

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

Resolution No. 624

Appointing Lewis Likover as a Limited Duration Employee

WHEREAS, Shift Operator Lewis Likover will retire from employment with the Bolinas Community Public Utility District ("BCPUD" or the "district") effective September 30, 2013;

WHEREAS, the BCPUD Board of Directors hereby extends its gratitude and appreciation to Lewis Likover for his many years of exemplary service to the district and the Bolinas community;

WHEREAS, Lewis Likover possesses certain specialized skills and knowledge which are critically and immediately needed by the district in connection with its implementation of a pilot project to reduce chlorine disinfection byproducts in its treated drinking water;

WHEREAS, the district is required by the California Department of Public Health to reduce the levels of chlorine disinfection byproducts in its treated drinking water as soon as practicable; and

WHEREAS, the district and Lewis Likover mutually agree that it is in their best interests for the district to immediately appoint Lewis Likover as a limited duration employee for the purpose of implementing the district's pilot project.

NOW, THEREFORE, BE IT RESOLVED AND CERTIFIED by the Board of Directors of the Bolinas Community Public Utility District as follows:

1. Lewis Likover shall be appointed as a limited duration employee effective October 21, 2013 per the terms of the Employment Agreement attached hereto as Exhibit A.
2. It is necessary for the district to appoint Lewis Likover to this limited duration position, prior to the expiration of the 180-day waiting period which otherwise would apply to his appointment under California's retirement law, because he has specialized skills and knowledge that are critically necessary for the implementation of the district's pilot project to reduce chlorine disinfection byproducts in its treated drinking water.
3. Per the terms of Exhibit A, Lewis Likover shall work a maximum of 960 hours in a single fiscal year and shall be compensated at an hourly rate of \$37.50.
4. During the term of Lewis Likover's employment as a limited duration employee for the district, he shall not work for any other CalPERS employer.
5. During the term of Lewis Likover's employment as a limited duration employee, he shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation from the district other than the hourly rate of \$37.50.

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PASSED AND ADOPTED by the Board of Directors of the Bolinas Community

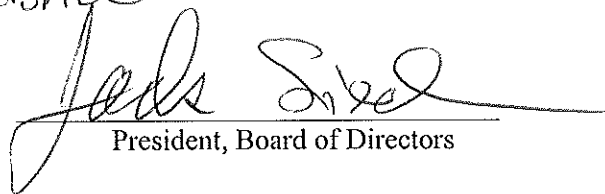
Public Utility District this 18th day of September, 2013 by the following vote:

AYES: AMOROSO, SIEDMAN, SMITH

NOES: NONE

ABSTAIN: NONE

ABSENT: BENDER, KIMBALL


President, Board of Directors

attest:


secretary

LIMITED DURATION EMPLOYMENT AGREEMENT

This Limited Duration Employment Agreement (“Agreement”) is made and entered into effective October 21, 2013 (the “Effective Date”) by and between the Bolinas Community Public Utility District (“BCPUD”), a special district of the State of California, and Lewis Likover (“Likover”):

BACKGROUND

1. The BCPUD is a special district of the State of California and is responsible for providing safe and effective water, wastewater, solid waste disposal and other utility services to its customers.
2. Likover has been employed by the BCPUD as a Shift Operator since September 1, 1987 and has acquired substantial and critically-needed expertise in the methodologies to reduce chlorine disinfection byproducts from the BCPUD’s treated drinking water.
3. Likover will retire from his position as a Shift Operator with the BCPUD effective September 30, 2013.
4. BCPUD desires to retain the part-time services of Likover as a limited duration employee and Likover is willing to be employed by the BCPUD in that capacity and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises herein made and on the terms and subject to the conditions herein contained, the BCPUD and Likover hereby agree as follows:


1. Employment: BCPUD hereby employs Likover as a limited duration employee on the terms set forth herein and Executive hereby accepts such employment, subject to termination as provided under Section 5, below.
2. Term: The term of this Agreement shall begin on October 21, 2013 and shall end on June 30, 2014 (the “Term”), unless earlier terminated as provided herein. Upon mutual written agreement, the parties may renew this Agreement for another term beginning July 1, 2014 and ending on June 30, 2015 (the “Renewal Term”) upon the same terms and conditions as provided in this Agreement.
3. Duties: During the term, Likover will be employed as a Limited Duration Employee and will report directly to the district’s Chief Operator and General Manager. Likover shall:
 - a. devote his best effort and skills to the BCPUD’s pilot project to reduce chlorine disinfection byproducts in its drinking water and related tasks, and shall not, without the BCPUD’s prior written approval, render to others services of any kind for consideration or engage in any other employment or business activity that would materially interfere with the performance of his duties under this Agreement; and

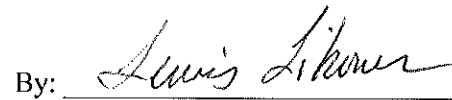
- b. perform such services and assume such responsibilities appropriate to the position of a Limited Duration Employee, as well as those which may from time to time be reasonably assigned to him by the Chief Operator and/or the General Manager.
4. Compensation: In consideration of Likover's services to the BCPUD during the Term of this Agreement, Likover will receive an hourly wage of \$37.50. Likover shall not receive or be entitled to any benefit, incentive, compensation in lieu of benefits, or any other form of compensation from the BCPUD other than this hourly rate.
5. Termination of Employment: Either party may terminate this Agreement for any reason upon no less than thirty (30) days prior written notice to the other. Upon termination of Likover's employment, he will be entitled only to the compensation provided for in Section 4 hereof for all hours work but as yet unpaid for the period of time ending with the date of termination.
6. Miscellaneous: This Agreement will be governed by the substantive laws of the State of California applicable to contracts entered into and fully performed in such jurisdiction. This Agreement is personal to the parties and their respective rights and obligations hereunder may not be assigned. In the event any provision of this Agreement or the application of any such provision to either of the parties is held by a court of competent jurisdiction to be contrary to law, such provision will be deemed amended to the extent necessary to comply with such law, and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the final and complete expression of all of the terms of the understanding and agreement between the parties hereto with respect to the subject matter hereof, and this Agreement replaces and supersedes any and all prior to contemporaneous negotiations, communications, understandings, obligations, commitments, agreements or contracts, whether written or oral, between the parties respecting the subject matter hereof, including but not limited to the Memorandum of Understanding Re: Compensation and Benefits Between BCPUD Board of Directors and BCPUD Employees, Effective Date: July 1, 2013 – June 30, 2014 (the "MOU"). Likover expressly understands and agrees that he is no longer a party to the MOU or entitled to any compensation or benefits thereunder after September 30, 2013. Except as provided in this paragraph 6, this Agreement may not be modified, amended, altered or supplemented except by means of the execution and delivery of a written instrument mutually executed by both parties.

The parties have caused this Agreement to be duly executed as of the day and year first above written.

BCPUD:

LIKOVER:

By: 
Its: General Manager

By: 

LEWIS LIKOVER

Address: P.O. Box 390
Bolinias, California 94924

P.O. Box 312
Bolinias, California 94924