



## Strategic Planning Committee

## Item #17-1-3 Action

January 4, 2017

### **Approve Amendment to Employment Agreement with Interim Chief Executive Officer**

**Issue:** Employment agreement with the Interim Chief Executive Officer

**Recommendation:** That the Strategic Planning Committee recommend that the Board approve an amendment to the employment agreement with Kirk Trost.

**Discussion:** In September 2016, the Board of Directors selected Kirk Trost as Interim Chief Executive Officer of SACOG from January 1, 2017 through March 31, 2017. The Board also authorized award of additional compensation in the form of either a \$10,000 bonus or two weeks' vacation for the performance of the Interim Chief Executive Officer duties. Mr. Trost will continue to serve as Chief Operating Officer/General Counsel.

Attached is the amendment to the existing agreement with Mr. Trost.

Approved by:

Kirk E. Trost  
Interim Chief Executive Officer

Attachment

Key Staff: Erik Johnson, Manager of Policy & Administration, (916) 340-6247

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

This Second Amendment to the Employment Agreement between Sacramento Area Council of Governments (hereinafter referred to as "SACOG") and Kirk Trost (hereinafter referred to as "Employee") is made effective January 19, 2017.

WHEREAS, SACOG and Employee entered into an Employment Agreement as of April 1, 2011 (collectively, "Employment Agreement");

WHEREAS, SACOG and Employee entered into a First Amendment to Employment Agreement effective March 17, 2016;

WHEREAS, the Board of Directors of SACOG ("Board") on September 15, 2016, appointed Employee as Interim Chief Executive Officer of SACOG from January 1, 2017 through March 31, 2017; and

WHEREAS, Employee shall continue to hold his position as Chief Operating Officer/General Counsel.

NOW, THEREFORE, the parties agree as follows:

1. Article 18 of the Employment Agreement is hereby added to read as follows:

**"18. INTERIM CHIEF EXECUTIVE OFFICER**

A. In addition to the duties set forth in Article 1, paragraph A., Employee will serve as Interim Chief Executive Officer for SACOG from January 1 through

March 31, 2017. In the capacity of Interim Chief Executive Officer, Employee will perform the functions and duties of the SACOG Chief Executive Officer as specified in the Joint Powers Agreement and resolutions of SACOG and will perform other legally permissible duties and functions as the SACOG Board of Directors may from time to time assign.

B. As additional compensation for serving as Interim Chief Executive Officer, Employee will receive either a bonus of \$10,000 or two weeks' vacation, to be selected by Employee. The additional compensation shall be provided to Employee on or around April 1, 2017.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the \_\_\_\_ day of \_\_\_\_\_, 2017.

SACOG

KIRK E. TROST

\_\_\_\_\_  
By: Brian Veerkamp, Board Chair

ATTEST:

\_\_\_\_\_  
Lanette Espinoza, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles Sakai  
Renne Sloan Holtzman Sakai LLP