objectives outlined in Exhibit A;
 - b. Manage and oversee TTD staff including hiring, firing and daily oversight;
 - c. Plan, organize, implement and administer TTD transit services and project delivery in the Lake Tahoe basin;
 - d. Plan, organize, create and implement TTD administrative processes, tools and administrative capabilities;

- e. Seek direction from the TTD Board to develop policies, objectives, budgets, funding sources, and other items as necessary for TTD Board action needed to support TTD;
 - f. Establish and maintain cooperative working relationships and deal with complex political, financial and personnel issues encountered as obstacles;
 - g. Develop and implement strategic legislative, funding, partnership and organizational actions relevant to the TTD mission statement;
 - h. Build and maintain public support for the implementation of TTD and Lake Tahoe basin transportation program objectives; and
 - i. Inform the TTD Board of TTD's actual financial position by providing budget information for TTD Board approval in a format consistent with the standard chart of accounts format that is common with governmental budgets.
 - j. All other duties described in the job description attached as Exhibit B.
7. Annual Performance Evaluation: Hasty's performance shall be evaluated annually prior to June 30 for the term of this Agreement. The process for the evaluation shall be as follows:
- a. The TTD Chair and one other TTD Board member shall meet to review Hasty's performance in the prior year and evaluate whether his performance meets, exceeds, or falls below expectations for each of the duties in Section 6 and the objectives in Exhibit A.
 - b. Hasty shall prepare a self-evaluation for each of the duties in Section 6 and the objectives in Exhibit A.
 - c. The TTD Chair and the other TTD Board member shall meet and confer with Hasty regarding their initial determination and Hasty's self-evaluation, and identify and discuss any areas of disagreement.
 - d. The TTD Chair and the other TTD Board member shall prepare a written determination as to whether Hasty's performance meets, exceeds or falls below expectations for each of the duties in Section 6 and the objectives in Exhibit A.
 - e. The TTD Chair and the other TTD Board member shall present their written determination to the TTD Board. Hasty shall have an opportunity to address the TTD Board at that meeting.
 - f. The TTD Board shall vote as to whether Hasty's overall performance meets or falls below expectations for the prior year.

8. Amendments to Exhibit A: The objectives in Exhibit A may be amended annually by the TTD Board. During the annual performance evaluation, the TTD Chair and other TTD Board member shall prepare suggested revisions to Exhibit A, if necessary, and present those suggestions to the TTD Board for review and approval. The revised Exhibit A shall be effective upon approval by the TTD Board.
9. Salary and Benefits: Following the execution of this Agreement, Hasty shall receive the salary and benefits specified in Exhibit C and any salary adjustments made pursuant to Exhibit C.
10. Potential for Future Increases: Nothing in this Agreement shall be deemed to limit the authority or ability of the TTD Board to increase the salary and benefits to be paid to Hasty during the term of this Agreement.
11. Notices: All notices under this Agreement shall be delivered in person and shall be deemed effective as of receipt. If personal delivery cannot be accomplished, then notice shall be given by mail at the normal and customary business address of TTD and at the residential address provided by Hasty for purposes of payroll and insurance information.

Notice by mail shall be given as follows:

Tahoe Transportation District: P.O. Box 499
Zephyr Cove, NV 89448

Carl Hasty: 5070 W Albuquerque Rd
Reno, NV 89511

12. Waiver: The failure of either party to insist upon strict compliance with the terms, conditions, or covenants of this Agreement shall not be deemed a waiver or relinquishment, nor shall any single waiver or relinquishment be deemed a waiver or relinquishment for all or any other time.
13. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Nevada in effect on the date of its execution. In the event of litigation concerning this Agreement, any action must be brought in the District Court of Douglas County, and each party shall bear their own costs and attorney's fees. In the event of such litigation, it is the parties' intent that no presumption shall arise from the identity of the drafter.
14. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether oral or written, between the parties with regard to the employment of Hasty by TTD. No other agreement, representation, or promise shall be valid or binding upon either party.

15. Modifications: Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto, except that Exhibit A may be amended unilaterally by the TTD Board pursuant to Section 8.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first written above.

Steve Teshara
Board Chair
Tahoe Transportation District

Carl Hasty
District Manager
Tahoe Transportation District

EXHIBIT A

Objectives

Exhibit A

I. Background

Beginning in 2008, TTD received seed money from the Federal Lands Highways Program (“FLHP”) to plan for a subset of major projects identified in the adopted Lake Tahoe Regional Transportation Plan (“RTP”). Prior to that time, TTD had minimal resources, no staff of its own, and was able to exercise only a small part of its statutory authority and potential role in the implementation of essential transportation and transit projects. When the TTD Board of Directors (the “Board”) hired Carl Hasty as District Manager in January of 2009, the Board gave clear direction to develop a subset of major RTP projects, provide the required professional leadership and services to the public and TTD’s partners, and establish TTD as an independent implementation and operational agency.

The relationship between the Board and the District Manager is set forth in employment agreements. There have been two previous agreements. Since the District Manager was originally hired, there have been additional allocations of funding from the FLHP. It is anticipated these will be expended by September 2015, with no further allocations from the source authorized by federal transportation legislation. Over the past four and one half years, TTD has successfully engaged these funds to advance priority projects into the environmental analysis phase. Also in collaboration with partners, TTD has constructed several projects, added new projects, taken over administration of the South Shore’s transit system, and facilitated the addition of new or expanded transit services elsewhere in the region. TTD has taken significant steps to establish its own operating procedures and systems, including payroll, accounting, capital project programming, insurance, lines of credit, contracting, and contract management. Including the District Manager, TTD now has nine employees. TTD’s budget has grown from an initial \$3.5 million to over \$15 million for the period.

II. Performance Measures for Annual Evaluation

A. Finance

- Take actions necessary to earn an unqualified audit for FY 2012.

B. Improve Administrative Capabilities

- Deliver a draft personnel and ethic’s policy that the Board can adopt;
- Deliver a construction procurement policy that the Board can adopt;
- Maintain trained and productive staff as measured by work plan performance.

C. Revenue Development

- Make substantial progress in developing and advancing funding strategies for construction projects;
- Make substantial progress in developing and advancing funding strategies for transit services;
- Advance strategy for 2016 election cycle by hiring a contractor to analyze long-term economic value of implementing Regional Transportation Plans.

D. Project Development

- Advance district work projects through the environmental analysis and document review phases.

E. Transit System

- Maintain responsive and effective transit system within operating budget;
- Initiate a facilities plan for the transit system;
- Renew transit operating agreements with key partners;
- Promote transit cooperation in the Tahoe-Truckee region and produce outline of how transit could be more fully integrated.

F. Board Relations

- Respond to Board inquiry and direction.

G. Partner Relations

- Maintain good working relations with primary local, state and federal partners.

III. Evaluation Standards

The following standards shall be used to evaluate Hasty on the Performance Measures in Section II above and the other duties listed in Section 6 of the Agreement:

A. Exceeds Expectations

- Achieved all significant aspects of objectives and exceeded some.
- Demonstrated requisite skills and knowledge and took initiative to enhance or increase skills.
- Sought out innovative solutions to accomplish objectives and incorporated continuous improvement into results.

B. Meets Expectations

- Achieved significant aspects of objectives.
- Demonstrated requisite skills and knowledge and applied them to achieve objectives.
- Achievement of objectives required more coaching than normally expected.

C. Below Expectations

- Failed to achieve significant aspects of objectives.
- Demonstrated lack of significant skills, knowledge and experience.
- Performance improvement plan is necessary.

EXHIBIT B

Original District Manager Position Description

Organization: **Tahoe Transportation District**

Position Title: **DISTRICT MANAGER**

Salary: DOQ (Maximum \$94,605 Annually)

To plan, organize, coordinate and direct the operations of the Tahoe Transportation District; to develop and implement transportation activities in the Tahoe Basin including transit services and transportation project delivery; to formulate transportation policies, procedures and operational objectives; to communicate effectively; and to establish an efficient organization by facilitating consensus building and decision making.

DISTINGUISHING CHARACTERISTICS

The TTD District manager serves at the pleasure and approval of the Tahoe Transportation District Board and will receive guidance and policy direction from the Board. The Tahoe Transportation District is a bi-state compact agency created to implement transit and transportation projects in the Tahoe Basin under Article IX of the Tahoe Regional Planning Compact (PL96-551), as amended by the states of California and Nevada in 1997.

The individual in this position will be responsible for the supervision of staff carrying out TTD responsibilities, including direct employees and TRPA employees assigned to TTD duties and will require the possession of strong management and interpersonal skills. The incumbent will also need to possess the ability to negotiate/mediate between the different entities on various interests and concerns of each of the TTD member jurisdictions and agencies. The ability to establish and maintain cooperative working relationships and deal with difficult issues and those people encountered in the job is also required.

This position is responsible for all transportation functions and activities of the District; and requires a high level of initiative, judgment, discretion, and the ability to make independent decisions. Under administrative direction of the TTD Board and subject to policy guidelines issued by the TTD, the TTD District Manager manages personnel and budgets, develops programs, and formulates operational procedures leading to the implementation of an efficient district.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the TTD Board.

Management and oversight of TTD staff positions; this includes TTD Project Manager, Transit Planner/Administrator, and Executive Assistant carrying out TTD activities.

EXPERIENCE AND EDUCATION

EXHIBIT A

To qualify for this classification, an individual must possess any combination of experience and education that would likely produce the required knowledge and abilities. A desirable combination is:

Experience:

Five years of progressively responsible experience managing and directing public agencies or major divisions of public agencies at the local or regional level, preferably in the area of transportation planning and/or service delivery.

Education:

Equivalent to graduation from an accredited college or university with major course work in public administration, business administration, or closely related fields. Course work related to transportation planning, urban planning, transportation engineering, public policy, and/or environmental studies is also desirable.

License or Certificate:

Possession of a valid California or Nevada Driver's License.

Example of Duties:

Duties may include, but are not limited to, the following:

Plan, organize, coordinate and direct the operations of the TTD.

Plan, develop, and manage transportation activities in the Tahoe Basin including transit services.

Oversee TTD transportation planning and project delivery efforts.

Plan; organize, and administer TTD transportation project delivery in the Tahoe Basin.

Formulate TTD transportation policies, procedures and operational objectives.

Communicate effectively; establish an efficient organization by facilitating consensus building and decision making.

Establish and maintain cooperative working relationships and deal with difficult issues and those people encountered in the job.

Negotiate/mediate between the different entities on various interests and concerns of each of the jurisdictions.

Develop and plan new or revised programs consistent with effective administration and community needs; evaluate and allocate personnel resources needed to reach program

objectives.

Assume responsibility for a variety of personnel actions including selections, promotions, performance evaluations, disciplinary actions, and dismissals.

Consultative oversight of TRPA staff assigned to TTD activities identified in the approved TTD Work Plan.

Review organizational structure, organizational issues, and operational methods for maximum efficiency and effectiveness.

Confer with the TTD Board on major administrative procedures and problems; develop solutions.

Formulate strategic directions, goals, and objectives related to transportation.

Staff the TTD and any advisory committees or subcommittees.

Oversee the adequacy and soundness of TTD's financial structure.

Management of funding distribution process of Rental Car Mitigation Funds.

Preparation and oversight of the TTD budget.

Negotiate and administer consultant contracts.

Direct/handle District media and public relations.

Serve as liaison with local Jurisdictions, TRPA/TMPO, TTC, and state and federal agencies.

Represent the TTD on transportation matters before boards, commissions, TRPA, Transportation Management Associations, Caltrans, NDOT, and other agencies and the public.

Perform related duties as assigned.

Typical Qualifications:

KNOWLEDGE OF:

Principles and practices of public administration with an emphasis on organizational, fiscal, and human resources management.

Principles and practices of management necessary to plan, organize, direct, and evaluate programs, administrative policies, and transportation problems.

Principles and practices of transportation planning and management.

Principles and techniques of budget preparation and fiscal control.

Principles and practices of personnel management, supervision, and training.

Federal, state, and local regulations pertaining to transportation issues.

Legislative developments affecting transportation programs and funding at the federal, state, regional and local levels.

ABILITY TO:

Plan, organize, direct, and coordinate the programs and operations of the district.

Work with the TTD Board to develop consensus on strategic directions, goals, objectives and policies.

Establish an efficient organization and environment among TTD staff.

Work with staff to assess organizational needs and to develop and implement TTD administrative policies and procedures.

Effectively prioritize and direct work efforts of TTD staff.

Keep abreast of current trends and best practices in the field of transportation planning and apply them to TTD programs.

Plan, organize and direct a comprehensive transportation program.

Prepare and monitor a comprehensive budget.

Direct development of funding/grant proposals.

Analyze situations accurately and take effective action.

Prepare and present clear and concise correspondence, reports, and recommendations.

Communicate effectively both verbally and in writing.

Make presentations to commissions, City Councils, Board of Supervisors, and other public and private groups on behalf of the TTD.

Establish and maintain cooperative working relationships with TTD Board, TTD staff, other departments and agencies, the private sector, and the public.

Physical Demands and Work Environment:

While performing the duties of this job, the employee is regularly required to sit; use the computer keyboard and mouse, walk, and stoop, or crouch. Occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. While performing the duties of this job, the employee may occasionally be exposed to outdoor weather conditions, moving mechanical parts, fumes or airborne particles, toxic and/or caustic chemicals, and vibrations. The noise level in the work environment is usually moderate, but at times may be high.

EXHIBIT C

Salary and Benefits

Salary

Hasty shall receive an annual salary of \$120,000. If the TTD Board determines that Hasty's performance meets expectations pursuant to Section 7 of this Agreement, Hasty shall receive a four (4%) percent increase per annum in each successive year for the term of this Agreement. Any salary adjustments shall be effective as of July 1.

Hasty shall receive a \$400 per month car allowance for business related travel. Hasty shall be reimbursed for all other business related expenses.

Benefits

Hasty shall receive a benefit package (the TRPA benefit package), which includes the following:

- 8.61 hours of paid time off (PTO) per pay period
- 12 paid holidays
- Medical Insurance Plan: Dental, Life and Health
- Short Term Disability
- Long-Term Disability (Voluntary)
- Retirement Plan 5-year vesting schedule (Hasty is fully vested)
- 457 Deferred Compensation Plan (Voluntary)
- 2 weeks of administrative leave