

RESOLUTION NO. 2024-27

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BENITO COUNTY WATER DISTRICT
AMENDING RETIRED ANNUITANT EMPLOYMENT AGREEMENT
WITH JEFFREY CATTANEO**

GOVERNMENT CODE 21221(h)

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, on April 15, 2024 the San Benito County Water District did so to appoint Jeffrey Cattaneo as an interim appointment retired annuitant to the vacant position of General Manager for the San Benito County Water District under Gov. Code section 21221(h) with an appointment end date of April 14, 2025 or when the permanent General Manager begins, whichever occurs first; and

WHEREAS, on April 15, 2024, pursuant to Resolution 2024-11 San Benito County Water District entered into a Retired Annuitant Employment Agreement with Jeffrey Cattaneo as Interim General Manager; and

WHEREAS, on May 20, 2024, pursuant to Resolution 2024-18 San Benito County Water District established a salary range of \$240,000-\$300,000 for the General Manager position; 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 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$25,000 per month and the hourly equivalent is \$144.23; the minimum base salary for this position is \$20,000 and the hourly equivalent is \$115.28; and

WHEREAS, the District desires to amend the Retired Annuitant Employment Agreement to change the hourly rate paid to Jeffrey Cattaneo to \$144.23 without any other substantive changes; and

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

THEREFORE, BE IT RESOLVED that the San Benito County Water District hereby amends the Retired Annuitant Employment Agreement with Jeffrey Cattaneo as described herein and detailed in the attached amendment to employment agreement.

BE IT FURTHER RESOLVED that the President of the Board is authorized to sign said Resolution, on behalf of this Board and the District.

BE IT FURTHER RESOLVED that the President of the Board is authorized to sign said amendment to the Retired Annuitant Employment Agreement, on behalf of this Board and the District.

The foregoing Resolution was passed and adopted at a regular meeting of the Board of Directors of the San Benito County Water District held on June 26, 2024, by the following vote:

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|----------|---|
| AYES: | DIRECTORS: Shelton, Williams, Flores, Tonascia & Wright |
| NOES: | DIRECTORS: None |
| ABSENT: | DIRECTORS: None |
| ABSTAIN: | DIRECTORS: None |

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2024-27)

/s/ Andrew Shelton
Andrew Shelton
President

ATTEST:

/s/ Barbara L. Mauro
Barbara L. Mauro
Board Secretary

AMENDMENT TO
RETIRED ANNUITANT EMPLOYMENT AGREEMENT

(Pursuant to California Government Code §§ 21221(h) and 7522.56)

This Amendment to Employment Agreement (“AGREEMENT”) is entered into between the San Benito County Water District (“District”) and Jeff Cattaneo (“Cattaneo”). The District and Cattaneo may be referred to collectively as the “Parties.”

RECITALS

WHEREAS, on April 15, 2024 the District passed resolution 2024-11 and pursuant thereto entered into a Retired Annuitant Employment Agreement with Cattaneo to retain him as Interim General Manager to serve a limited term basis as it conducts a recruitment for a permanent General Manager; and

WHEREAS, paragraph 14 of that Retired Annuitant Employment Agreement grants the parties the ability to amend that agreement in writing; and

WHEREAS, on May 20, 2024 the District passed resolution 2024-18 adopting a salary range of \$240,000-\$300,000 per year for the General Manager position.

NOW, THEREFORE, based on the mutual covenants, conditions and terms recited herein and made a material part hereof, the Parties agree as follows:

1. AMENDMENT TO RETIRED ANNUITANT EMPLOYMENT AGREEMENT: Section 3 of the Retired Annuitant Employment Agreement is deleted and replaced with the following:

3. HOURLY PAY RATE. Cattaneo shall be compensated at a rate not to exceed the maximum, nor less than the minimum, monthly base salary paid to other employees performing comparable duties. Therefore, during the term of this AGREEMENT, the District agrees to pay Cattaneo for the work he performs at \$144.23 per hour. This hourly rate is consistent with the rate required under Government Code sections 21221(h) and 7522.56. Cattaneo shall be paid bi-weekly at the same time as other District employees.

All other terms and conditions of the Retired Annuitant Employment Agreement not modified hereby remain in effect.

2. HOLD HARMLESS AGREEMENT. By signing below, Cattaneo waives, releases and holds harmless the District, its Board of Directors, employees, officers, elected officials, agents, attorneys or representatives (“Releasees”) against any claim, complaint, cause of action, lawsuit, grievance, or damages arising out of any adverse consequences, fines, restitution, or damages assessed against Cattaneo by CalPERS, a court of competent jurisdiction, or other

regulatory or administrative agency because of the effect his post-retirement employment with the District could have on his status as a CalPERS retired annuitant. Cattaneo acknowledges that the District has not induced him to believe that his employment is legally compliant with applicable law.

Each Party to this AGREEMENT expressly acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or any person acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, representation or promise not contained in this AGREEMENT shall be of any force or effect.

3. **ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement between the Parties. Any agreements, correspondence, letters, documents, or discussions prior to this AGREEMENT that deal with the terms contained herein, are superseded by this AGREEMENT.
4. **BINDING EFFECT.** This AGREEMENT is binding upon the District and Cattaneo and their successors. Except as otherwise provided herein, neither the District nor Cattaneo shall assign, sublet, or transfer their interest in this AGREEMENT, or any part thereof, without the prior written consent of the other, and any purported assignment without such written consent will be void.
5. **SEVERABILITY.** If any part of this AGREEMENT is in conflict or inconsistent with the applicable provisions of federal law, state law or District rules, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule or regulation, and the remainder of this AGREEMENT shall not be affected thereby.
6. **AMENDMENT.** This AGREEMENT may only be amended by a written agreement executed by the Parties, and may not be amended by oral agreement. The District reserves the right to modify or terminate this AGREEMENT to comply with necessary changes to the applicable law or CalPERS requirements for employing retired annuitants.
7. **NEGOTIATED AGREEMENT.** The Parties acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the Parties, and this AGREEMENT reflects their mutual agreement regarding the subject matter of this AGREEMENT. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this AGREEMENT and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this AGREEMENT.
8. **EFFECTIVE DATE.** The effective date of this AGREEMENT shall be the last date of the dates indicated below that reflects the date(s) that the Parties to this AGREEMENT signed this AGREEMENT.

9. NOTICES. Notices pursuant to AGREEMENT shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this AGREEMENT may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

10. GOVERNING LAW. This AGREEMENT shall be governed and construed in accordance with the laws of the State of California in full force and effect as of the date of execution.

11. ASSISTANCE OF COUNSEL. Cattaneo and the District each warrant to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this AGREEMENT or could have had such assistance and voluntarily declined to obtain it.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the day and date first shown.

INTERIM DISTRICT MANAGER

Jeff Cattaneo

Date

SAN BENITO COUNTY WATER DISTRICT

Andrew Shelton, President

Date