



## SWEETWATER AUTHORITY

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### GOVERNING BOARD

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JENNIFER H. SABINE  
ASSISTANT GENERAL MANAGER

February 15, 2024

Mr. Mark Hatcher

Redacted

Chula Vista, California 91911

Re: CalPERS Retiree Limited-Term Appointment Agreement-CalPERS Retiree Extra Help

Dear Mark,

If accepted by you, this letter represents an agreement for a limited-term appointment as a CalPERS retiree with the Sweetwater Authority ("Authority") in an extra-help capacity under the provisions of Government Code Section 21224.

This agreement is made because we have determined that your specialized skills in the areas of water utilities are necessary to address a temporary shortage of staff in the Water Quality Department due to recent departures and current plans for restructuring. Due to your experience as a Water Quality Manager, and experience specifically with the Authority's system, you are uniquely qualified to assist. We have also determined that your employment will ensure the efficient continued operation of the Authority's Perdue Plant and the Department, and you will perform duties which are critical and essential to the on-going water quality and safety of the Sweetwater Authority and ensuring the continuing operations of the Water Quality Department.

The terms of this agreement include:

- The term of your appointment will commence February 15, 2024 and terminate on February 13, 2025, unless terminated sooner by either party.
- Rate of pay for this temporary appointment will be \$93.2220 per hour which is within the range for the Water Quality Manager.
- No further payments or benefits other than the hourly rate will be provided unless required by state or federal law.
- This employment is at-will and either party can terminate this Agreement, and your employment, at any time with or without cause.
- You will be providing extra help Water Quality Manager duties in the Water Quality Department and a schedule for your work will be arranged with the Department Director and Human Resources.

The Authority and you make 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.
- (5) The compensation received by the retiree is not more than the maximum, nor less than the minimum, monthly base salary paid to other employees performing comparable duties as listed on the Authority's publicly available pay schedule, reflected as an hourly rate by dividing the base pay by 173.333.
- (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.

The Authority, 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 to perform extra help in a critically needed 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.
- (5) The compensation you will receive is no more than the maximum, nor less than the minimum, monthly base salary paid to other employees performing comparable duties as listed on the Authority's publicly available pay schedule.
- (6) Your compensation consists of the hourly rate only; no further benefits will be provided.

By executing this agreement, you are also, in good faith, determining that your appointment meets each of the eight (8) requirements noted above, including the unemployment insurance requirement. That is, while the Authority 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.

**This agreement is not effective unless approved by the Board, your appointment certified by Council as necessary to fill a critically needed position before 180 days have expired, and your appointment made by the Board, after consideration at its Council meeting on February 14<sup>th</sup>, 2024.**

Notwithstanding (4) above, the Authority 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 for the Authority 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), **the Authority 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 the Authority 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. 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 the Authority and are at-will; therefore, the appointment may end with or without cause or advance notice.

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

Sincerely,

Carlos Quintero  
General Manager  
Sweetwater Authority

**ACKNOWLEDGMENT:**

I, \_\_\_\_\_, agree to this Conditional Limited Term Appointment Agreement (CalPERS Retiree Extra Help), and hereby warrant that I understand and agree with all of the terms and conditions of employment as set forth in this letter. Further, I hereby certify to the Sweetwater Authority that I have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**