

AGENDA ITEM 2 C  
Action Item

**MEMORANDUM**

**DATE:** June 6, 2019

**TO:** El Dorado County Transit Authority

**FROM:** Maria Harris, Human Resources Manager

**SUBJECT:** Draft Limited Duration Employment Agreement with Mindy Jackson

**REQUESTED ACTION:**  
**BY MOTION,**

1. **Adopt Resolution No. 19-16 approving the appointment of Mindy Jackson as extra-help and waiving the 180 day waiting period**
2. **Authorize the Chair to sign the draft, limited duration employment agreement with Mindy Jackson to provide guidance on special issues for the incoming Executive Director**

**BACKGROUND**

The El Dorado County Transit Authority (El Dorado Transit) Board members participating in the hiring process for the new Executive Director requested that the previous Executive Director assist the incoming Executive Director with critical transitional items. The draft agreement provides a cost effective means to ensure that the essential plans, funding, and projects move forward efficiently for El Dorado Transit through September 30, 2019.

Under the California Government Code Sections 7522.56 and 21224 it states the following respectively:

- (f) a retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions.
- (1) The employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.
- (2) A retired person may serve without reinstatement from retirement or loss or interruption of benefits by this system upon appointment by the appointing power of a state agency or public agency employer either during an emergency to prevent stoppage of public business or because a retired person has specialized skills needed in performing work of limited duration.

## **DISCUSSION**

El Dorado Transit staff prepared a draft limited duration employment agreement to retain the services of the former Executive Director. The agreement includes the following specialized activities:

- Facilitation of transition to new Executive Director, including but not limited to:
  - Monthly status meetings
  - Guidance on El Dorado Transit administration and overall departmental issues
  - Other duties as may be required by the agency
- Strategy for development of 2019 Short and Long Range Transit Plan
- Provide an overview of new state or federal transportation legislation, as requested
- Assist in meetings with the El Dorado County Transportation Commission, Sacramento Area Council of Governments and Caltrans, as requested
- Continue as member of labor negotiations team, as requested.

The attached draft agreement and resolution are currently under review by the California Public Employees Retirement System (CalPERS), Employer Account Management Division Working after Retirement Unit.

The requested action is that the board adopt the resolution approving the appointment of the outgoing Executive Director and waiving the 180 day waiting period.

Legal counsel will review the findings from the CalPERS Employer Account Management Division. If legal counsel deems there are no material changes within the agreement, the chair will execute the agreement as is.

The term of this agreement will be June 10, 2019 through September 30, 2019.

## **FISCAL IMPACT**

All costs associated with Resolution No. 19-16 are not to exceed \$25,000.00.

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 19-16**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY  
TRANSIT AUTHORITY APPROVING AN EXCEPTION TO THE 180-DAY WAIT PERIOD  
FOR AN EXTRA HELP POSITION PURSUANT TO GOVERNMENT CODE SECTIONS  
7522.56 AND 21224

**WHEREAS**, in compliance with Government Code section 7522.56 the El Dorado County Transit Authority must provide CalPERS a certification resolution when hiring a retiree before 180 days has passed since his/her retirement date; and

**WHEREAS**, Mindy Jackson retired from the El Dorado County Transit Authority in the position of Executive Director, effective May 31, 2019; and

**WHEREAS**, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is November 30, 2019 without this certification resolution; and

**WHEREAS**, 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 El Dorado County Transit Authority and Mindy Jackson certify that Mindy Jackson has not and will not receive a Golden Handshake or any other retirement-related incentive; and

**WHEREAS**, the El Dorado County Transit Authority hereby appoints Mindy Jackson as an extra help retired annuitant to assist with the duties of the Executive Director for the El Dorado County Transit Authority under Government Code Section 21224, effective June 10, 2019; and

**WHEREAS**, the entire employment agreement, contract or appointment document between Mindy Jackson and the El Dorado County Transit Authority has been reviewed by the Board of Directors of El Dorado Transit and 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; 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 173.33 to equal the hourly rate; and

**WHEREAS**, the maximum base hourly rate for this position is \$74.35 per the El Dorado Transit

Authority's adopted salary schedule for the Executive Director Position; and

**WHEREAS**, the hourly rate to Mindy Jackson will be \$61.17; and

**WHEREAS**, Mindy Jackson has not and will not receive any other benefit, incentive, or compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

**NOW, THEREFORE, BE IT RESOLVED**, that the El Dorado County Transit Authority hereby certifies the nature of the appointment of Mindy Jackson as described herein and detailed in the attached employment agreement and that this appointment is necessary to assist in the transition of the new Executive Director for the El Dorado County Transit Authority for a term of June 10, 2019 through September 30, 2019.

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of said Board held on the 6<sup>th</sup> day of June 2019, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Mark Acuna, Chairperson

ATTEST:

\_\_\_\_\_  
Megan Wilcher, Secretary to the Board

**LIMITED DURATION  
APPOINTMENT AGREEMENT**

This Limited Duration Appointment Agreement (“Agreement”), effective June 1, 2019 is made by and between the El Dorado County Transit Authority (“El Dorado Transit”) and Mindy Jackson (“Appointee”). In consideration of the mutual promises made herein, the parties agree as follows:

**RECITALS**

WHEREAS, Appointee retired from El Dorado Transit on or about May 31, 2019.

WHEREAS, the El Dorado Transit Board of Directors (“Board”) has determined that Appointee will fill a critically needed position of a limited duration required prior to the expiration of the 180-day term since Appointee’s retirement from El Dorado Transit.

WHEREAS, Appointee possesses specialized skills required to fill El Dorado Transit’s critically needed position of a limited duration to ensure continued quality services are provided to El Dorado Transit riders.

**AGREEMENT**

1. Appointment.

El Dorado Transit agrees to appoint Appointee, and Appointee agrees to accept such appointment and perform the job duties outlined in Exhibit A or as assigned by the Board or Executive Director.

2. Term; Hours of Work.

A. This Agreement shall commence on June 1, 2019, and terminate on September 30, 2019, unless otherwise terminated by the parties.

B. Appointee may not work in excess of 960 hours per fiscal year (July 1 through June 30). Appointee shall provide services during such time as determined by Appointee, Board, and the Executive Director. Appointee shall submit to the Executive Director a bi-weekly time sheet showing the hours worked for each pay period. Subject to the 960 hours limitation, Appointee shall work such hours as are needed to perform tasks assigned by the Board and Executive Director. Appointee is not entitled to overtime compensation.

3. Compensation; Travel Expenses.

A. Appointee shall not receive any benefits received by regular employees of the El Dorado Transit, including, but not limited to, health, retirement, vacation, sick leave, personal time off, or holiday pay.

B. Appointee shall be compensated at an hourly rate of \$61.17 for services performed as described in Exhibit A. The total compensation for services performed by Appointee shall be paid bi-weekly, in arrears, on the same schedule as other El Dorado Transit employees,

based upon the time sheets submitted by Appointee and subject to all withholdings as required by law.

- C. Appointee shall receive reimbursement for travel as reported by the Appointee at the federal rate for mileage reimbursement, and cost (government or economy rate) for air, lodging, and meals.
- D. Appointee shall receive reimbursement at cost for long distance telephone, facsimile, postage, and duplication.
- E. Reimbursement for expenses for travel as described in this section shall not be considered compensation.

4. Termination.

Either party may terminate this Agreement at any time during the term of this Agreement for any reason upon two (2) calendar days written notice to the other party. Appointee is so appointed at the discretion of the Board and acknowledges that Appointee's services may be terminated by the Board under the provisions of this Agreement without a hearing.

5. Conflict of Interest Filings.

Appointee agrees to file a Fair Political Practices El Dorado Transit Form 700, Statement of Economic Interest with the El Dorado Transit, in accordance with the El Dorado Transit's Conflict of Interest Code. Based upon Appointee's job duties as set forth in Exhibit A, Appointee shall continue to fully disclose income, investments, and assets.

6. Unemployment Insurance Compensation.

Appointee hereby certifies that during the 12-month period prior to accepting the appointment described herein, the Appointee has not received any unemployment insurance compensation arising out of prior employment with a public employer.

7. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the appointment of Appointee by El Dorado Transit and contains all of the covenants and agreements between the parties with respect to that appointment and any and all employment, in any manner, whatsoever. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

8. Modifications.

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

9. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Arbitration.

All disputes arising out of this Agreement shall be submitted to final and binding arbitration. The arbitrator shall be selected in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS). If such services are not available, the dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

11. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

12. Knowledge of Parties; Binding Contract.

Appointee is entering into this Agreement knowingly and voluntarily. Appointee further acknowledges that she has been provided with an opportunity to consider this Agreement and to consult with counsel, including CalPERS. Appointee intends this Agreement to be complete and shall not be subject to any claim of mistake, and that the waivers and releases set forth herein are final and complete as stated regardless of the adequacy or inadequacy of consideration.

13. Notices.

All notices pursuant to this Agreement shall be in writing and given by delivery in person or U.S. Mail, postage prepaid, addressed as follows:

For the El Dorado Transit:

El Dorado Transit Chair  
El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619

For the Appointee:

Mindy Jackson  


IN WITNESS WHEREOF, the parties have entered into the Agreement as of the effective date appearing above:

By: \_\_\_\_\_  
"El Dorado Transit"  
Chair, El Dorado County Transit Authority

By: \_\_\_\_\_  
Mindy Jackson

DRAFT



## EXHIBIT A

Appointee shall perform the following job duties:

- Facilitation of transition to new Executive Director, including but not limited to:
  - Monthly status meetings;
  - Guidance on El Dorado Transit administration and overall departmental issues; and
  - Other duties as may be required by the agency.
- Strategy for development of 2019 Short and Long Range Transit Plan.
- Provide an overview of new state or federal transportation legislation, as requested.
- Assist in meetings with the El Dorado County Transportation Commission and Sacramento Area Council of Governments, and Caltrans, as requested.
- Continue as member of labor contract negotiations team, as requested.