



City of Corona
Human Resources Department

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September 2, 2020

Gerardo “Jerry” Rodriguez
730 Public Safety Way
Corona, CA 92880

Dear Jerry:

If accepted by you, this letter represents an agreement for a limited-term appointment as a CalPERS retiree with the City of Corona Police Department 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 public safety are necessary to provide functions typically performed by Police Captains and other similar duties that may be assigned by the City Manager or Police Chief during the course of this appointment.

The terms of this agreement include:

- The term of your appointment will be from September 26, 2020 through December 31, 2020, unless the City elects to terminate this agreement on an earlier date.
- Rate of pay for this temporary appointment will be \$91.587 per hour.
- No further payments or benefits other than the hourly rate will be provided unless required by state or federal law.
- Employment not to exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).

The City 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 City's publicly available pay schedule, reflected as an hourly rate by dividing the monthly 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 City, in good faith, has determined that your appointment meets (1) – (7) of the foregoing requirements as follows:

- (1) The appointment will be to a temporary position.
- (2) The appointment is of limited duration because it is anticipated to last no more than approximately three (3) months.
- (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.
- (4) The appointment will not exceed 960 hours in a fiscal year.
- (5) The compensation you will receive is no more than the maximum monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule divided by 173.333 to determine an hourly rate.
- (6) Your compensation consists of the hourly rate only; no further benefits will be provided.
- (7) In accordance with Government Code Section 7522.56(f)(1), the City Council adopted Resolution No. 2020-116 certifying the nature of your employment and that your appointment is necessary to fill a critically needed position before the 180 days have passed.

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 City 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.

Notwithstanding (4) above, the City 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 City 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 City 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 City 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 have 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.

By executing this agreement, you are taking the risk that CalPERS may disagree that this appointment is authorized under Sections 7522.56 and 21224 and you waive any claims related thereto. Please contact CalPERS if you have any questions regarding the requirements of Sections 7522.56 and 21224 or this appointment. By executing this agreement, you therefore agree to waive any claim against the City arising out of an alleged violation of the rules applicable to the employment of CalPERS retirees without reinstatement. Further, you agree to indemnify and hold the City, its officers, officials, employees and agents free and harmless from and against any and all alleged claims, damages, liabilities, costs and expenses, including, but not limited to, the reinstatement risks noted in the preceding paragraph, as well as reasonable attorneys' fees and other legal or other costs and expenses, which may be suffered or incurred by you and arising by reason of an alleged violation of the rules applicable to the employment of CalPERS retirees without reinstatement.

There is no right to public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of the City and are at-will; therefore, the appointment may end with or without cause or advance notice.

Jerry, we welcome you to your limited-term appointment with the City of Corona and extend our best wishes for your success in the temporary position.

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

Sincerely,

Jacob Ellis
City Manager, City of Corona

Acknowledgment:

I, **Gerardo Rodriguez**, agree to this Conditional Limited Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all of the terms and conditions of employment as set forth in this letter, including, but not limited to, the risk, waiver, indemnity and hold harmless conditions related to any alleged violation of the rules applicable to the employment of CalPERS retirees without reinstatement.

Signature

Date: _____