

## **EXHIBIT A**

### **RETIRED ANNUITANT EMPLOYMENT AGREEMENT**

The Retired Annuitant Employment Agreement (“Agreement”) is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Valerian Catunao, an individual (“Retired Annuitant”) as of September 18, 2019.

#### **RECITALS**

A. WHEREAS, Retired Annuitant previously was employed by the City as Hazardous Materials Inspector in the Milpitas Fire Department for twenty (20) years; and

B. WHEREAS, Retired Annuitant retired from City service effective July 1, 2019 and began collecting a retirement pension from the California Public Employees’ Retirement System (CalPERS); and

C. WHEREAS, Retired Annuitant has the necessary qualifications, experience and abilities to assist City in the duties of the Hazardous Materials Inspector; and

E. WHEREAS, City desires to retain the services of Retired Annuitant in accordance with California Government Code Section 21224 and Retired Annuitant agrees to provide certain services to City under the strict terms and conditions set out in this Agreement.

In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

#### **AGREEMENT**

##### **Section 1. Term of Services**

The term of this Agreement is from September 18, 2019 and shall automatically expire on June 30, 2020 unless terminated sooner as provided below.

##### **Section 2. Scope of Services**

Retired Annuitant agrees to perform the following duties related to the Milpitas Fire Department Fire Prevention Division:

1. Perform assigned tasks involving the 2019 California Fire Code Adoption Process; Applicable Hazardous Materials Chapters & Local Amendments.
2. Development / Training /Deployment of iPad Inspection Platform & Application for Milpitas Fire Department Engine Company Inspection Program.
3. Upgrade to latest version, develop new Program Elements and modify Fire Permit Classification(s) in the Fire Prevention Division’s Records Management System (Filemaker Pro).
4. Conduct Hazardous Materials Annual Operational Permit Inspections as assigned.
5. Conduct Hazardous Materials Construction Permit Inspections as assigned.
6. Conduct Hazardous Materials Plan Reviews as assigned

## **EXHIBIT A**

7. Train new Hazardous Materials Inspector commencing on the selected individual's date of employment.
8. Other assigned related tasks.

Retired Annuitant will report directly to the Deputy Fire Chief/Fire Marshal responsible for the Fire Prevention Division. Retired Annuitant shall comply with all City rules, policies, guidelines, regulations, and laws.

### **Section 3. Compensation**

City agrees to compensate Retired Annuitant at \$75.50 per hour for all services provided under this Agreement. Payments from City to Retired Annuitant shall be made during the normal payroll cycles of other City employees.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employee's compensation.

Retired Annuitant agrees and acknowledges that he shall not perform any services under this Agreement exceeding a total of nine hundred and sixty (960) hours during any fiscal year (July 1 to June 30). Retired Annuitant shall record his hours on a pre-approved timesheet that shall be submitted to the City every two (2) weeks.

There are no other benefits, incentives, compensation in lieu of benefits or other forms of compensation in addition to the hourly pay rate set forth in this Section.

### **Section 4. Location**

The primary location for services will be at the following address:

Milpitas Fire Prevention Office at City of Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, California 95035

### **Section 5. Compliance with Laws**

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Retired Annuitant shall comply with all applicable laws, rules, policies, and guidelines. Retired Annuitant agrees and acknowledges that the State of California and the governing body of the California Public Employees' Retirement System enact strict laws, regulations and guidelines relating to services provided by "retired annuitants" to public agencies contracting with the California Public Employees' Retirement System. Retired Annuitant agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

## **EXHIBIT A**

### **Section 6. Termination**

This Agreement may be terminated by either party for convenience by providing written notice to the other party.

### **Section 7. Miscellaneous**

a. Retired Annuitant represents that he has not received unemployment compensation from any CalPERS contracting agencies during the 12-month period preceding the effective date of this Agreement.

b. Retired Annuitant has read each and every part of this Agreement and Retired Annuitant freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

c.. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

d.. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Retired Annuitant and supersedes all prior negotiations, representations, or agreements, either written or oral.

In witness where of the parties have duty affixed their signatures on this \_\_ day of \_\_\_\_\_, 20\_\_.

**Employer: City of Milpitas**

---

Steven McHarris, Interim City Manager

**Employee**

---

Valerian Catunao