

AGENDA

Resort Improvement District No. 1 and Shelter Cove Sewer and Other Facilities Maintenance District No. 1 SPECIAL BOARD MEETING

Date: July 11th, 2024
Time: 10:00 a.m.
Posted: July 10th, 2024
Location: Shelter Cove Fire Hall Meeting Room
9126 Shelter Cove Road, Shelter Cove, California

Special Meeting

Jul 11, 2024, 10:00 – 11:00 AM (America/Los_Angeles)

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We welcome you to this meeting. Members of the Public may be heard on any business item on this Agenda before or during the Board's consideration of the item. The public may also directly address the Board on any item of interest to the public that is not on the Agenda during the public comment time; however, the Board generally cannot take action on an item not on the Agenda. The meeting room is wheelchair accessible. Accommodations and access to District board meetings for people with other handicaps must be requested of District staff at 707-986-7447 five (5) working days in advance of the meeting.

A person addressing the Board will be limited to five (5) minutes (Board Policy 5030) unless the Chairperson of the Board grants a longer period of time. While not required, we would appreciate it if you would identify yourself with your name and address when addressing the Board.

I. CALL TO ORDER

II. ROLL CALL

___ Janet Evans, President
___ Jack Hargrave, Vice President
___ David Sommer, Director
___ Michael Soluri, Director
___ Tesia Beauchene, Director

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENT

Any member of the public may directly address the Board of Directors on a matter of public interest not on the Agenda, but which is within the jurisdiction of the Board; however, the Board generally cannot take action on an item not on the Agenda. A person addressing the Board will be limited to five (5) minutes (Board Policy 5030) unless the chairperson of the Board grants a longer period of time.

V. ACTION ITEMS

1. Consider Resolution 24-14: Approving Retired Annuitant Administrative Superintendent Position for 180-Day Wait Period Exemption.

VI. ADJOURNMENT OF MEETING

This notice is posted in compliance with Government Code § 54954.2. The next Regular Meeting of the Resort Improvement District No.1 Board of Directors will be held on Thursday, July 18th, 2024, in the Fire Hall Meeting Room at 9:00 AM.

PUBLIC
COMMENT

ACTION ITEMS

RECOMMENDATION:

Motion to approve Resolution 24-14: Approving Retired Annuitant Administrative Superintendent Position for 180-Day Wait Period Exemption and Retired Annuitant Administrative Superintendent Employment Contract.

Move:

Second:

Evans:

Hargrave:

Soluri:

Sommer:

Beauchene:

Motion carries:

YES NO

**RESOLUTION 24-14
OF
RESORT IMPROVEMENT DISTRICT NO. 1 AND SHELTER COVE
SEWER AND OTHER FACILITIES MAINTENANCE DISTRICT NO. 1,**



**APPROVING RETIRED ANNUITANT ADMINISTRATIVE
SUPERINTENDENT POSITION FOR 180-DAY WAIT PERIOD
EXEMPTION**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 the Resort Improvement District No. 1 must provide CalPERS this certification resolution when hiring a retiree annuitant earlier than 180 days has passed since their retirement date; and

WHEREAS, Susan Sack, (2245182203) retired from Resort Improvement District No. 1 in the position of Administrative Superintendent, effective June 26, 2024; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 24, 2024 without this certification resolution; and

WHEREAS, Gov. 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 Resort Improvement District No. 1 and Susan Sack certify that Susan Sack has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Resort Improvement District No. 1 hereby appoints Susan Sack as an extra help retired annuitant to perform the duties of the Administrative Superintendent training the new Administrative Superintendent for the Resort Improvement District No. 1 under Gov. Code section 21224 effective July 11th, 2024; 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 base salary for this position full-time is \$12,221.73 per month and the hourly equivalent is \$70.51, and the minimum base salary for this position is \$9,786.40 per month and the hourly equivalent is \$56.46; and

WHEREAS, the hourly rate paid to Susan Sack will be \$56.46; and

WHEREAS, Susan Sack 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 from the Resort Improvement District No. 1 or any other CalPERS employer; and

THEREFORE, BE IT RESOLVED THAT the Resort Improvement District No. 1 hereby certifies the nature of the appointment of Susan Sack as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Retired Annuitant Administrative Superintendent for the Resort Improvement District No.1 by July 22nd, 2024 because Susan Sack's return temporarily is crucial to transfer essential skills and knowledge needed to effectively train a new Administrative Superintendent and to maintain continuity of vital community services

PASSED AND ADOPTED this 11th day of July, 2024 at a Special Meeting of the Board of Directors of the RESORT IMPROVEMENT DISTRICT NO. 1, by the following vote:

AYES: .
NOES: .
ABSENT: .
ABSTAIN: .

RESORT IMPROVEMENT DISTRICT NO. 1

By: _____
Janet Evans, President
Board of Directors

ATTEST:

Christopher Christianson, Secretary

**AGREEMENT FOR TEMPORARY EMPLOYMENT OF RETIRED ANNUITANT BETWEEN
RESORT IMPROVEMENT DISTRICT NO. 1 AND SUSAN SACK**

Position Title: Part-Time Administrative Superintendent (Retired Annuitant)

This Agreement, effective July 11, 2024, is between the RESORT IMPROVEMENT DISTRICT NO. 1 ("District") and SUSAN SACK, "Retired Annuitant."

RECITALS

WHEREAS, the District requires extra help to perform work of a specialized skill for a limited duration; and

WHEREAS, the Retired Annuitant served as Administrative Assistant/Superintendent of the District for over 20 years and will utilize her expertise as a former Administrative Superintendent which is critically important for the District to onboard and train the new Administrative Superintendent successfully; and

WHEREAS, the Retired Annuitant has significant experience as a long-time Administrative Superintendent making her well qualified to serve as an interim Administrative Superintendent to assist in training efforts; and

WHEREAS, The Retired Annuitant is knowledgeable and skilled in matters related to the duties and functions of an Administrative Superintendent and the District wishes to have the Retired Annuitant perform these necessary ongoing training duties and functions for a limited duration; and

WHEREAS, Section 21224 of the California Government Code authorizes the Retired Annuitant as a person with specialized skills needed in performing work of limited duration, provided, that (1) the appointment does not exceed a combined total of 960 hours per fiscal year, (2) the compensation does not exceed the maximum monthly base salary paid to other employees performing comparable duties based on an hourly rate, and (3) the retired annuitant does not receive any benefit, incentive, compensation in lieu of benefits, or other forms of compensation in addition to the hourly pay rate; and

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto agree as follows:

1. Effective Date and Term of Agreement: This Agreement shall be effective July 11, 2024 ("Effective Date"), and shall terminate automatically at midnight on December 31, 2024 provided, however, the parties may extend the term of this Agreement provided that such extension is permitted by law.
2. Compensation and Work Schedule:
 - a. Appointment and Scope of Services: Pursuant to this Agreement, the Retired Annuitant shall temporarily assist in training and performing the duties of the Administrative Superintendent and any key special assignments as may be necessary as determined by the General Manager. Such employment is "at will" and is subject to the terms of this Agreement. The Retired Annuitant shall perform said duties at the pleasure of and under the direct supervision of the General

Manager.

- b. Rate of Pay: Retired Annuitant shall be paid at the rate of \$56.46 per hour, which represents the hourly rate of the District's current salary schedule for the Administrative Superintendent. Payments will be made on regularly scheduled District payroll dates and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for services under this Agreement.
- c. Work Schedule and 960-Hour Limitation: Retired Annuitant is expected to devote the necessary time, within normal business hours, to the business of the District. The work schedule consists of a maximum of two eight-hour shifts per week. Both parties acknowledge that Susan Sack has prior commitments preventing her from performing duties during September and October. Following this period, Susan Sack will resume her duties to assist in the board election process and complete onboarding tasks for the remainder of the calendar year. However, pursuant to Government Code section 21224, the Retired Annuitant may work a maximum of 960 hours per fiscal year for all public employers that contract with CalPERS for retirement benefits. The General Manager retains the right to designate, reduce, change, or amend the number of hours assigned to the Retired Annuitant consistent with workload and other needs. The Retired Annuitant will be responsible for keeping track of hours worked. The Retired Annuitant must submit a record of all hours worked for the District to the Accounting Administrator according to the same schedule and procedures as other District staff. The District will provide the Retired Annuitant with copies of the hours reports periodically submitted to CalPERS regarding hours worked under this Agreement.
- d. Status: Retired Annuitant shall serve at the pleasure of the District and General Manager, subject to the terms and conditions hereof, and shall not acquire a property interest in employment or a right to continuing employment with the District. The terms, covenants, and conditions of the Retired Annuitant's temporary employment with the District are expressly limited by and to the terms, covenants, and conditions of this Agreement.
- e. Benefits: Retired Annuitant shall not be entitled to any benefits other than the hourly wage listed above.
- f. Duties: Retired Annuitant shall perform the duties of training a newly appointed Administrative Superintendent as directed by the General Manager. The Retired Annuitant Administrative Superintendent is primarily responsible for onboarding and training the new Administrative Superintendent of the District. Duties include but are not limited to:
 - Providing guidance and support in the orientation process for the new Administrative Superintendent.
 - Conducting training sessions to familiarize new hire with district policies, procedures, and operational protocols.
 - Assisting in the development and implementation of training materials.

- Performing other related duties outlined in Policy 2360 to teach Administrative Superintendent how to complete requests, research, and tasks.

g. Termination: Either party may terminate this Agreement without cause upon giving the other party not less than two weeks prior written notice. Notwithstanding anything to the contrary, the Retired Annuitant shall, upon District's Notice of Termination, deliver to District a written status report of all projects or matters that are in progress, in which the Retired Annuitant is involved. In the event of termination, all rights and obligations of the parties hereto shall thereupon cease. The provisions of this paragraph shall not be deemed a limitation upon the respective rights or remedies of all parties hereto which may accrue to them.

3. Employment Status:

1. Benefits: Other than the compensation described above in Section 2, the Retired Annuitant will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Retired Annuitant understands and agrees that the Retired Annuitant is not, and will not be, eligible to receive any benefits from the District.
2. No Property Right in Employment: Retired Annuitant understands and agrees that the terms of employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Retired Annuitant further understands that the Retired Annuitant acquires no property interest in employment with the District by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that employment may be terminated at any time for any reason or for no reason), and that the Retired Annuitant is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.
3. Status: Retired Annuitant shall serve at the pleasure of the District, subject to the terms and conditions hereof, and shall not acquire a property interest in employment or a right to continuing employment with the District. The terms, covenants, and conditions of the Retired Annuitant's employment with the District are expressly limited by and to the terms, covenants and conditions of this Agreement.
4. Employment of a Retiree: Retired Annuitant understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment not to exceed 960 hours in any fiscal year for all such employers*; either (1) during an emergency to prevent stoppage of public business, or (2) because the retired employee has skills needed in performing the work of limited duration.
5. Standard of Performance: All services to be performed by the Retired Annuitant pursuant to this Agreement shall be performed in accordance with all applicable ordinances, policies, and rules and regulations of the District Manager.

6. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Retired Annuitant and is not assignable or transferable by the Retired Annuitant to any third party.

7. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations, or understandings whether written or oral, between the parties. The Retired Annuitant shall be entitled to no other compensation or benefits than those specified herein, and the Retired Annuitant acknowledges that no representation, inducements or promises not contained in this Agreement have been made to the Retired Annuitant to induce Retired Annuitant to enter into this Agreement.

8. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

9. Conflict of Interest: The Retired Annuitant agrees that during the term of this Agreement, the Retired Annuitant will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor, or association, whether compensated for or not, that would in any way conflict with, or impair, the Retired Annuitant's ability to perform the duties described in this Agreement.

GENERAL MANAGER:

SUSAN SACK:

_____ Date: _____

_____ Date: _____

Christopher Christianson

Susan Sack