

**RESOLUTION NO. 2024-41**

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

**WHEREAS**, Government Code section 21224 of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to an extra-help position requiring specialized skills for a limited duration, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as other requirements are met; and

**WHEREAS**, the San Benito County Water District ("District") Board of Directors hereby appoints Jeffrey Cattaneo as an extra-help retired annuitant to perform the extra-help duties listed in the Employment Agreement under Government Code section 21224; and

**WHEREAS**, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; 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**, Cattaneo will perform duties most comparable to the General Manager position; and

**WHEREAS**, the maximum base salary for the General Manager position is \$ 25,000 per month and the hourly equivalent is \$144.23; the minimum base salary per month for this position is \$ 20,000 and the hourly equivalent is \$115.38; and

**WHEREAS**, the hourly rate paid to Cattaneo will be \$144.23; 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 District hereby approves the Retired Annuitant Employment Agreement with Jeffrey Cattaneo as described in this Resolution and detailed in the attached 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 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 October 30, 2024, by the following vote:

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 #2024-41)

/s/ Andrew Shelton  
Andrew Shelton  
President

ATTEST:

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

## RETIRED ANNUITANT EMPLOYMENT AGREEMENT

**(Pursuant to California Government Code §§ 21224 and 7522.56)**

This 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**, the District desires to retain Cattaneo to serve as an extra help retired annuitant for a limited duration; and

**WHEREAS**, pursuant to Government Code sections 7522.56(c) and 21224, the District finds that specialized knowledge, skills, and training are necessary to render the services contemplated under this AGREEMENT; and

**WHEREAS**, the District has determined that Cattaneo, a California Public Employees’ Retirement System (“CalPERS”) retiree, is qualified by training and experience to render such services; and

**WHEREAS**, Cattaneo desires to provide such services; and

**WHEREAS**, the Parties believe that the public interest will be served by this AGREEMENT.

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

- 1. TERM AND MAXIMUM HOURS.** Subject to early termination as provided for in this AGREEMENT, the term of this AGREEMENT shall commence November 1, 2024, and shall continue until October 31, 2025, a Party terminates this AGREEMENT, or when the special projects specified below are completed, whichever occurs sooner. During the period of appointment, Cattaneo shall devote such time, interest, and effort to the performance of his duties under this AGREEMENT as may be fairly and reasonably necessary.

As a CalPERS retired annuitant, the Parties agree that Cattaneo may not work more than 960 hours for all CalPERS employers combined in a fiscal year (July 1 to June 30) and that while both Parties are responsible for monitoring compliance with this work hours limit, Cattaneo shall be primarily responsible for monitoring his work hours. The Parties will agree upon the specific days and hours of work.

- 2. DUTIES.** Cattaneo is being appointed to perform the following extra help duties for the District:
  - Cattaneo will provide mentoring and training to the District’s General Manager, including the transition of institutional knowledge and projects;

- Project Manager – B F Sisk Dam Raise
  - Project Manager – San Juan Bautista – Urban Water Supply and Treatment
  - Project Manager – Accelerated Drought Response Project (ADRoP)
  - District Surface Water/Groundwater Management
  - District Groundwater Sustainability Plan Implementation
- 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 21224 and 7522.56. Cattaneo shall be paid bi-weekly at the same time as other District employees.
- 4. BENEFITS.** Cattaneo is ineligible to receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation other than the hourly pay rate. Cattaneo understands that Government Code section 21224 provides that a retired person may not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly pay rate described in Paragraph 3 above.
- 5. TERMINATION.** Under the terms of this appointment, Cattaneo serves as an “at-will” temporary employee and may be terminated at any time, with or without cause, pursuant to the provisions of this AGREEMENT. This AGREEMENT contains no express or implied promise to Cattaneo concerning any form of continued employment. Cattaneo agrees that the District has made no representation, promise, or statement that may be construed to mean that Cattaneo has been employed on any basis other than an at-will basis in accordance with this AGREEMENT. Cattaneo’s limited duration, at-will employment status may only be changed or superseded by a subsequent written agreement signed by authorized representatives of both Parties. This AGREEMENT is the sole and exclusive basis for an employment relationship between Cattaneo and the District. The Parties agree that Cattaneo holds no property right in his employment by the District.

The AGREEMENT shall automatically terminate upon the occurrence of any of the following events: (i) mutual agreement of the Parties; (ii) the death or incapacity of Cattaneo; or (iii) Cattaneo’s work exceeds a combined total of 960 hours in a fiscal year (July 1-June 30) for all CalPERS employers.

- 6. CONFLICT OF INTEREST.** Cattaneo represents that there is no conflict of interest concerning duties to be rendered under this AGREEMENT with respect to Cattaneo’s duties and/or employment with any other parties or pursuant to any applicable ethical

laws. If Cattaneo believes that there is a conflict, or such conflict arises during the term of this AGREEMENT, Cattaneo will immediately advise the District, and District may, by and through its Board of Directors and at its sole discretion, immediately terminate this AGREEMENT.

No official, employee, or consultant of District shall have any financial interest in this AGREEMENT in violation of California Government Code sections 1090 and following. This AGREEMENT and Cattaneo shall be subject to the District's Conflict of Interest Code adopted pursuant to the provisions of California Government Code section 87300 and following.

- 7. COMPLIANCE WITH LAWS.** Cattaneo shall use reasonable care and diligence to comply with applicable federal, state, and local laws in the performance of the services under this AGREEMENT.
- 8. NON-DISCRIMINATION.** During the performance of this AGREEMENT, Cattaneo will not discriminate against any employee or applicant for employment based on any protected class or protected activity as prohibited under applicable District policy and law.
- 9. ACKNOWLEDGEMENT OF POST-RETIREMENT EMPLOYMENT OBLIGATIONS AND LIMITATIONS.** By accepting this employment and signing below, Cattaneo attests that: (1) he retired from a CalPERS agency more than 180 days prior to the effective date of his employment with the District; and (2) he has not received unemployment insurance benefits in the last 12 months arising out of any other post-retirement employment with a CalPERS agency.

By accepting temporary employment, Cattaneo acknowledges that the law strictly limits the employment of a CalPERS retired annuitant by a CalPERS employer. Such employment is governed by Government Code sections 7522.56 and 21224, among other laws and regulations. Cattaneo understands that a violation of these laws may result in Cattaneo's retroactive reinstatement to active membership from the first date of unlawful employment, a repayment to CalPERS of retirement allowances received during the unlawful employment, retroactive member contributions, and administrative fees. Before entering into this Agreement with the District, Cattaneo was given the opportunity to consult with his own legal counsel and/or CalPERS to ensure his appointment will be in compliance with the law.

The District does not make any guarantees, warranties or promises, express or implied, on the impact, if any, this AGREEMENT may have on Cattaneo's CalPERS retirement benefits, status, duties, or obligations. Cattaneo acknowledges that in entering into this AGREEMENT, he has not relied upon any representations by the District regarding the impact of this AGREEMENT on his retirement benefits.

In order to understand the circumstances, restrictions and consequences of non-compliance with the laws governing retired annuitant positions, Cattaneo was advised

that he may want to review the CalPERS publication entitled “A Guide to CalPERS Employment After Retirement” available on the CalPERS website: <http://www.calpers.ca.gov>. Cattaneo was also made aware that he may also want to review the Public Employees’ Retirement Law (Government Code section 20000, *et seq.*), the Public Employees’ Pension Reform Act of 2013 (Government Code section 7522, *et seq.*) and other applicable law. If Cattaneo requires further clarification, he may contact his attorneys, CalPERS, and other applicable sources.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

JEFF CATTANEO

/s/Jeff Cattaneo  
Jeff Cattaneo

/s/November 1, 2024  
Date

SAN BENITO COUNTY WATER DISTRICT

/s/Andrew Shelton  
Andrew Shelton  
Board President

/s/October 30, 2024  
Date