

RESOLUTION NO. SCV-363

A RESOLUTION OF THE SANTA CLARITA VALLEY WATER AGENCY FOR EXCEPTION TO THE 180-DAY WAITING PERIOD IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government Code Section 7522.56, the Board of Directors of the Santa Clarita Valley Water Agency ("SCV Water") must provide CalPERS this certification resolution when hiring a retiree before 180 days have passed since his or her retirement date; and

WHEREAS, Kathie Kurt (Martin) retired from SCV Water in the position of Communications Manager, effective June 15, 2023; and

WHEREAS, Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 12, 2023 for Kathie Kurt (Martin), unless this certification resolution is approved by the Board of Directors; 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 Board of Directors, SCV Water, and Kathie Kurt (Martin), certify that Kathie Kurt (Martin) has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the successor to Kathie Kurt (Martin)'s current position of Communications Manager was hired on May 22, 2023 and will take step into the position upon Ms. Martin's retirement; and

WHEREAS, the Board of Directors wishes to appoint Kathie Kurt (Martin) as an extra help retired annuitant to assist SCV Water with local legislative affairs, effective August 1, 2023; and

WHEREAS, the limited-term employment agreement between Kathie Kurt (Martin) and SCV Water has been reviewed by the Board of Directors and is attached herein; and

WHEREAS, no matters, issues, terms, and/or conditions related to this employment and appointment have been or will be placed on the 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 hourly rate paid to other employees performing comparable duties as listed on SCV Water's publicly available pay schedule; and

WHEREAS, the position on the pay schedule that is most comparable to the work that will be performed by Ms. Martin is Management Analyst I for which the current minimum hourly rate is \$42.58 and the maximum hourly rate is \$51.88, subject to any subsequent adjustment to the hourly rate as adopted by the Board of Directors; and

WHEREAS, the hourly rate to be paid to Kathie Kurt (Martin) will be the maximum hourly rate in effect for the Management Analyst I position as set forth in SCV Water's publicly available pay schedule, which is currently \$51.88; and

WHEREAS, Kathie Kurt (Martin) has not and will not receive any other benefit, incentive compensation in lieu of benefit, or any other form of compensation in addition to this hourly pay rate.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Clarita Valley Water Agency hereby finds, determines and resolves as follows:

1. The Board of Directors has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Board of Directors hereby certifies the nature of the appointment of Kathie Kurt (Martin) as described herein and detailed in the attached employment agreement and that this appointment is necessary to assist SCV Water with local legislative affairs.
3. The Board of Directors hereby waives the 180-day waiting period pursuant to Government Code Sections 7522.56(f)(1).
4. The employment agreement with Kathie Kurt (Martin), a copy of which is enclosed herein as Exhibit "A", is approved by the Board of Directors, effective August 1, 2023.
5. The General Manager is authorized to execute said agreement on behalf of the Santa Clarita Valley Water Agency, with such technical amendments as may be deemed appropriate by the General Manager and General Counsel.

PASSED, APPROVED AND ADOPTED this 20th day of June 2023.



President

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Water Agency, and that at a regular scheduled meeting of the Board of Directors of said Agency held on June 20, 2023 the foregoing Resolution No. SCV-363 was duly and regularly adopted by said Board, and that said resolution has not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

DATED: June 20, 2023

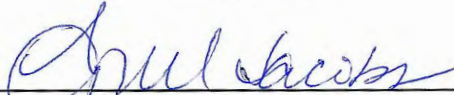

Secretary



EXHIBIT "A"



June 20, 2023

Ms. Kathie Kurt (Martin
[Address on File])

Re: CalPERS Retiree Limited-Term Appointment Agreement

Dear Kathie:

If accepted by you, this letter represents an agreement for a limited-term appointment as a CalPERS retiree with the Santa Clarita Valley Water Agency (“SCV Water”) in an extra-help capacity under the provisions of Government Code Section 21224 to assist SCV Water on local legislative affairs, as described further on Exhibit I to this Agreement, and such duties and functions as may be assigned by the General Manager.

This Agreement is made because we have determined that your specialized skills and your institutional knowledge are necessary to assist with local legislative affairs of importance to SCV Water.

The terms of this agreement include:

- The term of your appointment will be from August 1, 2023 through July 31, 2024, unless you or SCV Water elect to terminate this agreement on an earlier date.
- Rate of pay for this temporary appointment will be the maximum hourly rate in effect for the Management Analyst I position as set forth in SCV Water’s publicly available pay schedule, which is currently \$51.88.
- No further payments or benefits other than the hourly rate will be provided unless required by state or federal law.
- Hours worked shall not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer), unless an exception applies.

SCV Water and you enter into this Agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in Government Code Sections 7522.56 and 21224. Specifically, an appointment under Sections 7522.56 and 21224 is permissible if all of the following requirements are met:

- (1) The appointment must be to a temporary position.
- (2) The appointment is of limited duration.
- (3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work.
- (4) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours, unless an exception applies.

- (5) The compensation received by the retiree is not more than the maximum, nor less than the minimum, hourly pay rate to other employees performing comparable duties as listed on SCV Water's publicly available pay schedule.
- (6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided.
- (7) For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.
- (8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.
- (9) If the retiree is less than normal retirement age (i.e., the highest age under any retirement formula that the retiree accrued benefits under with any CalPERS employer), at least 60 days must have passed since the retiree's retirement. This waiting period cannot be waived.

SCV Water, in good faith, has determined that your appointment meets (1) – (6) of the foregoing requirements as follows:

- (1) The appointment will be to a temporary position.
- (2) The appointment is of limited duration because it is anticipated to last less than one (1) year.
- (3) This appointment is made because you possess the specialized skills, as identified in the first paragraph of this appointment offer, necessary for the purpose of the appointment.
- (4) The appointment will not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).
- (5) The compensation you will receive is no more nor less than the hourly rate paid to other employees performing comparable duties as listed on the SCV Water's publicly available pay schedule.
- (6) Your compensation consists of the hourly rate only; no further benefits will be provided unless required by state or federal law.

By executing this Agreement, you are also, in good faith, determining that your appointment meets each of the nine (9) requirements noted above, including the unemployment insurance requirement. That is, while SCV Water is not in a position to do so, by executing this agreement you are confirming the fact that you have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer.

Since you retired less than 180 days from this appointment, the Board of Directors adopted a Resolution to certify that your appointment is necessary to fill a critically needed function before the 180 days have expired as specified in (7) above.

By signing this agreement, you are also confirming that the bona fide separation rule described in (9) above does not apply because you are at least of normal retirement age.

Notwithstanding (4) above, SCV Water has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked in a fiscal year (July 1 – June 30) for SCV Water and any other CalPERS employer do not exceed 960 hours in

the aggregate. However, please note that consistent with the requirements of Section 21220(d) and (e), **SCV Water will enroll you in CalPERS solely for administrative recordkeeping purposes (you will remain in retired status) and will report both your hours and pay pursuant to this agreement.**

While SCV Water and you make this agreement because we believe that it is authorized under Sections 7522.56 and 21224, CalPERS could disagree. If CalPERS disagrees, there is a risk that you will be required to do the following: (1) return any retirement allowance you received during the period of the appointment; (2) pay an amount of money equal to the employee contributions that should have been made, plus interest, during the appointment; and (3) pay CalPERS' administrative expenses incurred as a result of its audit of the appointment. You will also be subject to reinstatement from retirement.

By executing this agreement, you waive any claims against SCV Water arising from an adverse determination by CalPERS associated with this appointment that is attributed to any misrepresentation made by you in this Agreement or any violation of these rules caused by employment with any other CalPERS employer. Please contact CalPERS if you have any questions regarding the requirements of Sections 7522.56 and 21224 or this appointment.

There is no right to public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of SCV Water and are at-will; therefore, the appointment may end with or without cause or advance notice.

We welcome you to your limited-term appointment with the Santa Clarita Valley Water Agency and extend our best wishes for your success in this limited duration appointment.

If you have additional questions or comments, feel free to contact me directly.

Sincerely,

Matt Stone, General Manager
Santa Clarita Valley Water Agency

Acknowledgment:

I, Kathie Kurt (Martin), agree to this Conditional Limited Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all the terms and conditions of employment as set forth in this letter.

Signature

Date

EXHIBIT 1

Scope of Work

On behalf of the Santa Clarita Valley Water Agency, maintain a representative presence in Santa Clarita Valley, which monitors issues of importance to SCV Water, and the Santa Clarita Valley community, and keeps respective offices informed of issues of interest to the Agency.

Elected Officials and Government Agencies

Foster and nurture relationships with local elected representatives and staff on behalf of SCV Water, to include planning and implementing annual legislative staff briefing event.

Provide liaison services to the City of Santa Clarita, County of Los Angeles 5th District, local school districts, Sanitation District and other relevant government entities represented in the SCV Water service area. These services could include review of meeting agendas and meeting summaries. Attendance (virtual or otherwise) would be limited to meetings that may have items with a potential impact on the Agency or its customers.

Water Industry

Actively engage with and foster relationships with key personnel in water industry associations and coalitions, other water industry advocates, and water providers in neighboring Ventura County and Los Angeles County. This would include conducting related activities such as educating on or advocating for Agency positions and informing of programs, services and projects. This network would include the Association of California Water Agencies and Southern California Water Coalition.

Non-Government Organizations

Foster and nurture relationships with:

- Non-profit, community and environmental groups with interests in the health of the watershed, both upstream and downstream, including but not limited to the Sierra Club, TreePeople and Friends of the Santa Clara River.
- Area councils such as but not limited to the Val Verde Civic Association, Castaic Town Council and the Canyon Country Advisory Committee.
- Business affiliate organizations including but not limited to SCV Economic Development Association, the SCV Chamber of Commerce, the Valley Industry Association, Los Angeles County Business Federation (BizFed)

Advocacy

- Coordinate with the Agency's state and federal lobbyists on actions related to proposed legislation or regulations in accordance with the adopted Legislative Platform.

- Support the Agency's Public Outreach and Legislative Committee.
- Support outreach activities related to the SCV-GSA.

Other Stakeholders

- Develop a monthly email to stakeholders that would cover updates on legislative and regulatory issues, as well as Agency programs and resources.
- Facilitate Agency sponsorship efforts with industry associations, as needed.
- Re-establish and market Agency speaker's bureau opportunities to local clubs and organizations.