

EMPLOYMENT AGREEMENT FOR SERVICES AS RETIRED ANNUITANT

This Employment Agreement for Services as Retired Annuitant (“**Agreement**”) is dated July 10, 2024 and is between MICHAEL SULLIVAN (“**Sullivan**”) and the COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY (the “**Districts**”). Sullivan and the Districts may be referred to collectively as the “**Parties**.”

WHEREAS, Government Code sections 21224 and 7522.56 permit retired annuitants under the California Public Employees’ Retirement System (“**CalPERS**”) to be employed without reinstatement from retirement upon appointment by a public agency because the retired person has specialized skill needed in performing work of limited duration; and

WHEREAS, Sullivan has been employed with the Districts since August 7, 1989, and most recently held the title of Assistant Departmental Engineer for the Districts’ Technical Services Department; and

WHEREAS, as a long-term Districts employee, Sullivan has been involved in many important matters for the Districts, including, but not limited to, the planning and development of the Districts’ Tulare Lake Compost Facility and Farming Operations, and its related litigation cases, identified as Westlake (San Luis Obispo County Superior Court Case Nos. 16CV-0244 and 16CV-0283 and Court of Appeal Case No. 2d Civil No. B322095) and Sandridge (San Luis Obispo County Superior Court Case No. 22CV-0653 and Kings County Superior Court Case No. 23CU0484). Sullivan also served as a member of the Tulare Lake Basin Water Storage District and RD-761 Boards; and

WHEREAS, Sullivan will be retiring from his employment with the Districts on July 10, 2024; and

WHEREAS, because of Sullivan’s special skills and knowledge obtained over the course of his tenure with the Districts, the Districts seek Sullivan’s services for a limited duration on the Districts’ farming operations, the ongoing litigation cases previously identified, and on the Tulare Lake Basin Water Storage District and RD-761 Boards; and

WHEREAS, pursuant to Government Code section 7522.56(f), a retired person shall not be employed as a retired annuitant for a period of 180 days following the date of retirement, unless he or she meets one of several exceptions, including that “[t]he 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[;]” and

WHEREAS, concurrent with the approval of this Agreement, the Districts’ Board adopted Resolution No. 2024-07-10, certifying the nature of Sullivan’s employment and that the appointment is necessary to provide critically needed services in the Technical Services Department before 180 days have passed since Employee’s retirement;

The Parties therefore agree as follows:

1. SCOPE OF WORK

Sullivan shall be appointed by the Districts as a Retired Annuitant. This is an at-will, limited duration, non-benefitted position, not to exceed 960 hours of work in a CalPERS fiscal year (calculated from July 1st to June 30th) pursuant to Government Code section 21224(a).

Employment shall begin on July 11, 2024, or upon CalPERS approval, whichever is later.

Sullivan's duties shall be established via direction by the Department Head for the Districts' Technical Services Department. Sullivan agrees to comply with all federal, state and local laws, ordinances, rules and regulations applicable to or associated with these duties.

2. COMPENSATION

Sullivan shall be paid on an hourly basis, at the rate of \$126.14 per hour. The maximum base monthly salary for a like-position is \$21,864 and the hourly equivalent is \$126.14. The minimum base monthly salary for this position is \$17,649 and the hourly equivalent is \$101.82. Sullivan's rate of pay is therefore not less than the minimum, nor more than the maximum, paid by the Districts to other employees performing comparable duties.

Sullivan and the Districts acknowledge and accept that Sullivan will not receive any other benefit, incentive, or compensation in addition to the hourly pay rate. Sullivan's hours and wages will be reported to CalPERS.

3. DURATION

This Employment Agreement retaining Sullivan as a Retired Annuitant may be terminated by the Districts, with or without cause, with or without notice, at any time. Sullivan may resign at any time, provided that he gives the Districts at least two weeks advance written notice.

After Notice of Resignation or Termination, Sullivan shall cooperate with the Districts, as requested by the Districts, to effect a transition of Sullivan's responsibilities and duties and to ensure that the Districts is aware of the status of all matters served by Sullivan.

4. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and related materials, whether in electronic or hard form, assembled or prepared by Sullivan, or furnished to Sullivan, in connection with his work for the Districts will be the property of the Districts. Such documents and related materials shall not be used by Sullivan for any purpose other than the performance of his duties. Copies of the documents may be retained by Sullivan but will not be made available by Sullivan to any outside individual or organization without the prior written consent of the Districts.

5. EMPLOYEE CERTIFICATIONS

Sullivan expressly certifies and warrants to the Districts that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the 12 months prior to his appointment date. Sullivan further certifies that he has reached "Normal Retirement Age" as defined by CalPERS. Sullivan certifies that he did not receive a golden handshake or other employer incentive to retire.

6. CONFLICTS PROHIBITED

During the term of this Agreement, Sullivan shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of his duties under this Agreement. This includes, but is not limited to, an agreement that Sullivan may not work for any other CalPERS-covered employer during the course of this Agreement.

7. VENUE; CHOICE OF LAW

Venue for any dispute between the Parties arising out of this Agreement will be the Los Angeles County Superior Court. Any interpretation of this Agreement is governed by California law.

8. NOTICE

The Parties shall provide notice to one another either by U.S. Mail or email using the addresses below.

If to Sullivan:

gobears333@yahoo.com

If to the Districts:

Wesley G. Beverlin, Esq.
Jessica A. Lienau, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071

213-680-5111 (Tel.)
602-385-1035 (Tel.)

Wesley.Beverlin@lewisbrisbois.com
Jessica.Lienau@lewisbrisbois.com

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all previous agreements and understanding, whether oral or written, expressed or implied, in respect of the subject matter of this Agreement. No modification of this Agreement will be valid unless in writing and signed by each of the Parties.

10. COUNTERPARTS/FACSIMILE SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same documents. Facsimile signatures (including any copy or version transmitted electronically by pdf document) will be effective as original signatures.

The Parties are signing this Agreement to be effective as of the date first written above.

MICHAEL SULLIVAN

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

By: _____

By: _____
Chairperson