



February 8, 2023

AGENDA  
ITEM #5

**MEMORANDUM**

To: Pomona Valley Transportation Authority

From: George L. Sparks, PVTA Administrator

Subject: **Appointment of PVTA CEO**

**Recommendation:** *1) The PVTA Board of Directors appoint Nicole Carranza as Chief Executive Officer effective March 13, 2023. 2) The Board of Directors approve the proposed employment agreement between Nicole Carranza and Pomona Valley Transportation Authority.*

The current PVTA Administrator will retire in March of this year. In planning for the transition to new leadership staff have worked with the Technical Committee and in consultation with the Board of Directors to develop a position description and draft employment agreement. We have had discussions with the Board regarding the selection of the new CEO.

**Responsibilities of the Administrator/CEO**

The PVTA Administrator serves as the Chief Executive Officer for the Authority. The Administrator reports to the PVTA Board of Directors and is responsible for a broad range of activities. Because of the small staff the Administrator is directly responsible for many of them. These include:

1. The Administrator oversees service operations of all PVTA programs.
2. The position serves as the contract officer of the Authority, administering all PVTA contracts including its service agreements with providers. The position is responsible for the development and writing of the work scope as well as the contract language. The position administers the procurement and management of all contracts.
3. The Administrator serves as the chief financial officer, developing budgets overseeing accounting and finance activities.

4. PVTA makes use of a range of funding sources specific to transit. The position is responsible for grants management and compliance including reporting and monitoring programs for compliance with drug testing and ADA.
5. The Administrator oversees service plan development including planning for the transition to zero emissions.
6. The position manages the capital program including vehicles and facilities.

### **Recommended Conditions of Employment**

Generally, the conditions of employment are governed by PVTA's personnel manual. Since the Administrator/CEO serves at the pleasure of the PVTA Board of Directors, there is an employment agreement that clarifies these conditions. The proposed agreement is based on the existing agreement with the current Administrator. The major features are summarized below:

#### **A. Position Title**

To better reflect the position's responsibilities, it is recommended that the position's title be changed to Chief Executive Officer. The Administrator title can sometimes be confusing for people outside the Authority.

#### **B. Salary**

The position's salary will be based on a five-step salary schedule initially. The salary recommendation was developed in consultation with the PVTA Technical Committee. We reviewed similar positions among member cities and other local transit operators. The recommended range is **\$111,503-\$135,532**. The employment agreement also includes provisions for a cost-of-living increase based on CPI, not to exceed 5% in any single year.

#### **C. Termination and Severance**

The proposed employment agreement also outlines the conditions for termination and severance. The Agreement requires a severance payment of three months' salary in the first year of employment and six months' salary if the agreement is terminated thereafter.

### **Appointment of Nicole Carranza PVTA Chief Executive Officer**

We are recommending the appointment of Nicole Carranza as the PVTA Chief Executive Officer. This recommendation was made based on consultation with and the direction provided by the PVTA Board of Directors. Ms. Carranza has 14 years of experience in transit and has served as the Senior Program Manager for PVTA for the past six years overseeing service operations, contract monitoring, marketing and the mobility manager project. She has been active in regional transportation issues including serving on the Metro Technical Advisory Committee and as Chair of the Local Transit Systems Subcommittee of Metro. Ms. Carranza has demonstrated her ability to manage projects and to oversee and lead staff. She has acquired an extensive knowledge of the PVTA services and operations that will allow the Authority to continue to move forward. Her promotion will allow other qualified PVTA personnel to advance in their roles as well.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 8<sup>th</sup> day of February 2023 by and between the **Pomona Valley Transportation Authority** (hereafter referred to as "PVTA") and **Nicole Carranza** (hereafter referred to as "Employee").

### WITNESSETH:

WHEREAS, PVTA desires to employ the services of Nicole Carranza as Chief Executive Officer of the Pomona Valley Transportation Authority, and

WHEREAS, PVTA it is the desire of the Governing Board, hereinafter called "Board", to provide certain benefits, establish certain conditions of employment and to set working conditions of the Employee; and

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

### **SECTION 1. DUTIES**

PVTA agrees to employ Nicole Carranza as Chief Executive Officer of the Pomona Valley Transportation Authority to perform the functions and duties as the Board shall assign.

### **SECTION 2. TERM**

The term of this Agreement shall begin March 13, 2023, and be indefinite and may be terminated by either party as provided herein.

### **SECTION 3. TERMINATION AND SEVERANCE PAY**

A. PVTA may terminate the employment of employee at any time, provided, however, that, if such employment is terminated for reasons other than willful misconduct in office or conviction of an illegal act involving moral turpitude, then PVTA shall pay Employee a lump sum cash payment equal to three (3) months salary, as severance pay if said termination occurs in the first year of this Agreement and a lump sum cash payment equal to six (6) months salary as severance pay if said termination occurs after the first full year of this Agreement.

B. In the event that Employee resigns her position with PVTA, the Employee shall give PVTA thirty (30) days' notice in advance.

**SECTION 4. SALARY**

PVTA agrees to pay Employee for her services rendered pursuant to the following salary schedule:

Step 1. An annual base of \$111,503 effective March 13, 2023.

Step 2 An annual base of \$117,078 upon completion of one year of satisfactory service in Step 1.

Step 3 An annual base of \$122,932 upon completion of one year of satisfactory service in Step 2.

Step 4. An annual base of \$129,079 upon completion of one year of satisfactory service in Step 3.

Step 5. An annual base of \$135,533 upon completion of one year of satisfactory service in Step 4.

The above salary schedule shall be subject to an annual cost of living adjustment effective July 1<sup>st</sup> of each year based on the growth in the Consumer Price Index for All Urban Consumers- Los Angeles Area for the period of May to May of the prior year. Said cost of living adjustments shall not exceed 5% in any year.

**SECTION 5. ANNUAL PERFORMANCE REVIEW**

PVTA shall conduct an annual performance review of the Employee to allow the CEO to gain clear direction, feedback, and evaluation. PVTA may increase said salary and/or other benefits to such an extent as the Board may determine that it is desirable to do based on the annual performance review of Employee.

**SECTION 6. FRINGE BENEFITS**

A. PVTA agrees to provide coverage under the Public Employees Retirement System’s, Miscellaneous Employees 2% @ 62 plan.

B. PVTA agrees to provide the following medical and dental insurance, disability insurance, and worker compensation coverages consistent with the coverages provide to all full time permanent PVTA employees.

C. Sick leave shall accrue on a monthly basis beginning with the first month of employment the The rate of accrual shall be eight hours of sick leave per month. Sick leave may be accumulated as long as the employee works for PVTA.

**SECTION 7. HOILDAYS**

The following schedule of holidays shall be observed, and Employee shall receive the following days off with pay:

- |                               |                           |
|-------------------------------|---------------------------|
| 1. New Year’s Day             | 7. Veteran’s Day          |
| 2. Martin Luther King Jr. Day | 8. Thanksgiving Day       |
| 3. President’s Day            | 9. Day after Thanksgiving |
| 4. Memorial Day               | 10. Day before Christmas  |
| 5. Independence Day           | 11. Christmas Day         |
| 6. Labor Day                  |                           |

In the event that a holiday falls on a Sunday, the Monday following will be observed as the holiday; if it falls on a Saturday, the Friday preceding will be observed as the holiday.

**SECTION 8. VACATION**

Employee shall accrue paid vacation leave as provided below. Vacation time shall accrue on a monthly basis.

- 1 During the first five (5) full consecutive years of employment with PVTAs as Chief Executive Officer or any other position, the employee shall accrue fourteen (14) days of vacation leave per year.
- 2 Beginning with the employee’s sixth (6<sup>th</sup>) full consecutive year of employment and continuing through the tenth (10<sup>th</sup>) plus year, the following vacation leave shall accrue:

<b><u>Years of Continuous Service</u></b>	<b><u>Days of Vacation</u></b>
6	15
7	16
8	18
9	20
10 or more	23

Employee shall be entitled to accrue vacation earned during two full calendar years of employment. If, for some reason, the employee wishes to accrue vacation leave in excess of the

limits established herein, Employee must make a request to the Board in writing listing these reasons. Board shall review and may grant such request if it is in the best interests of the PVTA

**SECTION 9. HOURS OF WORK**

It is recognized that Employee must devote a great deal of time outside the normal office hours to PVTA business, and to that end Employee will be able to take compensatory time off as she shall deem appropriate during said normal office hours.

**SECTION 10. OUTSIDE ACTIVITIES**

Employee shall not become engaged in teaching, counseling, or consulting or other non-employer connected business without the prior approval of the Board Chair. Employee, subject to the prior approval of the Board Chair may utilize up to ten (10) days paid vacation days annually for non-employer connected business. Such non-employer connected business activities may not interfere with Employee's Board assigned duties.

**SECTION 11. GENERAL EXPENSES**

PVTA recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the Employee, and hereby agrees to reimburse or pay said general expenses.

**SECTION 12. INDEMNIFICATION**

PVTA shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief Executive Officer. PVTA will compromise and settle any such claim or suit or pay the amount of any settlement or judgement rendered thereon, subject to the laws of the State of California in that regard.

**SECTION 13. BONDING**

PVTA shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**SECTION 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The Board in consultation with the Employee, shall fix any such other terms and conditions of employments, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

**SECTION 15. NO REDUCTION OF BENEFITS**

PVTA shall not at any time during the term of this Agreement reduce the salary, compensation, or financial benefits of Employee, except to the degree of such a reduction across the board for all employees of PVTA.

**SECTION 16. GENERAL PROVISIONS**

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inures to the benefit of the heirs at law and executors of the Employee.

C. This Agreement shall become effective commencing on March 13, 2023.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect,

IN WITNESS WHEREOF, the Pomona Valley Transportation Authority has caused this Agreement to be signed and executed on its behalf by its Chair and duly attested by its Vice Chair, and Employee has signed and executed this Agreement, the day and the year first written above.

**EMPLOYEE**

**POMONA VALLEY  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
**Nicole Carranza**

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**Nora Garcia, Chair**

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**Corey Calaycay, Vice Chair**