

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of November 7, 2022, by and between the Livermore Amador Valley Transit Authority (“Authority”), a public agency, on the one hand, and Christin Wegener (“Wegener”) on the other.

RECITALS

WHEREAS, the Authority desires to employ Wegener as the Executive Director for the Authority; and

WHEREAS, Wegener desires to accept the Executive Director for the Authority position pursuant to the terms and conditions of employment set forth in this Employment Agreement.

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

1. TERM OF EMPLOYMENT

1.1 Term. The Authority hereby appoints Wegener to serve as Executive Director, for the Authority and Wegener agrees to serve in this capacity, for a period of thirty-six (36) months, beginning December 5, 2022 (the “Term”) unless otherwise extended. The Authority will have the option of extending this Agreement for two additional one-year terms. This Term of this Agreement may be terminated before its expiration as set forth below in Section 6.

2. DUTIES OF EMPLOYEE

2.1 Description of Services as Executive Director. Wegener shall do and perform all services, acts or things necessary or advisable to manage and provide leadership and direction to staff and consultants. In this role, Wegener will, among other duties, provide support to the Authority Board, other governing bodies, and others as necessary; hire team members, assign tasks, evaluate performance, and handle disciplinary issues. She will assure prompt reporting to the Authority Board, stakeholders and partner agencies, represent the Authority in various capacities and perform other job duties as assigned. Wegener will report directly to the Authority’s Board of Directors.

2.2 Devotion of Time. Wegener shall devote such time, effort, ability and attention to the business of the Authority during the Term as may be required to perform faithfully and fully the duties of Executive Director for the Authority. Wegener will not be employed by any person or any other entity while the Authority employs her as Executive Director for the Authority that would result in a conflict of interest.

3. COMPENSATION

3.1 Salary.

a. During the period from December 5, 2022 to March 5, 2023, the Authority agrees to pay Wegener an annual base salary of Two Hundred and Fifteen Thousand Dollars

(\$215,000.00), payable in installments in accordance with the payroll schedule and cycle under which the Authority's other exempt management employees are paid, for Wegener's faithful and diligent performance of the duties and obligations of Executive Director. Wegener's salary is subject to all applicable withholdings.

b. The Authority shall conduct a review of Wegener's performance within the first ninety days of her term, and assuming Wegener's continued faithful and diligent performance of the duties and obligations, the Authority shall pay Wegener an annual base salary of Two Hundred and Twenty Thousand Dollars (\$220,000.00).

3.2 Performance. Wegener's performance shall be reviewed at least once annually, at or near the anniversary of her employment. Wegener's salary shall be subject to such annual increases may be approved by the Authority based upon Wegener's performance of her duties and obligations in a better than satisfactory manner.

4. EMPLOYEE BENEFITS

4.1 Health and Welfare Benefits. Wegener and her dependents shall be entitled to participate in all employee benefit plans applicable to management personnel including, but not limited to, health, dental, life and vision insurance benefits, subject to the terms and conditions of any such employee benefit plan and any applicable Authority policies. The Authority shall pay One Hundred Percent (100%) of Wegener and dependent premium costs for dental and vision coverage. The Authority shall pay One Hundred Percent (100%) of Wegener premium costs for life coverage. The Authority shall pay for Wegener and dependent medical insurance premium up to the amount of the most expensive health maintenance organization with whom the Authority contracts. The Authority shall provide disability insurance for Wegener. The Authority shall also provide life insurance in a policy amount equal to One Hundred Fifty Percent (150%) of Wegener's gross salary. The Authority reserves the right to modify its employee benefit plans and policies, including the scope of and/or provider of benefits, in its sole discretion.

4.2 Retirement Plans. The Authority shall pay the employer contribution to the Public Employee Retirement System ("PERS") in accordance with the Authority's established policies and PERS laws. In addition, the Authority will contribute an amount equivalent to Five Percent (5%) of Wegener's gross salary to the Authority's deferred compensation plan established pursuant to Internal Revenue Code Section 457(b). The Authority's retirement and Section 457 deferred compensation plan, and any contributions by the Authority thereto, may be modified from time to time in the sole discretion of the Authority.

4.3 Paid Time Off.

4.3.1 General Leave. Wegener shall be entitled to accrue and to use paid general leave in accordance with the Authority's established policies, which Wegener shall accrue at a rate of 176 hours per year during the term of this agreement. During the first three months of the term of this Agreement, Wegener may utilize up to 40 hours of leave prior to its accrual, provided that leave that is so utilized must be accrued prior to the first anniversary of this Agreement. Under the Authority's adopted policies, general leave is given in lieu of

vacation, illness and bereavement leave and may be used for any leave purpose. Such policies may be modified from time to time in the sole discretion of the Authority.

4.3.2 Administrative Leave. In recognition that Wegener may be required to work hours beyond regular work hours to fulfill management responsibilities, Wegener shall be entitled to accrue and use administrative leave in accordance with the Authority's established policies. Wegener shall accrue administrative leave at a rate of 56 hours per fiscal year during the term of this Agreement. Such leave shall be credited during the first pay period of July in each year. Wegener shall be paid for any unused administrative leave during the first pay period of July of each year.

4.3.3 Holidays. Wegener shall receive twelve paid holidays per calendar year, which shall correspond to the holidays established by the Authority's adopted policies, which may be modified from time to time in the sole discretion of the Authority.

5. OTHER OBLIGATIONS OF AUTHORITY

5.1 Office. The Authority agrees to provide Wegener with an office, administrative help, suitable office and computer equipment, supplies and such other facilities and services commensurate with her management position in order to facilitate the performance of her duties.

5.2 Vehicle Allowance. The Authority agrees to provide Wegener with \$600 per month for a vehicle allowance. The Authority makes no representation as to the taxability of this benefit and encourages Wegener to speak with her accountant on that issue.

5.3 Moving Allowance. In light of the need for Wegener to relocate her place of residence, the Authority shall provide Wegener with a one-time moving allowance of up to \$5000 on a reimbursement basis to cover the expenses of Wegener in relocating to the Livermore area.

5.4 Executive Coach. The Authority will pay for the services of an executive coach, as approved by the Board Chair, for Wegener during the first year of this Agreement.

5.5 Consultation with Chair. Wegener and the Board Chair shall meet monthly to discuss relevant matters regarding the Authority.

6. TERMINATION AND SEVERANCE PAY

6.1 Termination Upon Notice By Either Party. Except as limited by the other paragraphs of this Section, nothing in this Agreement shall prevent or otherwise interfere with the right of the Authority or Wegener to sever the employment relationship evidenced by this Agreement at any time and for any reason upon sixty (60) days' notice, as provided herein. In the event of such termination, the Authority may elect to pay Wegener for the notice period in lieu of such notice and immediately discontinue Wegener's services to the Authority. Wegener shall be entitled to receive at termination all compensation and benefits earned through the date of termination, including all benefits accrued and payable under Authority policy. No other compensation, payment or benefits of any kind will be provided by the Authority upon

termination of Wegener's employment with the Authority, except as otherwise provided in subsections 6.2 and 6.3.

6.2 Authority Severance Pay Upon Termination by Authority Other Than For Cause.

a. The Authority shall pay to Wegener the equivalent of six (6) months' salary, less the applicable notice period pursuant to subsection 6.1, above, as severance upon the termination of her employment during the Term of this Agreement for any reasons other than Wegener's voluntary resignation or termination by the Authority for cause as defined herein. Wegener shall be available to consult regarding transition issues for six (6) months following termination of her employment.

b. Wegener shall receive no severance pay upon her voluntary resignation or termination for cause. "For cause" is defined as any of the following by Wegener: willful breach of duties, obligations or policies of the Authority; continued neglect of duties or obligations required of the Executive Director after written notice of same; continued violation of written rules and policies of the Board after written notice of same; commission of any criminal act amounting to a felony while employed as Executive Director for the Authority; commission of any dishonest act in a public or private capacity such as theft, fraud, misappropriation or embezzlement of funds; or engagement in acts of disruption or violence or any other activity which would constitute grounds for immediate dismissal of any employee by the Authority under existing policies or as may be subsequently enacted.

c. Notwithstanding the foregoing, if the Authority terminates this Agreement due to the dissolution of the Authority or merger or consolidation of the Authority with any other entity, Wegener shall receive the equivalent of six (6) months' salary as severance pay. However, if the Agreement is terminated with less than three months remaining in its term, the maximum money that Wegener may receive shall be an amount equal to Wegener's monthly salary multiplied by the number of months left on the unexpired term of the Agreement.

d. Notwithstanding the foregoing, if this Agreement is terminated, any cash settlement related to the termination that Wegener may receive from the Authority shall be fully reimbursed to the Authority if Wegener is convicted of a crime involving an abuse of her position.

7. DISPUTE RESOLUTION

7.1 Binding Arbitration. Except as otherwise provided herein, all disputes or claims regarding the interpretation or enforcement of this Agreement shall be resolved through binding arbitration. This arbitration of disputes provision is not applicable to:

- a. A claim for workers' compensation benefits;
- b. A claim for unemployment compensation benefits;
- c. A claim for CA state disability or CA paid family leave insurance;

d. Claims that may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlr.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration; and

e. A California Labor Code Private Attorneys General Act representative claim (CA Labor Code Section 2698).

7.2 Knowing and Voluntary Waiver. Except as provided in Section 7.1, Wegener acknowledges that she hereby knowingly and voluntarily agrees to waive her right to pursue in state or federal court any dispute or claim arising from this Agreement.

7.3 Procedures Applicable to Arbitration.

7.3.1 California Code of Civil Procedure. Binding arbitration shall be conducted pursuant to California Code of Civil Procedure Section 1280 *et seq.*

7.3.2 Either Party May Initiate. Either the Authority or Wegener may request that a dispute be submitted to arbitration upon written notification to the other party.

7.3.3 Selection of Arbitrator. The Authority and Wegener shall attempt to agree upon an arbitrator. If no agreement can be reached, either party may request that the State of California Conciliation and Mediation Service provide a panel of five (5) names of experienced labor arbitrators. Each party shall alternately strike a name until one name remains. Wegener shall strike first. The remaining panel member shall be the arbitrator.

7.3.4 Arbitrator's Decision. The arbitrator's decision shall be in writing, setting forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to issue a decision which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Authority and Wegener within thirty (30) days of the hearing and shall be final and binding upon the parties.

7.3.5 Costs. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses will be borne by the Authority. All other costs, including attorneys' fees, will be borne by the party incurring the costs.

8. GENERAL PROVISIONS

8.1 Provisions required by California Government Code:

a. Section 53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall

require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of her office or positions.

b. Section 53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of her office or position.

c. Section 53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of her office or position.

d. Section 53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of her office or position.

The intent of this Section is to satisfy the requirements in Government Code sections 53243, 53243.1, 53243.2, and 53243.3 and this Agreement shall be interpreted consistent with these statutes.

8.2 Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by certified mail, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses indicated below or as changed by written notice delivered in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) business days after mailing.

To the Authority: Livermore Amador Valley Transit Authority
 1362 Rutan Court, Suite 100
 Livermore, CA 94551
 Attention: Executive Director

To Ms. Wegener: Christin Wegener
 43 Elm Street
 San Carlos, CA 94070

8.3 Entire Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the Authority's employment of Wegener as Executive Director for the Authority in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made which are not embodied herein and that no other agreement, statement or

promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if in writing signed by both parties.

8.4 Provisions Severable. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

8.5 Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.6 Waiver of Breach. The waiver by the Authority of a breach of any provision of this Agreement by Wegener shall not operate or be construed as a waiver of a subsequent breach by Wegener.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first indicated above.

CHRISTIN WEGENER

AUTHORITY

By: _____
Christin Wegener

By: _____
David Haubert
Chair

Approved as to form:

By: _____
Attorney