

AGREEMENT FOR INTERIM HARBOR MANAGER

This Interim Employment Agreement (“Agreement”), between the Port San Luis Harbor District (“District”), through its Board of Commissioners (“Commission”), and John D’Ornellas (“Interim Manager” or “D’Ornellas”), shall be effective as of November 17, 2021 (“Effective Date”).

A. District is a public body organized and existing under the laws of the State of California. District employs a full time Harbor Manager.

B. District's current Harbor Manager position became vacant on November 11, 2021. District desires to retain the services of Interim Manger to serve as Harbor Manager during the vacancy and recruitment.

C. D’Ornellas desires to serve as Harbor Manager, on an interim basis, subject to all terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Employment.** District hereby engages D’Ornellas as Interim District Harbor Manager and D’Ornellas hereby agrees to perform for District the services hereinafter set forth pursuant to the terms and conditions herein.

2. **Scope of Services.** D’Ornellas shall perform all functions and duties of harbor manager as provided by the California Harbors and Navigation Code, District Ordinances, and all applicable laws, and as directed by the District Board of Commissioners. It is agreed by the parties that D’Ornellas' employment shall not be full time. However, D’Ornellas agrees to devote the amount of time reasonably necessary to carry out the duties of Harbor Manager, approximately 16 to 32 hours per week. In no event, however, shall D’Ornellas work more than 40 hours in any one-week period except with the prior written consent of the president of the District Board of Commissioners.

3. **Employment Status.** D’Ornellas shall, during the term of this Agreement, be construed to be a contract employee. D’Ornellas shall have no rights to any compensation, sick leave, vacation, health insurance, medical or health benefits, life insurance, overtime, retirement or pension benefits, unemployment benefits, or any other benefits except as expressly set forth in Paragraph 6 of this Agreement. D’Ornellas understands that his status as Interim Harbor Manager and as an employee are temporary only, and that said status may terminate at any time.

4. **PERS Exempt.** Under Government Code section 21221(h) a retired person may serve without the loss or interruption of benefits provided by California Public Employees’ Retirement System (“CalPERS”) as an employee for a position that is vacant and recruitment has begun. Such employment shall not exceed 960 hours in one fiscal year and shall be terminated immediately preceding the date of the permanent appointee to the vacant position commences his/her employment or, if earlier, the date the appointment is terminated by either the District or Mr. D’Ornellas as specified in this employment agreement. The person appointed under this section shall possess the specialized skills required for the position. Accordingly, D’Ornellas' service under the Agreement shall not be calculated to determine D’Ornellas' right to benefits under the Public Employee Retirement System and District shall have no obligation to make any payment or contribution on behalf of D’Ornellas to any retirement system or account.

5. **Term of Contract.** The term of this contract shall commence on the Effective Date and, unless earlier terminated by either party as provided in Paragraph 7 of this Agreement, and shall be terminated immediately preceding the date of the permanent appointee to the vacant Harbor Manager position commences his/her employment or, if earlier, the date this appointment is terminated by either the District or Mr. D'Ornellas as specified in this employment agreement, but in no event shall it terminate later than 960-hours worked in this fiscal year.

6. **Compensation.** District shall pay D'Ornellas the amount of Ninety-Two and 0/100 Dollars (\$92.00) for each hour D'Ornellas is providing services as Interim Harbor Manager under this Agreement. Said payment shall be the sole and exclusive compensation to be paid to D'Ornellas for services provided under this Agreement. D'Ornellas shall maintain a daily record of time spent providing services under this Agreement using same log in or time systems used by other District employees. At the end of each day, D'Ornellas shall provide said daily time record, by email, to a person designated by the President of the Board of Commissioners. D'Ornellas shall be paid, less withholding, other than PERS, on same schedule as the District's other employees. Upon request, D'Ornellas shall provide the Board of Commissioners with specific activities taken per this Agreement in sufficient detail to allow the Board of Commissioners to evaluate the progress under D'Ornellas' interim management.

7. **At-Will Employment.** Notwithstanding anything to the contrary herein, D'Ornellas' employment shall be at will. D'Ornellas serves under this Agreement at the pleasure of the District Board of Commissioners. The District, through its Board of Commissioners, may terminate this Agreement at any time without any cause or reason. Termination shall be written notice. In the event of such termination, D'Ornellas shall be entitled to be compensated for services provided through the time of the termination and shall not be entitled to any severance pay or other compensation. D'Ornellas shall not be entitled to any administrative hearing, right to be heard, or pre-termination notification.

8. **Confidentiality.** D'Ornellas agrees to maintain confidentiality for any employee personnel matters or legal matters as required by law. D'Ornellas understands that communications between D'Ornellas and/or the District and District legal counsel may be subject to the attorney-client privilege. D'Ornellas understands that the privilege is held by the District and that no protected communication shall be disclosed except at the express direction of the District Board of Commissioners. D'Ornellas shall not remove any documents or records from District offices or provide any District documents or records except in response to a public records request or at the direction of the District Board of Commissioners.

9. **Board of Commissioner Action.** D'Ornellas acknowledges that he shall be subject to the direction and supervision of the Board of Commissioners, acting as a body, and that D'Ornellas shall not take direction from any individual Commissioners unless directed to do so by the Board of Commissioners.

10. **Modification.** This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

11. **Non-Assignment.** This Agreement is intended to be a personal services contract to secure individual services of D'Ornellas. D'Ornellas shall not assign, transfer, or delegate this Agreement or any interest herein.

12. **Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal or confirmed email delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or email. Notices delivered personally including by email shall be deemed

communicated as of actual receipt; mailed notices shall be deemed communicated as of 48 hours after mailing to the Interim Manager’s home and email address set forth below, or to the District, addressed to the District office, addressed to the President of the Commission: Jim Blecha blecha@charter.com.

13. **Non-Discrimination.** In providing the services required under this Agreement, D’Ornellas shall not discriminate against any person in any manner based upon any protected classification including, without limitation, race, religion, sex, sexual preference, or age.

14. **Compliance with Laws.** In providing the services required under this Agreement, D’Ornellas shall comply with all applicable state and federal statutes, laws, regulations or administrative orders or directives.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in state or federal courts for the County of San Luis Obispo, State of California, and Interim Manager, as part of the consideration for the execution of this Agreement, hereby consents to the jurisdiction of any local, state, or federal court situated within or for the County of San Luis Obispo, State of California.

16. **Approval of Board.** This Agreement has been authorized by the Board of Commissioners in a duly noticed public meeting. This Agreement may be executed in counterparts and by digital, scanned or electronic signature, which counterparts and signatures shall be combined into a single agreement, with an electronically stored copy deemed an original for purposes of enforcement.

IN WITNESS WHEREOF, D’Ornellas and District have executed this Agreement on the day and year first herein written.

PORT SAN LUIS HARBOR DISTRICT

By: _____
President, Board of Commissioners

JOHN D’ORNELLAS – INTERIM MANAGER

John D’Ornellas

Address: _____

Email: _____