



Item # 5

August 20, 2021

TO: VENTURA COUNTY TRANSPORTATION COMMISSION

FROM: STEVE MATTAS, GENERAL COUNSEL

SUBJECT: EMPLOYMENT AGREEMENT WITH MARK WATKINS RELATED TO INTERIM EXECUTIVE DIRECTOR SERVICES

RECOMMENDATION:

- It is recommended that the Ventura County Transportation Commission (“Commission”) approve a resolution approving an employment agreement with Mark Watkins for Interim Executive Director services and authorizing Chairperson Long to execute the agreement.

BACKGROUND:

The Executive Director for VCTC submitted his resignation effective September 3, 2021. VCTC is currently engaged in the recruitment process for a new Executive Director. That process is expected to take four to five months. In the interim, VCTC requires an individual with the requisite skills, training, and experience to serve as Interim Executive Director. The Administrative Committee recommends that Mark Watkins be appointed to serve as Interim Executive Director until the new Executive Director is hired. Mark Watkins previously served as City Manager of the City of Ventura and as Director of Public Works for the City of Thousand Oaks. In these roles, Mr. Watkins has extensive experience working with VCTC staff and on transportation issues.

Mr. Watkins 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). Under Government Code section 21221(h), Mr. Watkins may work no more than 960 hours per fiscal year. Mr. Watkins will be paid the sum of \$126.81 per hour, which will represent full and complete compensation for his services as Interim Executive Director. Consistent with CalPERS policies for work by annuitants, Mr. Watkins would not receive benefits such as medical coverage or vacation leave from VCTC. The term of the agreement starts on September 7, 2021 and ends on January 31, 2022 or earlier if the new Executive Director begins service before January 31, 2022.

Staff recommends that the Commission adopt a resolution approving an agreement between the Commission and Mark Watkins to serve as Interim Executive Director and authorizing Chairperson Long to sign the agreement on behalf of VCTC.

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RESOLUTION NO. 2021 - ____

**A RESOLUTION OF THE VENTURA COUNTY
TRANSPORTATION COMMISSION APPROVING THE EMPLOYMENT
AGREEMENT BETWEEN THE VENTURA COUNTY TRANSPORTATION
COMMISSION AND MARK WATKINS TO SERVE AS INTERIM EXECUTIVE
DIRECTOR**

WHEREAS, the Executive Director for the Ventura County Transportation Commission (“Commission”) submitted his resignation effective September 3, 2021; 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, Mark Watkins , by virtue of having previously served as City Manager of the City of Ventura and Public Works Director for Thousand Oaks, is qualified and has the requisite specialized skills, training and experience to serve as Interim Executive Director; and

WHEREAS, the Commission desires to employ the specialized services of Mark Watkins t 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, Mark Watkins 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 \$126.81 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 VENTURA COUNTY TRANSPORTATION COMMISSION:

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

PASSED, APPROVED, AND ADOPTED this 20th day of August, 2021.

KELLY LONG, Chair, VCTC

ATTEST:

Roxanna Ibarra, Clerk

APPROVED AS TO FORM:

Steve Mattas, General Counsel

Exhibit A
Employment Agreement

**EMPLOYMENT AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION AND MARK
WATKINS TO SERVE AS INTERIM EXECUTIVE DIRECTOR**

This Employment Agreement (“**Agreement**”) is entered into this 20th day of August by and between the Ventura County Transportation Commission (the “**Commission**” or “**VCTC**”) and Mark Watkins (“**Mark Watkins**” 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, Mark Watkins, by virtue of having previously served as City Manager of the City of Ventura, is uniquely qualified and has the requisite specialized skills, training and experience to serve as Interim Executive Director; and

WHEREAS, the Commission desires to employ the specialized services of Mark Watkins 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 September 7, 2021, through January 31, 2022 or until Annuitant has worked a total of 960 hours in the fiscal year for any CalPERS employer or until 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 960 hours during the fiscal year for the Commission or for any other CalPERS agency.
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 Mark Watkins' 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. Mark Watkins understands that he is solely responsible for monitoring his hours worked and ensuring that he does not work more than 960 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 \$126.81 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 Section 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 the County of Ventura.
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.

Ventura County Transportation Commission

DATED: _____

By: _____

Kelly Long
Chair, VCTC

Approved as to Form: _____

Steve Mattas
General Counsel

Annuitant

DATED: _____

By: _____

Mark Watkins

EXHIBIT A
INTERIM EXECUTIVE DIRECTOR DUTIES

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Ventura County Transportation Commission
Job Description

Interim Executive Director

Definition

Under policy direction of the Commission, plans, organizes, coordinates, and administers through management staff all transportation-related functions and activities for Ventura County Transportation Commission; provides policy guidance and coordinates the activities of department heads and staff; fosters cooperative working relationships with a variety of inter governmental agencies, civic groups, and staff; and does related work as required. In addition, this position is under contract between the Commission and the Ventura Council of Governments to plan, organize, coordinate, and manage functions and activities for Ventura Council of Governments.

Distinguishing Characteristics

This single-position classification has overall responsibility for policy development, program planning, fiscal management, administration, and operation of all Commission functions, programs, and activities. The incumbent is responsible for accomplishing Commission goals and objectives and for ensuring that the area served is provided with desired and mandated services in an effective, cost efficient manner. The Executive Director is appointed by and serves at the pleasure of the Commission.

Typical and Important Duties

Duties may include, but are not limited to, the following:

- Plans, organizes, coordinates, and directs, through others the work of the Commission.
- Develops and directs the implementation of Commission goals, objectives, policies, procedures, and work standards.
- Works closely with the various governing bodies, boards, and commissions, a variety of public and private organizations, and citizen groups in implementing programs and projects to solve identified problems; advises the Commission on issues and programs.
- Prepares and recommends long range plans for Commission services and programs; develops specific proposals for action on current and future Commission needs.
- Makes final interpretations of Commission regulations and various codes and applicable laws to ensure compliance.
- Directs the preparation and administration of the Commission's annual budget.
- Represents the Commission in contacts with various governmental agencies, community groups, and various business, professional, and other organizations directly or through subordinate staff.
- Coordinates the preparation of a wide variety of reports or presentations to the Commission or other governing bodies.

- Directs the selection, supervision, and the evaluation of staff; plans, evaluates, and supervises the work of direct report staff; monitors and directs Commission wide employee relations, staff development, and other issues.
- Directs the development and implementation of management systems, procedures, and the application of standards for program evaluation.
- Performs other related duties and responsibilities as directed by the Commission.
- The Executive Director will perform similar duties as identified above in his capacity as the Executive Director of VCOG in areas outside the discipline of transportation and also coordinate and integrate activities between the two agencies as appropriate and necessary.

Experience and Training

Any combination of experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Experience: Eight years of progressively more responsible professional-level transportation-related experience, including at least three years at a department head level.

Training: A master's degree from an accredited college with major coursework in transportation planning or engineering, business administration, public administration, economics, finance, or a related field.

Job-Related Qualifications

Knowledge of:

- Administrative principles and methods, including goal setting, program and budget development and implementation, and employee supervision.
- Principles, practices, and program areas related to the management of a public agency.
- Applicable legal guidelines and standards affecting public agency administration.
- Principles and practices of budget development and administration.
- Funding sources impacting transportation-related program and service development.
- Social, political, and environmental issues influencing program administration.
- Principles and practices of contract administration and evaluation.
- Local, regional, state, and federal laws, ordinances, and policies governing transportation issues.
- Local and regional bodies that implement laws, ordinances, and policies governing transportation issues.
- Organization and function of local, state, and federal public agencies as they relate to transportation issues.
- Meeting noticing and agenda setting requirements for public meetings.

Ability to:

- Plan, organize, administer, and coordinate a variety of large and complex transportation-related services, projects, and programs.

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Analyze complex technical and administrative transportation-related services problems, evaluate alternative solutions and implement effective courses of action.
- Select, motivate, and evaluate staff, and provide for their training and professional development.
- Prepare clear and concise reports, correspondence, and other written materials
- Establish and maintain cooperative working relationships with the Commission, and a variety of citizens, public and private organizations, boards and commissions, and Commission staff.
- Exercise sound, independent judgment within general policy guidelines.
- Understand and integrate a variety of transportation-related programs.
- Analyze difficult problems, develop a positive course of action, and follow through on its implementation.
- Communicate effectively in writing, orally, and with others to assimilate, understand, and convey information, in a manner consistent with job functions.
- Make effective public presentations.
- Represent the Commission effectively in contacts with elected and other officials, representatives of other agencies, and the public, occasionally in situations where relations may be difficult or strained.
- Organize own work, set priorities, meet critical deadlines, and follow-up on assignments with a minimum of direction.
- Work in a safe manner modeling correct safety practices and procedures.
- Maintain confidentiality regarding sensitive information.

Skill in:

- Using a personal computer and associated applications, such as transportation models, geographic information systems, and related planning applications.

Licenses and Certificates

All licenses and certificates must be maintained as a condition of employment.

- A valid appropriate California driver's license may be required.
- Maintain a satisfactory driving record.

Special Requirements

Essential duties require the following physical skills, abilities, and work environment:

Physical Skills: Able to use standard office equipment, including a computer and other electronic equipment; arm, hand, finger, wrist, leg, or foot motion repetitively; firmly or lightly grasp items as needed; sit, stand, walk, kneel, and maintain sustained posture in a seated or standing position for prolonged periods of time; vision to read printed materials, a computer screen, and to work in a typical office environment; hearing and speech to communicate in person, over the telephone, and to make public presentations; lift and carry 30 pound boxes, files, and materials.

Ability to: Travel to different sites and locations; drive safely to different sites and locations; work protracted and irregular hours and evening meetings or work unusual hours for meeting attendance or participation in specific projects or programs.

Work Environment: Mobility to work in a typical office setting.

Approved:	February 2010
Revision Dates:	January 2010
Former Titles:	
Status:	Executive
ADA Review:	
DOT:	No
Physical:	No