

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

Resolution No. 731

Appointing Jennifer Blackman 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, Jennifer Blackman (CalPERS ID# 4048611440) will retire from the BCPUD effective August 24, 2024;

WHEREAS, Government Code Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is February, 2025, 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 Jennifer Blackman certify that Jennifer Blackman has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, Jennifer Blackman served as the BCPUD's General Manager for nearly twenty years and, during that time, acquired a substantial array of specialized skills and knowledge which are critically and immediately needed by the district to eliminate a backlog of work and complete and/or transition certain regulatory, legal, permitting, financial, operational, and project-management projects of the district, among other things.

WHEREAS, the district has hired a new General Manager and a new Assistant General Manager, neither of whom have prior experience leading and managing a special district.

WHEREAS, the BCPUD currently is understaffed and is in the process of: completing updates of the district's various regulatorily required plans, policies and procedures; organizing district records; completing and/or transitioning critical outstanding projects and legal matters to the new General Manager; completing the training of the district's new General Manager and new Assistant General Manager and related tasks, including but not limited to training with regard to the preparation of the district's annual financial statements for FY 2023-24; and Blackman's services are crucially needed to eliminate this backlog of work and timely complete these projects;

WHEREAS, the Board of Directors of the BCPUD hereby appoints Jennifer Blackman 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 August 26, 2024; and

WHEREAS, the Limited Duration Employment Agreement between Blackman 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, Blackman's 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 \$11,632.48 and the hourly equivalent is \$63.22 and the minimum monthly base salary for this position is \$8,528.40 and the hourly equivalent is \$46.35; and

WHEREAS, the hourly rate paid to Blackman during the initial term of this Agreement will be \$60.00 per hour; and

WHEREAS, Blackman has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation from the BCPUD 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 Jennifer Blackman as described herein and detailed in the attached Limited Duration Employment Agreement and hereby further certifies that this appointment is critically needed by the BCPUD beginning August 26, 2024 because Blackman possesses certain specialized skills and knowledge which are crucially and immediately needed by the district to eliminate a backlog of work and complete the transition of ongoing regulatory, legal, permitting financial, operational, project-management and human resources functions of the district to the new General Manager and new Assistant General Manager, among other things.

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

Public Utility District this 21st day of August, 2024 by the following vote:

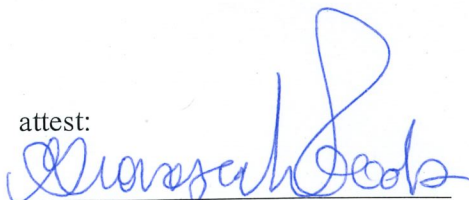
AYES: SIEDMAN, McELROY, ALEXANDER-GREEN

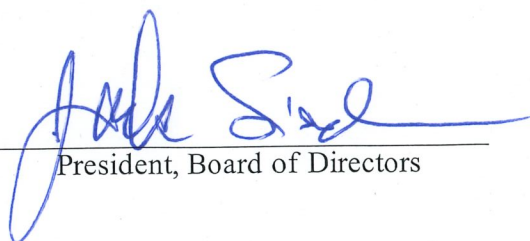
NOES: NONE

ABSTAIN: NONE

ABSENT: GODINO, WALKER

attest:


Secretary


President, Board of Directors

LIMITED DURATION EMPLOYMENT AGREEMENT

This Limited Duration Employment Agreement (“Agreement”) is made and entered into effective August 26, 2024 (the “Effective Date”) by and between the Bolinas Community Public Utility District (“BCPUD”), a special district of the State of California, and Jennifer Blackman, the district’s outgoing General Manager (“Blackman”).

BACKGROUND

1. The BCPUD is responsible for providing safe, reliable and cost-effective water, wastewater, solid waste disposal and other utility services to its customers.
2. During the course of Blackman’s nearly twenty years of employment as the BCPUD’s General Manager, Blackman acquired substantial and critically-needed expertise in the regulatory, legal, permitting, financial, operational, project-management and human resources functions of the district, among other things.
3. Blackman’s last day of full-time employment with the BCPUD will be August 23, 2024; as such, the effective date of her retirement for purposes of CalPERS will be August 24, 2024.
4. BCPUD would like to retain the part-time services of Blackman as a limited duration employee immediately following her retirement from the district and Blackman 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 Blackman hereby agree as follows:

1. Employment: Pursuant to BCPUD Resolution 731, the district hereby employs Blackman as an at-will, limited duration employee on the terms set forth herein and Blackman hereby accepts such employment, subject to termination as provided under Section 5, below.
2. Term: The term of this Agreement shall begin on August 26, 2024 and shall end on June 30, 2025 (the “Term”), unless earlier terminated as provided herein. Upon mutual written agreement, the parties may renew this Agreement for another term beginning July 1, 2025 and ending on June 30, 2026 (the “Renewal Term”) upon the same terms and conditions as provided in this Agreement.
3. Duties: During the term, Blackman will be employed as a Limited Duration Employee and will report directly to the district’s General Manager. Blackman shall, as requested and only as requested by the General Manager:
 - a. devote her best effort and skills to completing updates of the district’s operations plan, emergency response plan, and other regulatorily required plans, policies and procedures of the district; completing and/or transitioning critical outstanding projects as well as legal and regulatory matters to the district’s new General Manager; completing the training of the district’s new General Manager and Assistant General Manager and related tasks, including but not limited to training with regard to the preparation of the district’s annual financial statements for Fiscal Year 2023-24; organizing district records, and performing such tasks as needed to eliminate a backlog of work, 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 her 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 her by the district's General Manager.

4. Compensation: In consideration of Blackman's services to the BCPUD during the Term of this Agreement, Blackman will receive an hourly wage of \$60.00 (as such rate may be adjusted from time to time in the event the maximum amount paid to other district employees performing comparable duties is adjusted from time to time). Blackman 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: Blackman warrants and represents that she has not received any unemployment insurance compensation for prior retired annuitant employment with any CalPERS employer during the 12-month period before her 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 Blackman's employment, she will be entitled only to the compensation provided for in Section 4 hereof for all hours worked but unpaid for the period 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"). Blackman expressly understands and agrees that she is no longer a party to the MOU or entitled to any compensation or benefits thereunder after August 31, 2024. Except as otherwise provided in this Section 7, 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:
By: George Woods
Its: General Manager

Blackman:
By: Jennifer Blackman
JENNIFER BLACKMAN

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

Address: P.O. Box 336
Bolinas, California 94924