

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

Resolution No. 691

Appointing William Pierce as a Limited Duration Employee and Certifying the Nature of the Employment and that Appointment is Necessary to Fill a Critically Needed Position Sooner than 180 Days.

Government Code Sections 7522.56 & 21224.

WHEREAS, in compliance with Government Code Section 7522.56 of the Public Employees' Retirement Law, the Board of Directors of the Bolinas Community Public Utility District ("BCPUD") must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date.

WHEREAS, William Pierce (CalPERS ID# 5256622894) retired from the BCPUD in the position of Chief Operator effective August 7, 2021;

WHEREAS, Government Code Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is February 4, 2022 without this certification resolution;

WHEREAS, Government Code Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Board of Directors of the BCPUD, the BCPUD and William Pierce certify that William Pierce has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, William Pierce possesses certain specialized skills and knowledge which are critically and immediately needed by the district in connection with its emergency efforts to add two existing groundwater wells to its water system during this period of historic drought and in connection with its responsibility to properly operate and manage its sanitary sewer system, as well as comprehensively train new shift operators during a global pandemic;

WHEREAS, the district is facing unprecedented stress on its surface water system as a result of the current deep and worsening drought and is in the process of submitting permit applications to the State Water Resources Control Board to add two existing groundwater wells to its water system and William Pierce is crucially needed for this urgent project;

WHEREAS, the district is required by the State Water Resources Control Board (per WDR Order 88-100) to employ "a treatment plant operator with at least Grade 2 certification to supervise operation of the wastewater treatment plant, or demonstrate to the Executive Officer's satisfaction, that an equivalent level of supervision is being maintained." Following Mr. Pierce's retirement, the district does not have a sufficiently qualified operator on staff; as such, Mr. Pierce is critically needed to perform this role under such time as District operators attain the required certification and/or experience.

WHEREAS, the district hired two new shift operators since the onset of the global Covide-19 pandemic that resulted in shelter-in-place and other workplace restrictions beginning in March 2020 and, due to the pandemic conditions, those operators have been unable to access most training services; as such, Mr. Pierce is critically needed to perform new shift operator training across the district's operations.

WHEREAS, the Board of Directors of the BCPUD hereby appoints William Pierce as a retired annuitant to perform the duties specified in the attached Limited Duration Employment Agreement for the BCPUD under Government Code Section 21224 effective September 23, 2021; and

WHEREAS, the entire employment agreement between William Pierce and the BCPUD has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is \$6,541.60 and the hourly equivalent is \$37.74 and the minimum monthly base salary for this position is \$3,953.73 and the hourly equivalent is \$22.81; and

WHEREAS, the hourly rate paid to William Pierce will be \$37.74; and

WHEREAS, William Pierce has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Board of Directors of the BCPUD hereby certifies the nature of the appointment of William Pierce as described herein and detailed in the attached employment agreement and hereby further certifies that this appointment is critically needed by the BCPUD beginning September 23, 2021 because William Pierce possesses certain specialized skills and knowledge which are critically and immediately needed by the district in connection with its emergency efforts to add two existing groundwater wells to its water system during this period of historic drought and in connection with its responsibility to properly operate and manage its sanitary sewer system, as well as to comprehensively train new shift operators during a global pandemic.

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

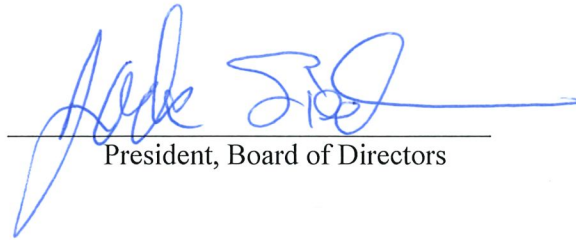
Public Utility District this 15th day of September, 2021 by the following vote:

AYES: COMSTOCK, GODINO, SIEDMAN, SMITH, WALKER

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE



President, Board of Directors

attest:



Secretary

LIMITED DURATION EMPLOYMENT AGREEMENT

This Limited Duration Employment Agreement (“Agreement”) is made and entered into effective September _____, 2021 (the “Effective Date”) by and between the Bolinas Community Public Utility District (“BCPUD”), a special district of the State of California, and William Pierce (“Pierce”):

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. Pierce retired from full-time employment as a Shift Operator with the BCPUD effective August 7, 2021 and, during the course of his employment, acquired substantial and critically-needed expertise in emergency groundwater well development, wastewater collection and treatment, and training of newly hired shift operators.
3. BCPUD would like to retain the part-time services of Pierce as a limited duration employee and Pierce 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 Pierce hereby agree as follows:

1. Employment: Pursuant to BCPUD Resolution 691, the district hereby employs Pierce as an at-will, 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 September _____, 2021 and shall end on June 30, 2022 (the “Term”), unless earlier terminated as provided herein. Upon mutual written agreement, the parties may renew this Agreement for another term beginning July 1, 2022 and ending on June 30, 2023 (the “Renewal Term”) upon the same terms and conditions as provided in this Agreement.
3. Duties: During the term, Pierce will be employed as a Limited Duration Employee and will report directly to the district’s Chief Operator and General Manager. Pierce shall:
 - a. devote his best effort and skills to implementing the district’s emergency groundwater well permit project, supervising the operations of the district’s wastewater collection and treatment facilities, and training new shift operators 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 General Manager.

4. Compensation: In consideration of Pierce's services to the BCPUD during the Term of this Agreement, Pierce will receive an hourly wage of \$37.74 (as such rate may be adjusted from time to time in the event the maximum paid to other district employees performing comparable duties is adjusted from time to time.) Pierce 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. Unemployment Insurance Compensation: Pierce warrants and represents that he has not received any unemployment insurance compensation for prior retired annuitant employment with any CalPERS employer during the 12-month period before his appointment to this position
6. 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 Pierce's employment, he will be entitled only to the compensation provided for in Section 4 hereof for all hours worked but as yet unpaid for the period of time ending with the date of termination.
7. 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 or 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 any version of the Memorandum of Understanding Re: Compensation and Benefits Between BCPUD Board of Directors and BCPUD Employees (the "MOU"). Pierce expressly understands and agrees that he is no longer a party to the MOU or entitled to any compensation or benefits thereunder after June 30, 2021. 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:

Pierce:

By: _____

By: _____

Its: _____

WILLIAM PIERCE

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

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Bolinas, California 94924