



A G E N D A

**PLACER COUNTY TRANSPORTATION PLANNING AGENCY
PLACER COUNTY AIRPORT LAND USE COMMISSION
WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY
PLACER COUNTY LOCAL TRANSPORTATION AUTHORITY**

Tuesday, October 18, 2022

9:00 a.m.

**Placer County Transportation Planning Agency
299 Nevada Street, Auburn, CA**

PUBLIC PARTICIPATION PROCEDURES

To protect public health and the safety of our Placer County citizens, Public Comment for this **October 18th meeting will be offered through a remote call-in line or joining the web-based meeting**. Public Comment will be opened for each agenda item in sequence. Be prepared to speak on the specific agenda item you wish to comment on when the Board Chair announces the item. Please see below for remote access to this meeting:

Si necesita servicios de traducción para otro lenguaje, aparte de Ingles, Por favor llamar al 530.823.4030 para asistencia.

Kung nangangailangan po ng tulong o interpretasyon sa ibang wika liban sa inglés, tumawag lang po sa 530.823.4030.

Webinar access: <https://us02web.zoom.us/j/87532037464>

You can also dial in using your phone: US: +1 (669) 900-9128

Webinar ID: 875 3203 7464

- A. Flag Salute**
- B. Roll Call**
- C. Agenda Review**
- D. Public Comment**
- E. Executive Director Appointment** **Action**
 - Authorize the Chair to sign a contract with Matthew Click as Executive Director.
- F. Adjourn to Closed Session** **Action**
 - 1. Closed session pursuant to Government Code 54957: Public Employee Employment Appointment Executive Director

**Board of Directors Meeting Agenda
 PLACER COUNTY TRANSPORTATION PLANNING AGENCY
 AIRPORT LAND USE COMMISSION
 WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY
 PLACER COUNTY LOCAL TRANSPORTATION AUTHORITY
 October 18, 2022
 Page 2**

- 2. Closed session pursuant to Government Code 54957.6: Conference with Labor Negotiator: Agency Designated Representative: Agency Chair, Unrepresented Employee: Executive Director Candidates

- G. Return from Closed Session and Provide Closed Session Report** **Action**

- H. Executive Director Appointment** **Action**
 - Approve Executive Director Employment Agreement and authorize Chair to execute new Executive Director Employment Agreement Pg. 1

- I. Letter Requesting Additional Bus Service for Early Morning CCJPA Trains** **Action**
 - Staff recommends that no request for a bus bridge for Train 527 be made at this time Pg. 10

- J. Executive Director’s Report** **Info**

- K. Board Direction to Staff**

Next Meeting – October 26, 2022

Following is a list of the 2022 Placer County Transportation Planning Agency (PCTPA) meetings.

Board meetings are typically held the **fourth Wednesday of the month** at 9:00 a.m. except for November and December meetings which are typically combined meetings. PCTPA meetings are typically held at the Placer County Board of Supervisors’ Chambers, 175 Fulweiler Avenue, Auburn.

PCTPA Board Meetings – 2022	
Wednesday, January 26	Wednesday, July 27
Wednesday February 23	Wednesday, August 24
Wednesday, March 23	Wednesday, September 28
Wednesday, April 27	Tuesday, October 18
Wednesday, May 25	Wednesday, October 26
Wednesday, June 22	Wednesday, December 7

The Placer County Transportation Planning Agency is accessible to the disabled. If requested, this agenda, and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact PCTPA for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should contact PCTPA by phone at 530-823-4030, email (ssabol@pctpa.net) or in person as soon as possible and preferably at least 72 hours prior to the meeting.



MEMORANDUM

TO: PCTPA Board of Directors

October 18, 2022

FROM: Mike Luken, Executive Director

SUBJECT: EXECUTIVE DIRECTOR APPOINTMENT

ACTION REQUESTED

Authorize the Chair to sign a contract with Matthew Click as Executive Director.

BACKGROUND

With the upcoming retirement of the current Executive Director, staff has been actively recruiting candidates to assume this critical position. The recruitment, under the contract with Wendi Brown and Associates, is now completed.

DISCUSSION

The Board appointed an Ad Hoc Board Subcommittee of Chair Baker, Vice-Chair Jones, Director Broadway and Director Joiner and Executive Director Luken to conduct the recruitment process. Recruitment firms were interviewed by staff and the firm of Wendi Brown & Associates was chosen to assist the Board Subcommittee.

The Board went through a rigorous recruitment process. Forty-two applications were received. This large list was narrowed down to 15 candidates for phone interviews by Wendi Brown & Associates. With information from the phone interviews and documentation submitted by the candidates, the Board Subcommittee then narrowed the candidates down to five who were interviewed in person or virtually by the Subcommittee. The Subcommittee recommended two finalists for final interviews with the Board which were held in closed session on September 28. A candidate was unanimously recommended. Background and reference checks on the top candidate have been performed and a proposed employment agreement has been agreed to by the candidate.

The Chair and current Executive Director recommend approval of the attached employment agreement with Matthew Click. The new Executive Director contract is for a three-year term through December 2025 with a yearly salary of \$236,114, a \$450 a month automobile allowance, 100 hours of administrative leave, together with standard Agency benefits applicable to all regular employees. In addition, following a favorable one-year performance review, in January 2024 the base salary increases 5% and a payment of \$200 a pay period will be contributed to a deferred compensation plan.

The anticipated start date is November 14, 2022. There will be an overlap of 30-45 days of the current Executive Director and New Executive Director to provide for transition. The cost of the overlap and of this permanent position is reflected in Amendment 1 of the FY 2022/23 Overall Work Program and Budget to be considered by the Board on October 26, 2022.

PCTPA Board of Directors

EXECUTIVE DIRECTOR APPOINTMENT

October 18, 2022

Page 2

Matthew Click is a seasoned transportation professional with over 26 years of experience in the public and private sectors in the states of Florida, Virginia, Georgia and California. He resides in the Sacramento Region and is currently employed by the consulting firm, HNTB.

Staff recommends the Board approve the terms and authorize the Chair to sign the contract.

DG:ML:ss

EMPLOYMENT AGREEMENT

Executive Director

This Employment Agreement (“Agreement”) is made and entered into on this Eighteenth day of October 2022, by and between the **Placer County Transportation Planning Agency** (“PCTPA” or “Agency”) and Matthew Click (“Employee”) for services to be performed by Employee in the position of Executive Director. PCTPA and Employee are collectively hereinafter referred to as “Parties.”

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Term.**

- a. PCTPA hereby employs Employee as Executive Director of PCTPA and Employee hereby accepts employment for a period commencing on November 14, 2022, and ending on December 31, 2025, subject to the limitations of this Agreement.
- b. Employee agrees to remain in the exclusive employment of PCTPA during this Agreement and shall not be otherwise employed during this Agreement.

2. **Duties.** Employee shall serve as Executive Director of PCTPA and shall carry out the duties as Executive Director as specified by PCTPA and consistent with applicable law. Employee shall further the purposes of PCTPA and shall be responsible to the Board of Directors of PCTPA (“Board”) for the implementation of and the efficient and effective administration of all PCTPA affairs. The Executive Director shall have the following powers and duties:

- a. The Executive Director shall perform the functions and duties specified in the administrative policies and resolutions of PCTPA and perform other legally permissible and proper duties and functions as the PCTPA Board of Directors may from time to time assign. The current Overall Work Program (OWP) and Budget (attached hereto as Exhibit A), which is adopted annually and amended periodically, is incorporated herein to set forth specific duties and responsibilities for Employee to carry-out on behalf of PCTPA.
- b. Employee shall perform all duties diligently and within the time parameters set by the Board. Employee shall work the hours necessary to perform all duties, including time beyond regular or customary PCTPA business hours or weekdays. Employee is an “exempt” employee and shall receive no overtime pay.
- c. Employee shall perform the duties to the best of Employee’s ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by PCTPA.
- d. Employee shall not engage in any activity which is or may become a conflict of interest, a prohibited contract, or an abuse of office, as defined under California law. Prior to performing any services under this Agreement and annually, thereafter, the Employee must complete disclosure forms required by law.

3. **Compensation.**

- a. For services rendered pursuant to this Agreement PCTPA shall pay Employee an annual base salary as set forth in Exhibit B, payable in installments at the same time and in the same manner as other employees of PCTPA subject to customary withholdings.
- b. PCTPA shall evaluate Employee's performance by December 2023, and if Employee receives a positive evaluation, Employee shall receive the following adjustments as directed by Agency's Chair following Employee's positive performance evaluation:
 - i. Employee shall receive an additional \$200 per pay period from the Agency as the Agency employer's contribution to the Employee's deferred compensation plan commencing with the first full pay period after January 1, 2024.
 - ii. Employee shall receive a 5% base salary increase commencing with the first full pay period after January 1, 2024.
- c. The PCTPA Board may from time to time otherwise adjust the compensation and benefits of Employee at such times and to such extent as the PCTPA Board may determine from time to time by amending Exhibit B of this Agreement.

4. **Benefits.**

- a. Except as otherwise set forth in this Agreement including Exhibit B, PCTPA shall provide Employee other employee benefits as provided to PCTPA employees in the same manner as provided to PCTPA employees and as may be modified from time to time. All actions taken by PCTPA Board related to benefits of Agency employees shall be considered actions granting the same benefits to Employee. As used herein, benefits include but are not limited to holidays, vacation leave, sick leave, retirement benefits and payments, health insurance, vision insurance, dental insurance, and life insurance.
- b. Except as otherwise set forth in this Agreement, the provisions of PCTPA's Personnel Policies and Practices Handbook and other Agency personnel administrative practices and procedures shall be applicable to Employee. To the extent of any conflict between those and this Agreement, this Agreement shall prevail.

5. **Automobile.** Employee's duties require that Employee shall have the use of an automobile at all times during employment with the Agency. The Agency shall reimburse Employee for the expenses of owning, maintaining and insuring a personal automobile at the rate shown in Exhibit B and such payment shall be in lieu of any payment by PCTPA for mileage or other automobile related expenses. Such automobile payment shall be

otherwise paid in accordance with Agency policies and procedures and may be adjusted to reflect costs or circumstances by amending Exhibit B.

6. **Administrative Leave.** Employee shall be entitled to administrative leave each fiscal year as set forth in Exhibit B, which will be prorated for the initial year. Administrative leave must be used within the fiscal year it is granted and cannot be accumulated or compensated.
7. **Performance Evaluation.** The PCTPA Board shall evaluate Employee's performance at least annually. Employee shall develop an annual statement of goals and objectives and a progress report for the Board. Nothing in this Agreement shall be construed to require PCTPA to grant Employee any pay increases based on any performance or performance standards, if any, nor to limit in any manner the discretion of Board to grant or not grant pay increases. Nor shall anything in this Agreement be interpreted to require PCTPA Board to evaluate Employee solely upon the work elements set forth in Exhibit A, nor to limit the discretion of the Board to evaluate Employee as it deems necessary in the sole discretion of the Board. The Board may fix any other terms and conditions of employment as it may determine from time to time relating to the performance of Employee provided such terms and conditions are not inconsistent with provisions of this Agreement or law.
8. **Termination and Severance.**
 - a. Due to the duties of the position and nature of the services provided by Employee to PCTPA, the Employee serves at-will at the pleasure of PCTPA, and nothing herein shall prevent, limit, or otherwise interfere with the right of the PCTPA Board to terminate Employee with or without cause. Employee shall have no right to a termination hearing and has no property interest in employment with PCTPA.
 - b. Employee may resign at any time and agrees to provide PCTPA advance written notice of at least 15 days of the effective date of Employee's resignation.
 - c. PCTPA may terminate this Agreement with Employee immediately with or without cause upon written notice to Employee.
 - d. If Employee is terminated by PCTPA while the Employee is still willing and able to perform the duties of Executive Director, PCTPA agrees to pay Employee a lump sum payment equal to six (6) month's base salary subject to all applicable taxes and withholdings required by law. Any severance payment made by PCTPA pursuant to this subsection 8.d. shall release PCTPA from any further obligations under this Agreement. Contemporaneously with the payment of severance under this subsection, the Employee shall execute and deliver to PCTPA a release releasing PCTPA, and all PCTPA related parties, entities, officers, employees, and

individuals, from liability for all claims that the Employee may have against such, except those claims prohibited from such release under either California or Federal law.

- e. Notwithstanding subsection 8.d. above, PCTPA shall not be obligated to pay, and shall not pay any amounts under subsection 8.d. to Employee if Employee is terminated because of:
 - i. The conviction of felony or misdemeanor or plea of nolo contendere to a crime involving moral turpitude, including without limitation, commission of theft, fraud or embezzlement,
 - ii. The conviction of felony or plea of nolo contendere to a felony,
 - iii. the willful or persistent material breach of duties or inattention to duties,
 - iv. a violation of statute or law constituting misconduct in office, or
 - v. willful misconduct.

Further, PCTPA shall not be obligated to pay Employee any severance amount under subsection 8.d. if Employee voluntarily retires or resigns in writing prior to termination. In the event Employee voluntarily retires or resigns, Employee shall provide advance written notice to PCTPA of at least fifteen (15) days.

- f. This Agreement shall be immediately terminated upon Employee's death or legal incapacity by operation of Labor Code section 2920.
9. **Indemnification and Defense.** PCTPA shall indemnify, defend, and hold Employee harmless from and against all demands, claims, suits, actions, and legal proceedings brought against Employee and arising out of events within the scope of Employee's employment and performance of professional duties as Executive Director, except to the extent that Employee's actions are the result of gross negligence or willful misconduct. Employee shall cooperate in good faith with PCTPA with respect to defense of such claims, demands, or legal actions.
10. **Abuse of Office.** Any salary provided Employee pending an investigation shall be fully reimbursed if the Employee is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243 and 53243.4. Any funds for the legal criminal defense of the Employee provided by PCTPA shall be fully reimbursed to PCTPA if the Employee is convicted of an abuse of her office or position, as set forth in Government Code sections 53243.1 and 53243.4. Further, regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement or severance related to the termination that the Employee receives from the PCTPA shall be fully reimbursed to PCTPA if the Employee is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243.2 and 53243.4.

11. **Notices.** Any notices required by this Agreement shall be in writing and either hand delivered in person or by U.S. first class mail with postage prepaid and addressed as follows:

To PCTPA: PCTPA
 c/o Chairperson
 299 Nevada Street
 Auburn, CA 95603

To EMPLOYEE: Matthew Click
 747 Bell Russell Way
 Sacramento, CA 95831

12. **Severability.** In the event that any term of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over PCTPA and Employee, the remainder of this Agreement shall remain in full force and effect unless the term or terms held to be illegal or void are wholly inseparable from the remaining provisions of the Agreement.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

15. **Entire Agreement.** This Agreement is the entire agreement between the parties regarding PCTPA’s employment of Employee and supersedes all prior oral or written understandings. This Agreement cannot be modified except by a written amendment signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective upon the commencement date specified in Section 1 herein.

**PLACER COUNTY TRANSPORTATION
PLANNING AGENCY**

EMPLOYEE

Brian Baker, Chair

Matthew Click

EXHIBIT A

ADOPTED OVERALL WORK PLAN (OWP) AND BUDGET

EXHIBIT B

**SUMMARY OF SALARY AND BENEFITS
EXECUTIVE DIRECTOR**

	Effective Date	Approved Action
Base Salary		\$236, 114 per year (2022/23 Base plus 7%)
Auto Allowance		\$ 450.00 per month
457 Plan Employer Contribution		\$ 0 per pay period
Administrative Leave		100 hours per year

In addition, Employee will receive standard Agency benefits as provided in the PCTPA’s Personnel Policies and Practices Handbook which may be amended by the Agency Board from time to time. This includes retirement benefits are provided pursuant to the Agency’s contract with CalPERS and applicable law.

Employee will be provided (1) Agency owned laptop, and (2) Agency cell phone or \$60 per month cell phone allowance.



TO: PCTPA Board of Directors

DATE: October 18, 2022

FROM: Mike Luken, Executive Director

SUBJECT: LETTER REQUESTING ADDITIONAL BUS SERVICE FOR EARLY MORNING CCJPA TRAINS

ACTION REQUESTED

Staff recommends that no request for a bus bridge for Train 527 be made at this time.

BACKGROUND

CCJPA changed the departing schedule of the single daily train leaving Auburn from 540am to 635am as part of an ongoing adjustment to eventually return Capitol Corridor service to pre-pandemic levels. This adjustment was implemented on October 3, 2022. The change benefits commuters traveling to locations in Sacramento/Davis and Suisun/Fairfield. However, several passengers traveling from Roseville are negatively impacted by this change with a later than desired arrival time in the Bay Area.

DISCUSSION

The Capitol Corridor has served Northern California since the 1990's, providing regional rail service between Auburn/Rocklin/Roseville, Sacramento, the Bay Area, and San Jose. Ridership over the years has increased greatly with added frequency and speed of service. Currently Directors Houdesheldt and Holmes are PCTPA's representatives on the CCJPA Board of Directors and Director Dowdin Calvillo is an alternate member appointed by the PCTPA Board of Directors.

Several Placer riders feel that the new Train 529 Capitol Corridor service schedule which started on October 3, 2022, creates a morning commuting conflict by leaving the new time of 635am from Auburn. They felt that previous 540am schedule of Train 527 provided them an ideal morning commute timing from Auburn, Rocklin, and Roseville to the Bay Area. Those riders have stated that the new schedule Train 529 negatively affect Auburn, Rocklin, and Roseville riders commuting to the Bay Area.

One idea proposed by riders in lieu of train service adjustment was to create a new "bus bridge" would connect Auburn, Rocklin, and Roseville to the Sacramento Valley Station at roughly the same time. CCJPA and Placer County Transit analyzed the cost of that new bus service and found that the cost would exceed \$100,000/year for the new bus. The current revenue of CCJPA service does not support this additional cost burden. PCTPA and its member agencies do not have any sources of revenue to pay for this bus bridge either. An existing Amtrack Throughway Bus that leaves Auburn, Rocklin and Roseville that departs 35 minutes earlier deliver riders to the Sacramento Valley Station to a train which would arrive in the Bay Area somewhat earlier without any additional cost. This earlier bus is very well subscribed with many riders using it daily.

CCJPA is desperately trying to return to ridership levels prior to the pandemic and over the next 12-18 months to maintain fiscal stability and protect existing service levels. Operational budgets for CCJPA are very tight with the huge loss in ridership and as federal funding to mitigate the pandemic is depleted. Making matters worse, CCJPA, like all public transit providers in California, are having a

PCTPA Board of Directors
LETTER REQUESTING BUS BRIDGE FOR CCJPA TRAINS
October 18, 2022
Page 2

very difficult time retaining and attracting staffing for train service after many staff retired or went to new jobs during the pandemic. At this time, PCTPA staff concur with the analysis of CCJPA staff that the best course of action at this time is to divert riders to the earlier bus so they can make it to their Bay area jobs and destinations in a timely manner.

It should be noted that CCJPA changed service a couple of years ago from 630am to 540am in response to the pandemic. CCJPA received complaints of the earlier departure time, particularly from those destined to locations in Sacramento/Davis and Suisun/Fairfield. The adjusted schedule is intended to provide a compromise until additional trains can eventually be added from Placer County with the Sacramento to Roseville Third Track Project. Reports from Capitol Corridor are that ridership increased 20% from Placer County during the first week of the change. CCJPA and Placer County are also actively exploring additional opportunities to coordinate local transit services with direct connections at rail stations in respond to the continued rapid growth of Placer County.

ALTERNATIVES

The Board can direct staff to request additional bus service. Draft language for this letter is attached to this memo.

BUDGET IMPACT

There is no budget impact from either staff's recommended action, nor sending a letter requesting additional bus service.

PCTPA Board of Directors
LETTER REQUESTING BUS BRIDGE FOR CCJPA TRAINS
October 18, 2022
Page 3

Draft Letter Language

October 18, 2022

Rob Padgette, General Manager
Capitol Corridor Joint Powers Authority

Oakland, CA

Subject: Request for Bus Bridge for Train 527 from Placer Stations to the Sacramento Valley Station

Dear Mr. Padgette:

The Capitol Corridor Service, operated from Auburn, Rocklin and Roseville to Sacramento, the Bay Area and San Jose is of critical importance to the Northern California Megaregion and to the residents and businesses of Placer County. With the COVID-19 pandemic, remote working in Placer County increased with many former Bay Area residents now permanently residing in Placer County.

A significant number of Placer riders feel that the new Capitol Corridor service schedule which started on October 3 creates a morning commuting conflict by leaving the new time of 635am. They felt that previous schedule of Train 527 provided them an ideal morning commute timing from Auburn, Rocklin, and Roseville to the Bay Area. Those riders have stated that the new schedule Train 529 negatively affect Auburn, Rocklin, and Roseville riders commuting to the Bay Area.

We understand that CCJPA is desperately trying to return to ridership levels prior to the pandemic and budgets for CCJPA are very tight with the huge loss in ridership and as federal funding to mitigate the pandemic is depleted.

We respectfully request that CCJPA continue to analyze and seek funding for a bus bridge from Auburn, Rocklin and Roseville to the Sacramento Valley Station to mimic the prior schedule of the 527 Auburn train so that they can arrive at a time suitable for their places of employment in the Bay Area and prevent those riders from reverting to using single occupancy vehicles for that same trip which would impact congestion and air quality for the megaregion.

Thank you for considering this request and please contact me if you have any questions or would like to discuss this matter further.

Regards,
Mike Luken, Executive Director