

December 12, 2023

TO: SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
FROM: STEVE MATTAS, GENERAL COUNSEL
SUBJECT: EMPLOYMENT AGREEMENT WITH INTERIM EXECUTIVE DIRECTOR FOR SCCRTC

RECOMMENDATION:

- It is recommended that the Santa Cruz County Regional Transportation Commission (“Commission”) adopt a resolution approving an employment agreement for Interim Executive Director services and authorizing the chairperson to execute said agreement.

BACKGROUND:

The Executive Director for SCCRTC submitted his resignation effective December 1, 2023. SCCRTC is currently engaged in the recruitment process for a new Executive Director. The recruitment process for a new permanent Executive Director is expected to take six months. In the interim, SCCRTC requires an individual with the requisite skills, training, and experience to serve as Interim Executive Director. Mitch Weiss (“Annuitant”) has been identified as a candidate who possesses the required experience and skills to serve as Interim Executive Director. Annuitant is a retired CalPERS employee and would be appointed to the position of Interim Executive Director as a retired annuitant pursuant to Government Code Section 21221(h).

Staff recommends that the Commission adopt a resolution approving an agreement between the Commission and Annuitant to serve in the position of Interim Executive Director, as a retired annuitant, and authorizing the chairperson to execute said agreement.

**EMPLOYMENT AGREEMENT BETWEEN
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
AND MITCH WEISS TO SERVE AS INTERIM EXECUTIVE DIRECTOR**

This Employment Agreement (“**Agreement**”) is entered into this 7th day of December, 2023 (“**Effective Date**”) by and between the Santa Cruz County Regional Transportation Commission (the “**Commission**” or “**SCCRTC**”) and Mitch Weiss (“**Weiss**” or “**Annuitant**”) collectively referred to as “Parties”.

RECITALS

WHEREAS, the Commission requires an individual with the knowledge, skills and abilities to serve as Interim Executive Director while the Commission engages in recruitment for a new Executive Director; and

WHEREAS, the Commission desires to employ the specialized services of Annuitant as Interim Executive Director for the Commission in consideration of and subject to the terms and conditions of this Agreement; and

WHEREAS, Annuitant desires to accept temporary employment as Interim Executive Director in consideration of and subject to the terms and conditions of this Agreement; and

WHEREAS, under Government Code section 21221(h), California Public Employees Retirement System (CalPERS) retirees with specialized skills may perform work of a limited duration without reinstating into CalPERS; and

WHEREAS retired annuitants hired pursuant to Government Code section 21221(h) may work no more than 960 hours per fiscal year where the retiree has specialized skills needed to perform work of a limited duration; and

WHEREAS, the Commission desires by this Agreement to set forth the terms and conditions of Annuitant’s duties and services as Interim Executive Director for an interim period as set forth in this Agreement.

AGREEMENT

The Parties hereby agree as follows:

1. **SCOPE OF SERVICE.** Annuitant shall perform the duties of Interim Executive as described in Exhibit A, attached hereto and incorporated herein, to the best of his ability in accordance with the highest professional and ethical standards of the profession. Annuitant shall comply with the Commission’s rules and regulations and he shall obey the laws of the State of California and the United States of America as they apply to the performance of his duties.

2. **TERM.** The term of this Agreement shall be from the Effective Date, until either Annuitant has worked a total of 950 hours in the fiscal year for any CalPERS employer or upon notice by the Commission that the Commission no longer needs the services of the Annuitant or the hire date of the new Executive Director, whichever comes first. It shall be Annuitant's responsibility to monitor his hours and ensure that he has not worked more than 950 hours during the fiscal year for the Commission or for any other CalPERS agency. Annuitant will provide services as of December 21, 2023.
3. **EFFECTIVE DATE.** This Agreement shall become effective after:
 - i. This Agreement is approved and executed by Annuitant; and
 - ii. This Agreement is approved and executed by the Commission.
4. **RETIRED ANNUITANT STATUS.** It is intended that at all times Annuitant's post-retirement employment shall be in compliance with all laws governing employment of CalPERS retired annuitants, including without limitation Government Code sections 7522.56 and 21221(h) annuitants. Annuitant understands that he is solely responsible for monitoring his hours worked and ensuring that he does not work more than 950 hours in a fiscal year (including work performed prior to execution of this agreement and work performed for other employers participating in CalPERS).
5. **SERVICES TO BE PERFORMED BY ANNUITANT – INTERIM EXECUTIVE DIRECTOR.** Annuitant shall perform the duties of Interim Executive Director as provided in Exhibit A, attached herein and incorporated by reference.
6. **COMPENSATION.** Commission shall pay Annuitant for his services hereunder as Interim Executive Director and Annuitant shall accept, as full and complete compensation for said services, the sum of \$142.36 per hour. Annuitant shall receive no other payment, benefit, or remuneration other than his hourly wage for his services. There shall be no deductions from his wages for health insurance (including medical, dental, vision care, life, disability), overtime, vacation, or any other similar benefits of whatever kind or nature except that Annuitant may participate in ICMA or CalPERS 457 program.
7. **INDEMNIFICATION.** Commission agrees, in the event Annuitant is named as a defendant in a civil action arising from or as a result of his performance of duties as Interim Executive Director, to provide Annuitant such indemnification benefits as are required to be provided to an employee of the Commission under the laws of the State of California, including the provisions of Government Code sections 825, 995, 995.2, 995.4. This provision shall not apply with respect to any intentional tort or crime committed by Annuitant, or any actions outside the course and scope of the performance of his job duties pursuant to this Agreement.
8. **WORKERS COMPENSATION.** Annuitant shall be covered as Interim Executive Director by the Commission's Workers Compensation coverage in the event of an accident or injury.

9. **INSURANCE.** With the exception of workers compensation coverage, Annuitant understands and agrees that Commission will not provide any other insurance coverage for his work as a retired annuitant.
10. **UNEMPLOYMENT INSURANCE.** Annuitant certifies that he has not received any unemployment insurance payments in the past 12 months.
11. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding unless in writing and signed by both Parties.
12. **GOVERNING LAW.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California and leave for any action concerning the terms of this Agreement shall be in the Superior Court of Santa Cruz County.
13. **SEVERABILITY.** Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and shall in no way be invalidated, impaired, or affected thereby.
14. **ASSIGNMENT.** The Parties agree that the expertise and experience of Annuitant are material considerations for this Agreement. Annuitant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Annuitant's obligations hereunder and any attempt to do so shall be null and void.
15. **TERMINATION.** Annuitant understands that he is an at-will employee and that the employment may be terminated by Annuitant or Commission at any time, for any reason, or for no reason at all. The Commission's right of termination shall be in addition to all other remedies available under law to the Commission.
16. **WAIVER.** Waiver by Commission of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by Commission of the performance of any work or services by Annuitant shall not be deemed a waiver of any term or condition of this Agreement.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Santa Cruz County Regional Transportation Commission

DATED: _____

By: _____

Manu Koenig
Chair, SCCRTC

Approved as to Form: 

Steve Mattas
General Counsel

Annuitant

DATED: _____

By: _____

555581.1

EXHIBIT A
INTERIM EXECUTIVE DIRECTOR DUTIES

RESOLUTION NO. - ____

**A RESOLUTION OF THE SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION APPROVING THE EMPLOYMENT
AGREEMENT BETWEEN THE SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION AND MITCH WEISS (“ANNUITANT”) TO
SERVE AS INTERIM EXECUTIVE DIRECTOR**

WHEREAS, the Executive Director for the Santa Cruz County Regional Transportation Commission (“Commission”) submitted his resignation effective December 1, 2023; and

WHEREAS, the Commission requires an individual with the knowledge, skills and abilities to serve as Interim Executive Director while the Commission engages in a recruitment for an individual to serve as Executive Director; and

WHEREAS, the Commission desires to employ the specialized services of Annuitant as Interim Executive Director for the Commission in consideration of and subject to the terms and conditions of the Employment Agreement (“Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Annuitant desires to accept temporary employment as Interim Executive Director in consideration of and subject to the terms and conditions of the Agreement; and

WHEREAS, under Government Code section 21221(h), California Public Employees Retirement System (CalPERS) retirees with specialized skills may perform work of a limited duration without reinstating into CalPERS; and

WHEREAS, retired annuitants hired pursuant to Government Code section 21221(h) may work no more than 960 hours per fiscal year where the retiree has specialized skills needed to perform work of a limited duration; and

WHEREAS, the Commission shall pay Annuitant for his services as Interim Executive Director and Annuitant shall accept, as full and complete compensation for said services, the sum of \$142.36 per hour; and

WHEREAS, the Agreement sets forth the terms and conditions of Annuitant’s duties and services as Interim Executive Director for an interim period as set forth in the Agreement.


**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION:**

1. The Santa Cruz County Regional Transportation Commission hereby approves the Agreement between the Commission and Annuitant to serve as Interim Executive Director, attached hereto and incorporated herein as Exhibit A.
2. The Chairperson of the Santa Cruz County Regional Transportation Commission is hereby authorized to execute the Agreement.

PASSED, APPROVED, AND ADOPTED this 7th day of December, 2023.


Manu Koenig, Chair, SCCRTC

ATTEST:



Yesenia Parra, Clerk

APPROVED AS TO FORM:



Steve Mattas, General Counsel

5555610.1

Exhibit A

Employment Agreement

EMPLOYMENT AGREEMENT BETWEEN SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION AND MITCH WEISS TO SERVE AS INTERIM EXECUTIVE DIRECTOR

This Employment Agreement (“**Agreement**”) is entered into this 7th day of December, 2023 (“**Effective Date**”) by and between the Santa Cruz County Regional Transportation Commission (the “**Commission**” or “**SCCRTC**”) and Mitch Weiss (“**Weiss**” or “**Annuitant**”) collectively referred to as “Parties”.

RECITALS

WHEREAS, the Commission requires an individual with the knowledge, skills and abilities to serve as Interim Executive Director while the Commission engages in recruitment for a new Executive Director; and

WHEREAS, the Commission desires to employ the specialized services of Annuitant as Interim Executive Director for the Commission in consideration of and subject to the terms and conditions of this Agreement; and

WHEREAS, Annuitant desires to accept temporary employment as Interim Executive Director in consideration of and subject to the terms and conditions of this Agreement; and

WHEREAS, under Government Code section 21221(h), California Public Employees Retirement System (CalPERS) retirees with specialized skills may perform work of a limited duration without reinstating into CalPERS; and

WHEREAS retired annuitants hired pursuant to Government Code section 21221(h) may work no more than 960 hours per fiscal year where the retiree has specialized skills needed to perform work of a limited duration; and

WHEREAS, the Commission desires by this Agreement to set forth the terms and conditions of Annuitant’s duties and services as Interim Executive Director for an interim period as set forth in this Agreement.

AGREEMENT

The Parties hereby agree as follows:

1. **SCOPE OF SERVICE.** Annuitant shall perform the duties of Interim Executive as described in Exhibit A, attached hereto and incorporated herein, to the best of his ability in accordance with the highest professional and ethical standards of the profession. Annuitant shall comply with the Commission’s rules and regulations and he shall obey the laws of the State of California and the United States of America as they apply to the performance of his duties.

2. **TERM.** The term of this Agreement shall be from the Effective Date, until either Annuitant has worked a total of 950 hours in the fiscal year for any CalPERS employer or upon notice by the Commission that the Commission no longer needs the services of the Annuitant or the hire date of the new Executive Director, whichever comes first. It shall be Annuitant's responsibility to monitor his hours and ensure that he has not worked more than 950 hours during the fiscal year for the Commission or for any other CalPERS agency. Annuitant will provide services as of December 21, 2023.
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 - i. This Agreement is approved and executed by Annuitant; and
 - ii. This Agreement is approved and executed by the Commission.
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5. **SERVICES TO BE PERFORMED BY ANNUITANT – INTERIM EXECUTIVE DIRECTOR.** Annuitant shall perform the duties of Interim Executive Director as provided in Exhibit A, attached herein and incorporated by reference.
6. **COMPENSATION.** Commission shall pay Annuitant for his services hereunder as Interim Executive Director and Annuitant shall accept, as full and complete compensation for said services, the sum of \$142.36 per hour. Annuitant shall receive no other payment, benefit, or remuneration other than his hourly wage for his services. There shall be no deductions from his wages for health insurance (including medical, dental, vision care, life, disability), overtime, vacation, or any other similar benefits of whatever kind or nature except that Annuitant may participate in ICMA or CalPERS 457 program.
7. **INDEMNIFICATION.** Commission agrees, in the event Annuitant is named as a defendant in a civil action arising from or as a result of his performance of duties as Interim Executive Director, to provide Annuitant such indemnification benefits as are required to be provided to an employee of the Commission under the laws of the State of California, including the provisions of Government Code sections 825, 995, 995.2, 995.4. This provision shall not apply with respect to any intentional tort or crime committed by Annuitant, or any actions outside the course and scope of the performance of his job duties pursuant to this Agreement.
8. **WORKERS COMPENSATION.** Annuitant shall be covered as Interim Executive Director by the Commission's Workers Compensation coverage in the event of an accident or injury.


9. **INSURANCE.** With the exception of workers compensation coverage, Annuitant understands and agrees that Commission will not provide any other insurance coverage for his work as a retired annuitant.
10. **UNEMPLOYMENT INSURANCE.** Annuitant certifies that he has not received any unemployment insurance payments in the past 12 months.
11. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding unless in writing and signed by both Parties.
12. **GOVERNING LAW.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California and leave for any action concerning the terms of this Agreement shall be in the Superior Court of Santa Cruz County.
13. **SEVERABILITY.** Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and shall in no way be invalidated, impaired, or affected thereby.
14. **ASSIGNMENT.** The Parties agree that the expertise and experience of Annuitant are material considerations for this Agreement. Annuitant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Annuitant's obligations hereunder and any attempt to do so shall be null and void.
15. **TERMINATION.** Annuitant understands that he is an at-will employee and that the employment may be terminated by Annuitant or Commission at any time, for any reason, or for no reason at all. The Commission's right of termination shall be in addition to all other remedies available under law to the Commission.
16. **WAIVER.** Waiver by Commission of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by Commission of the performance of any work or services by Annuitant shall not be deemed a waiver of any term or condition of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Santa Cruz County Regional Transportation Commission


DATED: 12/11/2023

By: 
Manu Koenig
Chair, SCCRTC

Approved as to Form: 
Steve Mattas
General Counsel

Annuitant

DATED: 12/5/23

By: 

5555981.1

EXHIBIT A
INTERIM EXECUTIVE DIRECTOR DUTIES



HUMAN RESOURCES DEPARTMENT
Santa Cruz County Regional Transit Commission

EXECUTIVE DIRECTOR

DEFINITION

Under general direction of the Regional Transportation Commission (RTC), the Executive Director directs and administers the provisions of the Transportation Development Act and State and federal grant programs; interprets, applies and implements federal; State and regional laws and regulations regarding the use of funds and programmatic requirements; develops goals, objectives, policy recommendations and department work plans to implement the RTC's policy objectives; prepares and/or directs the preparation of staff reports, staff recommendations and/or commission agenda materials for all RTC meetings, public hearings and other RTC committee or task force meetings; coordinates and serves as the RTC's primary liaison with local, regional, State and federal agencies and public officials; interprets, analyzes, applies and advises the RTC on all laws and regulations regarding regional transportation planning, transportation funding, allocation of funds and programmatic requirements related to all aspects for regional transportation; develops, supervises and implements the RTC's budget, fund management, audits, purchasing and accounting activities; negotiates, implements and manages consultant contracts on behalf of the RTC; reviews and responds to land use proposals, i.e., environmental impact reports, general plan and growth management plans; supervises, directs and trains professional and nonprofessional staff; and, conducts public presentations for, and on behalf of, the RTC and to the public.

DISTINGUISHING CHARACTERISTICS

- Brings immediate credibility and the ability to inspire confidence and quickly establish mutual respect and trust with the Commission, staff and stakeholders.
- A strategic thinker who understands the political nuances of provocative regional issues and possesses the emotional intelligence to know when to foster consensus or recommend the options for a change of course.
- A strong mentor and leader who values the input and expertise of staff, supports professional development and fosters an internal culture of open communication, trust and accountability.
- Embraces diversity, equity and inclusion.
- Understands the importance of community outreach, transparency and that there is never too much communication.
- Diverse project delivery and construction management experience in an environment of conflicting priorities.
- A visionary who exercises initiative and creativity coupled with sound judgement in addressing challenging issues and recommending well-researched solutions.
- An open, honest communicator who embraces the need for collaboration in order to achieve long-term results.



HUMAN RESOURCES DEPARTMENT

Santa Cruz County Regional Transit Commission

- Significant financial acumen regarding the diversity of transportation funding and experience seeking creative revenue enhancements.
- A servant leader committed to sustainability.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles, practices, and trends of transportation planning.
- Principles and practices of effective organization and management.
- Principles and practices of government finance and budgeting in a transportation planning context.
- Principles and practices of program analysis, planning, development, evaluation and management.
- Functions and organizational interrelationships of regional, local, state, and federal transportation planning, funding, implementation, and regulatory agencies.
- Principles and practices of staff development, supervision, training, and personnel management.
- Principles and practices of administrative analysis.
- Laws and regulations related to transportation planning including programming, project implementation, environmental review, and air quality planning.
- Legislative processes related to developing funding and influencing transportation policy and regulations.
- Contract negotiation and administration.
- Grant writing and administration.
- Techniques of long-range transportation planning.
- Techniques of capital improvement programming.
- Techniques of interagency coordination and collaboration.
- Effectively use computer applications to input, access and analyze data, and to prepare budgets, reports, and narrative reports.
- Public relations, public participation, and marketing practices in a transportation services context.
- Principles of public relations/customer service.
- Principles of board and committee administration.



HUMAN RESOURCES DEPARTMENT

Santa Cruz County Regional Transit Commission

Ability to:

- Plan, organize, direct, and oversee the work of a regional transportation planning agency with significant, diverse, and complex transportation planning, funding, program management, and interagency coordination responsibilities.
- Develop, implement, and monitor agency and project budgets, contracts, grants and project work plans.
- Supervise, train, and evaluate the work of subordinate staff.
- Exercise initiative, ingenuity and sound judgment in solving difficult operational and personnel problems.
- Evaluate and develop programs and improvements to the effective and efficient delivery of regional transportation planning programs and services.
- Understand, interpret, explain, and apply laws, rules, regulations, contracts, memoranda of understanding, and policies and procedures.
- Define problems, collect, interpret and evaluate data, and develop solutions to problems.
- Understand and relate to others the goals, concepts, and principles of the RTC.
- Coordinate programs within the RTC and with agencies with related responsibilities.
- Effectively negotiate agreements.
- Prepare clear and concise policies, technical reports, and other written documents.
- Establish and maintain effective working relations with the general public, boards, commissions, public officials, representatives of the private sector, media representatives and other staff.
- Make effective oral presentations before large groups.
- Operate a computer to input, access, and analyze data.
- Perform under stress and adopt effective courses of action.
- Effectively address conflict.
- Receive and relay detailed information through verbal and written communications.



HUMAN RESOURCES DEPARTMENT
Santa Cruz County Regional Transit Commission

MINIMUM QUALIFICATIONS:

Education, Training, and Experience:

The ideal candidate is a proven, capable executive with an outstanding track record of integrity. Typical candidates include chief executives or assistants in transportation and/or planning agencies, as well as other government and private sector executives who have both the experience and a passion for transportation. A Bachelor's degree in planning, engineering, transportation, public policy or a related field is expected. An advanced degree and experience in the California transportation planning community are desirable.

Licenses and Certificates:

Possession and maintenance of a valid California Class C Driver's License, or the ability to provide suitable transportation which is approved by the appointing authority.

SPECIAL REQUIREMENTS:

Physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- lifting or carrying light objects
- operating assigned equipment
- general manual dexterity

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

CONDITIONS OF EMPLOYMENT:

Work is performed in an office setting and is primarily sedentary. Work may involve some occasional climbing, crouching, kneeling, reaching, and walking. The ability to lift up to 30 pounds may be required on occasion.

Class Information:

Unit: Management
FLSA Status: Exempt
Established: August 2018
Revised:



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Santa Cruz County Regional Transit Commission