

THIS PRINT COVERS CALENDAR ITEM NO.: 14

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Office of the Board of Directors

BRIEF DESCRIPTION:

Appointing Thomas Maguire to serve as Interim Director of Transportation and approving an employment agreement for that position.



SUMMARY:

- Under the terms of the proposed employment agreement, Mr. Maguire will serve as Interim Director of Transportation beginning August 14, 2019 at 5:01 p.m. and will serve until a permanent Director of Transportation is appointed and begins service.
- Charter Section 8A.102(c)(1) requires that the SFMTA Board of Directors appoints a Director of Transportation and that the Director be employed pursuant to an individual employment contract.
- The annual salary for the term of the employment contract shall be \$299,000.
- The employment contract provides for reimbursement up to \$2,000 for professional development expenses.
- The employment contract provides Mr. Maguire benefits and other terms and conditions of employment equivalent to specified benefits and other terms and conditions of employment in the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, as set in Exhibit A to the contract.

ENCLOSURES:

1. SFMTAB Resolution
2. Employment Agreement

APPROVALS:

	DATE
DIRECTOR <u></u>	<u>July 9, 2019</u>
SECRETARY <u></u>	<u>July 9, 2019</u>

ASSIGNED SFMTAB CALENDAR DATE: July 16, 2019

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The Board of Directors of the San Francisco Municipal Transportation Agency (SFMTA) has the duty under San Francisco Charter Section 8A.102(c)(1) to appoint a Director of Transportation who shall serve at the pleasure of the Board; and

WHEREAS, Charter Section 8A.102(c) (1) requires that the SFMTA Director of Transportation be employed pursuant to an individual employment contract; and

WHEREAS, On May 2, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the appointment of an interim Director of Transportation is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; and, now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors appoints Thomas Maguire to serve as Interim Director of Transportation beginning August 14, 2019 at 5:01 p.m. and continuing until a permanent Director of Transportation is appointed and begins service, as provided in the employment contract; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves an employment agreement with Thomas Maguire to serve as interim Director of Transportation of the SFMTA on the terms set forth in the employment agreement, with an annual salary of \$299,000, reimbursement up to \$2,000 for professional development expenses, and benefits and other terms and conditions of employment equivalent to specified benefits and other terms and conditions in the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, as set in Exhibit A to the employment contract.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of July 16, 2019.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

SFMTA EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this 16th day of July, 2019, by and between the City and County of San Francisco, a municipal corporation (“City”), acting by and through the Board of Directors (“Board”) of the San Francisco Municipal Transportation Agency (“SFMTA”), and Thomas Maguire (“Maguire”), an individual.

1. **Appointment of Maguire.** At a duly notice meeting on July 16, 2019, exercising its authority under San Francisco Charter Sections 8A.102(c)(1), the Board appointed Maguire as the Interim Director of Transportation of the SFMTA, to be effective at 5:01 p.m. on August 14, 2019. Maguire accepted the appointment, with the understanding that he shall serve on an interim basis at the pleasure of the Board as an at-will, exempt employee, and may be terminated at any time.

2. **Term of Appointment.** Maguire’s appointment shall commence at 5:01 p.m. on August 14, 2019, and expire upon the effective date of an employment contract between the SFMTA and a permanent Director of Transportation, unless earlier terminated as provided elsewhere in this Agreement.

3. **Authority and Duties.** Maguire shall exercise all duties of a City department head, including without limitation, the duties set forth in Section 8A.102 of the Charter and Section 2A.30 of the San Francisco Administrative Code, as those laws may be amended from time to time. Accordingly, Maguire shall be the appointing authority for the SFMTA with power to appoint, discipline, remove, and supervise all employees of the SFMTA as provided by law. Maguire shall administer and manage in a professional, efficient and effective manner all functions and assets assigned to or under the jurisdiction of the SFMTA as set forth in and subject to Article VIII A of the Charter, and shall perform any other duties and responsibilities consistent with the Director of Transportation position, including but not limited to those as may be assigned to him from time to time by the Board. Maguire shall devote his full time and best efforts to the business of SFMTA and the duties of the Director of Transportation position.

4. **Compensation & Benefits.**

(a) Maguire’s annual salary for the term of this Agreement shall be Two Hundred Ninety-Nine Thousand Dollars (\$299,000), subject to such deductions and withholding as may be required by law, authorized by this Agreement, or otherwise authorized by Maguire. Maguire’s annual salary shall be payable in the same manner and at the same time as the SFMTA pays other employees.

(b) The parties acknowledge that the San Francisco Charter establishes the levels and terms and conditions of retirement benefits for members of the San Francisco Employees’ Retirement System (“SFERS”), including Maguire. Maguire is responsible for paying required contributions to SFERS under the Charter, through a payroll deduction.

(c) Except as otherwise provided by this Agreement, Maguire will be entitled to and

subject to the benefits, obligations and other terms and conditions of employment equivalent to those provided under the terms of the agreement for fiscal years 2019-2022 between the Municipal Executives Association (“MEA”) and the SFMTA (the “MEA MOU”) that are specified in Exhibit A to this Agreement. When the MEA MOU refers to action by the Appointing Officer or City, such action shall be taken by the Board.

(d) SFMTA shall reimburse Maguire up to \$2,000 for professional development expenses, including expenses for internal or external training programs; professional conferences; executive coaching; professional licenses and certificates; association memberships; professional software; and books and subscriptions. All expenses must be reasonably related to Maguire’s job requirements or responsibilities. SFMTA shall provide reimbursement after Maguire provides proof of payment and, as applicable, proof of satisfactory completion of a course or program, or other documentation reasonably required by SFMTA.

5. **Termination of Agreement.** The Board may terminate this Agreement at any time at its convenience, without cause, and without stating any reason therefore. If such termination occurs, Maguire’s employment as Interim Director of Transportation will terminate automatically and his compensation and benefits under the terms of this Agreement shall cease.

6. **Resignation, Death, Incapacity.** Maguire may resign his appointment upon at least forty-five (45) days’ advance written notice to the Board or any shorter period agreed to by the Board. Compensation due under the terms of this Agreement shall cease on the day after Maguire’s resignation, death or incapacity. For purposes of this Agreement, “incapacity” shall be defined as the inability of Maguire, as a result of any physical or mental illness, to perform the essential functions of the Director of Transportation position with or without reasonable accommodation.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and enforced only in a state or federal court located in San Francisco, California.

8. **Notices.** All notices and any other written communication required or permitted to be served hereunder or by law shall be in writing and be deemed served by delivering or mailing the same, postage prepaid, and addressed as follows:

To the Board: Chair, Board of Directors
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, Seventh Floor
San Francisco, California 94103

To Maguire: Interim Director of Transportation
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, Seventh Floor
San Francisco, California 94103

Either party may modify the address at which it shall receive notice under this Agreement

by three day's prior written notice to the other party.

9. **Representation.** The Director of Transportation position is not represented by any union, or covered by any union memorandum of understanding or under the City's Unrepresented Employee Ordinance.

10. **Entire Agreement/Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written understandings between the parties. There are no oral or written covenants, inducements, promises or agreements between the parties except as contained herein. This Agreement may be amended only by a writing signed by and approved by the Board and Maguire in the same manner as this Agreement.

<p>_____</p> <p>Malcolm Heinike, Chair SFMTA Board of Directors</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By:</p> <p>_____</p> <p>Katharine Hobin Porter Chief Labor Attorney</p>	<p>_____</p> <p>Thomas Maguire</p> <p>Authorized by Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest:</p> <p>_____</p> <p>Roberta Boomer, Secretary SFMTA Board of Directors</p>
--	--

Exhibit A
Employment Agreement

Maguire is entitled and subject to the benefits, obligations and other terms and conditions of employment equivalent to those provided under the following provisions of the MEA MOU, as provided in paragraph 4(c) of the Employment Agreement:

1. The following sections of Article III: Pay, Hours and Benefits:

Section III(K)(2):	Management Leave
Section III(K)(3):	Administrative Leave
Section III(P)(1):	Recognized Holidays
Section III(Q):	Vacation
Section III(R):	Sick Leave
Section III(S):	State Disability Insurance
Section III(U):	Management Flex Spending – Compensation Package
Section III(X):	Retirement Planning Seminar
Section III(Y):	Life Insurance
Section III(Z):	Parental Release Time
Section III(AA):	Direct Deposit of Payments
Section III(BB):	Eye Examination
Section III(CC):	Jury Duty

2. The following section of Article IV: Training, Career Development and Incentives:

Section IV(C):	Reimbursement for Licenses, Certificates and Professional Memberships
----------------	---

3. The following sections of Article V: Working Conditions:

Section V(C):	Mileage Reimbursement
Section V(D):	Parking Facilities