

TO: Regional Transportation Commission
FROM: Sarah Christensen, Executive Director
RE: Contract TP2616 with Mitch Weiss Consulting, LLC for Special Advisor Services

RECOMMENDATIONS

Staff recommends that the Regional Transportation Commission (RTC) adopt a Resolution ([Attachment 1](#)) authorizing the Executive Director to execute agreement TP2616 with Mitch Weiss Consulting, LLC for a not to exceed value of \$60,000 for professional services to assist with specific tasks as described in in the contract’s scope of services and as directed by the Executive Director during the Director of Planning, Programming, and Transportation Services Leave of Absence.

BACKGROUND

In October of 2024, the Santa Cruz County Regional Transportation Commission completed an organizational restructuring that created 3 new departments, intended to improve operations and performance of the organization:

- Planning, Programming & Transportation Services;
- Capital Project Delivery; and
- Internal Services.

The previous Deputy Director position was eliminated, and the incumbent was appointed to the Director of Planning, Programming, and Transportation Services position. The remaining Director positions have been filled. The Current Director of Planning, Programming and Transportation Services has been on a Leave of Absence for initially 6-weeks, followed by a 6-week extension, followed by a request for an extension for an additional 12-weeks which the Executive Director has approved. To-date, the Executive Director has served as the acting Director of Planning, Programming, and Transportation Services, however the level of support the department needs, given the structural changes and staff transitions, exceeds what the Executive Director is able to provide while also fulfilling responsibilities as Executive Director.

DISCUSSION

The Planning, Programming, and Transportation Services Department is navigating a period of organizational change. The department has undergone structural reorganization and has experienced staff turnover. These conditions require consistent, dedicated leadership to ensure staff have the direction, guidance, and support they need to be effective, and to help the team settle into its new organizational structure in a cohesive and productive way.

While the Executive Director's acting support was a manageable near-term solution, the level of sustained, dedicated engagement the department requires is not consistent with what the Executive Director can provide while simultaneously fulfilling full agency executive responsibilities. Without dedicated departmental leadership, there is risk of delays in planning products, grant deliverables, and program milestones; reduced staff engagement and productivity during an already demanding transition period; and insufficient oversight of day-to-day operations and workload prioritization.

To address these needs, staff proposes contracting with a Special Advisor with senior-level planning, leadership, and management experience to serve in a temporary advisory and leadership support capacity within the Planning, Programming, and Transportation Services Department. The Special Advisor would work under the direction of the Executive Director and would be responsible for:

- Providing day-to-day leadership presence, staff engagement, and operational guidance within the department;
- Supporting workload prioritization, project coordination, and decision-making;
- Helping staff navigate the department's structural transition and fostering a cohesive, effective team environment;
- Ensuring continuity of departmental operations and program obligations during the leave period; and
- Facilitating a smooth transition when Director Mendez returns from leave.

The proposed contract is temporary, concluding upon the return of the Director of Planning, Programming, and Transportation Services at the end of August 2026.

Staff solicited proposals from interested and available industry professionals who have served in leadership and management roles for state and regional

planning agencies in California. Although there were several qualified candidates identified through industry outreach, there were only two qualified candidates available during the term of the proposed contract who could dedicate the time commitment needed for the short period of time. Considering both candidates qualifications, experience, capabilities, and cost proposals, Mitch Weiss, who has previously served as Interim Executive Director of the RTC for 9-months in 2023-2024, was identified as the top candidate. Mr. Weiss has understanding and awareness of the agency's needs, leadership challenges and opportunities, and ongoing organizational development work.

Staff negotiated an arrangement for Mr. Weiss to serve the agency 30 hours per week until August 30, 2026 when the Director of Planning, Programming, and Transportation Services is scheduled to return from his leave of absence. Mr. Weiss hourly rate is \$200/hour, which was a lower hourly rate than other candidates considered. Staff considers this arrangement to be of high value to the agency due to Mr. Weiss knowledge and understanding of the agency through his prior role.

FISCAL IMPACT

The contract will be funded by the RTC's administrative and planning budgets with work being conducted in FY 25/26 and FY 26/27. Sufficient budget exists in the respective fiscal years to fund this contract.

SUMMARY

Staff recommends entering into a contract with Mitch Weiss Consulting, LLC. for specific tasks as described in the contract scope of work.

ATTACHMENTS

1. Resolution
 - a. Contract

RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of June 11, 2026
on the motion of Commissioner
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT TP2616 WITH MITCH WEISS CONSULTING, LLC. FOR A NOT TO EXCEED VALUE OF \$60,000 FOR MANAGEMENT RELATED ADVISING DURING THE DIRECTOR OF PLANNING, PROGRAMMING, AND TRANSPORTATION SERVICES LEAVE OF ABSENCE

WHEREAS, The Santa Cruz County Regional Transportation Commission completed an organizational restructuring in October of 2024;

WHEREAS, the organizational restructuring resulted in the creation of several new positions, including 3 new at-will director level positions to lead the Planning, Programming, and Transportation Services, Internal Services, and Capital Project Delivery Departments, and two new supervising planner positions in the planning department;

WHEREAS, staff needs assistance leading and managing the Planning Department while the Director is out on a leave of absence for an additional 12-weeks;

WHEREAS, without dedicated departmental leadership, there is risk of delays in planning deliverables, grant administration, and programming activities; reduced staff engagement and productivity during an already demanding transition period; and insufficient oversight of day-to-day operations and workload prioritization;

WHEREAS, staff proposes contracting with a Special Advisor with senior-level planning, leadership, and management experience to serve in a temporary advisory and leadership support capacity within the Planning, Programming, and Transportation Services Department

WHEREAS, this contracting opportunity was advertised through outreach to various responsive and responsible bidders however only two individuals were available and qualified during the term of the temporary need;

WHEREAS, two available firms expressed interest which were interviewed by the Executive Director; and

WHEREAS, The selection of Mitch Weiss Consulting, LLC was based on availability, demonstrated competence, and professional qualifications.

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

The Executive Director is hereby authorized to negotiate and execute agreement TP2616 with Mitch Weiss Consulting, LLC for a not to exceed value of \$60,000 subject to legal counsel review as to form.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Eduardo Montesino, Chair

ATTEST:

Sarah Christensen, Secretary

Exhibit

a) Draft Contract

Distribution: RTC Project Manager and Consultant Project Manager

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”) is entered into as of _____, by and between the Santa Cruz County Regional Transportation Commission (“Agency”), and Mitch Weiss Consulting, LLC (MWC), (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage MWC to render professional services;
- B. That MWC is fully qualified to provide such professional services to the Agency by virtue of its experience, training, education; and
- C. That Agency has elected to engage the services of MWC upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Term:

This Agreement shall be effective on the date above and shall remain in effect until **August 31, 2026**.

Section 2. Services:

The consulting work, hereinafter “Services,” to be performed by MWC under this Agreement shall include:

Special Advisor to the Planning Department while the Director of Planning, Programming & Transportation Services is on extended leave, including meeting with the Executive Director and other Department Directors and staff, coordinating and allocating the work of the department supervising and oversight of staff within Planning, Programming and Transportation Services. and providing mentoring services to staff.

2.1. Standard of Performance: MWC shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that MWC agrees to provide in the geographical area in which MWC operates.

2.2. Time: MWC shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the service described in above. While the number of hours per week may vary, **the average hours per week through August 31, 2026 shall not exceed 32 hours per week and MWC shall**

not be required to work every week. MWC shall notify the Executive Director, in advance, which days or weeks MWC shall not provide services during the term of this agreement.

Section 3. Compensation:

- 3.1. Fees.** MWC services are provided on an hourly rate basis at a rate of **\$200 per hour and the total amount payable under this Agreement shall not exceed \$60,000.**
- 3.2. Direct Costs.** Agency shall reimburse MWC for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and will be invoiced to the Agency when received and without mark-up. **Travel costs shall be based on travel from the Agency's headquarters.**
- 3.3. Terms of Payment.** MWC shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of two percent per month, which will be applied to any unpaid balance owed commencing 7 days after the payment due date.

Additionally, in the event the Agency fails to pay any undisputed amounts due to MWC within 15 days after payment due date, then Agency agrees that MWC shall have the right to consider said default a total breach of this Agreement and the duties of MWC under this Agreement may be terminated by MWC upon 5 working days' advance written notice.

Electronic payment is the preferred method of payment. MWC will provide electronic payment instructions.

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME: Sarah Christensen

EMAIL: schristensen@sccrtc.org

Section 4. Termination:

This Agreement may be terminated by either Party, with or without cause, upon 30 days' written notice to the other party. Upon receipt of such notice, MWC shall cease performance as of the termination date specified in the notice, or 30 days from the date of the letter, if none is specified. Compensation payable to MWC shall be limited to services performed up to and including the termination date.

The Agency shall have the sole discretion, exercised in good faith, to determine whether the Services performed by MWC meet the Agency's satisfaction. Should the Agency determine that MWC's services are unsatisfactory and/or that MWC has failed to resolve performance issues related to MWC to the Agency's satisfaction, the Agency may terminate this Agreement by providing written notice to MWC pursuant to this provision.

Section 5. Relationship of Parties:

- 5.1.** It is understood that the relationship of MWC to the Agency is that of an independent contractor. The Agency shall not request from MWC or any MWC employee an MWC employee's Social Security Number or other similar personally identifying information, provided however, MWC shall provide Agency a completed W-9 form. The Agency shall not report an MWC employee to any third party as an employee of Agency. For the purposes of this Section 5 "third party" means another government agency, private company, or individual.
- 5.2.** In the event that a third-party requests information about an MWC employee, including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation, Agency shall inform MWC of the request prior to responding. If Agency possesses such information about an MWC employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.
- 5.3.** Agency shall not have the ability to direct how Services are to be performed, specify the location where Services are to be performed, or establish set hours or days for performance of services, except as mutually agreed upon.
- 5.4.** All services provided under this Agreement are outsourced to MWC and are not duplicative of or the responsibility of Agency employees. MWC employees shall not be subject to supervision, control, or reporting obligations of any Agency employee. MWC employees shall have no authority to execute documents or otherwise bind the Agency.

Section 6. Insurance:

MWC shall, at its own cost and expense, maintain coverage as described in this section for the term of the Agreement. Insurance coverage shall be at least in the following minimum amounts:

- a. Professional Errors and Omissions: \$1,000,000.
- b. Auto Liability: \$500,000 per person/per accident covering bodily injury liability, \$100,000 per accident property damage liability.

Section 7. Legal Requirements.

- 7.1. Governing Law, Venue and Attorney's Fees:** The laws of the State of California shall govern this Agreement. Any suit or action initiated by either party shall be brought in Santa Cruz County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.
- 7.2. Compliance with Applicable Laws:** MWC shall comply with all laws applicable to the performance of the work hereunder.
- 7.3. Nondiscrimination and Equal Opportunity:** MWC shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. MWC shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.
- 7.4. Post-Termination Assistance/Service Support:** Following completion of the Services and/or termination of this Agreement, any subsequent assistance related to the Services provided under this Agreement requested by the Agency, including but not limited to assistance with public records requests, regulatory compliance, or inquiries pertaining to the finished work product, shall be performed by MWC at its standard hourly rates in effect at the time services are provided. Prior to commencing such assistance services, Agency shall provide MWC with a deposit of \$2,500 ("Deposit") which MWC shall apply toward the fees and costs incurred. Agency acknowledges and agrees that actual costs may exceed the Deposit amount, and any such excess shall be invoiced to the Agency and paid in accordance with the payment terms of this Agreement. Any remaining balance of

the Deposit shall be refunded upon completion of the requested assistive services.

Section 8. Keeping and Status of Records:

- 8.1. Records Created as Part of MWC' Performance:** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that MWC prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. MWC hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use. For the avoidance of doubt, MWC shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.
- 8.2. Confidential Information:** MWC shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, MWC shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to MWC which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify MWC what information and documents are confidential and thus subject to this section 8.2.
- 8.3. MWC Books and Records:** MWC shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.
- 8.4. Inspection and Audit of Records:** Any records or documents that Section 8.3 of this Agreement requires MWC to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or

written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment:

This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments:

This Agreement may only be amended or modified by written Amendment signed by both Parties.

Section 11. Validity:

The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 13. Mediation:

Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14. Indemnification:

14.1. Agency understands and acknowledges that MWC may, as part of the scope of services under this Agreement, provide training on various matters. The advice and guidance included in such training does not, and is not intended to, constitute legal advice, and Agency shall not rely on the information provided during training as a substitute for legal counsel; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations.

14.2. MWC's and Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless MWC and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely

because of a duty any of them performs in accordance with the services contemplated in this agreement. It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against MWC, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement; or
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of MWC, its employees, or agents.

MWC shall indemnify, hold harmless and defend Agency, its governing body, officers, officials, agents, employees and volunteers from and against: any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this Agreement due to the recklessness, willful misconduct or negligent acts, errors, or omissions of MWC, its officers, employees, volunteers, or agents. MWC will reimburse Agency for any expenditure, including reasonable attorney's fees, incurred by Agency in defending against claims ultimately determined to be due to recklessness, willful misconduct or to negligent acts, errors, or omissions of MWC, its officers, officials, employees or agents.

14.3. Obligations and indemnity related to retirement plan participation:

- a. MWC and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security)("Retirement Program"), it is possible that the Retirement Program may find that MWC providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5 of this Agreement, Agency has an obligation to treat all persons working for as agents and employees of MWC, and not as agents or employees of Agency. Agency agrees not to ask MWC employees for personally identifying information.
- b. In the event that the Agency's Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency's employees, Agency shall inform MWC within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either

MWC or Agency files an appeal or court challenge, MWC and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 7.1 of this Agreement, MWC and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.

- c. In the event that any MWC employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency's Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless MWC for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

Section 15. Entire Agreement:

This Agreement contains the entire Agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

Section 16. Notices.

All notices required by this Agreement shall be given to Agency and MWC in writing, by first class mail, addressed as below, or by email transmission (mitch.weiss@pm.me).

Agency:

Santa Cruz County Regional Transportation Commission
1101 Pacific Ave. #250
Santa Cruz, CA 95060

MWC:

Mitch Weiss Consulting
1618 Alhambra Blvd. #1061
Sacramento, CA 95816

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. In accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7, the Parties agree that this Agreement may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED:

Agency:

By: _____, Dated _____

Sarah Christensen, Executive Director
Santa Cruz County Regional Transportation Commission

APPROVED AS TO FORM:

By: _____, Dated _____

Steve Mattas, General Counsel
Santa Cruz County Regional Transportation Commission

Mitch Weiss Consulting

By: _____, Dated _____

Mitch Weiss