

RESOLUTION NO. 2024-114

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA APPOINTING RETIRED ANNUITANT KAREN PERVORSE TO THE EXTRA HELP LIMITED TERM POSITION OF HUMAN RESOURCES SPECIALIST, CERTIFYING THE NATURE OF THE EMPLOYMENT, AND CERTIFYING THAT THE APPOINTMENT IS NECESSARY TO FILL A CRITICALLY NEEDED POSITION SOONER THAN 180 DAYS, PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, Government Code Sections 7522.56 and 21224 address the temporary employment of retirees in accordance with the Public Employees' Retirement Law, as administered by the California Public Employees' Retirement System (CalPERS), and permits the City Council to appoint a retired annuitant 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 certain criteria are met; and

WHEREAS, the Corona Human Resources Department is experiencing a significant number of vacant positions that is negatively and critically impacting its ability to support the operations of the citywide organization;

WHEREAS, for a limited term period, the City Council desires to appoint Karen Pervorse as a retired annuitant to an extra help position of Human Resources Specialist for the City under Government Code Sections 7522.56 and 21224, effective December 19, 2024, to provide support for the human resources function of the City; and

WHEREAS, Karen Pervorse has 17 years of experience with the City of Corona, including six years as a Human Resources Specialist, meaning that she has the specialized skills needed to perform this work of limited duration; and

WHEREAS, Karen Pervorse retired from the City of Corona on July 5, 2024, resulting in a separation of at least 60 sixty days; and

WHEREAS, there was no oral or written agreement with Karen Pervorse for her to return to work prior to her retirement with the City; and

WHEREAS, the employment agreement between Karen Pervorse and the City has been reviewed by this body and is attached here as Exhibit A; and

WHEREAS, it is understood by the City and Karen Pervorse that the combined total hours to be served by Ms. Pervorse in any fiscal year, for all positions and for all CalPERS employers combined, shall not exceed the 960-hour limitation set forth in California Government Code Sections 7522.56 and 21224; 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 minimum monthly salary for the Human Resources Specialist position is \$4783 and the hourly equivalent is \$27.59, and the maximum monthly salary for this position is \$5813 and the hourly equivalent is \$33.54; and

WHEREAS, the hourly rate to be paid to Karen Pervorse for her services as Human Resources Specialist on an extra help basis is \$33.54, subject to any subsequent adjustment to the payrate as adopted by the City Council; and

WHEREAS, Karen Pervorse has not and will not receive any other benefit, incentive, compensation in lieu of benefit or any other form of compensation in addition to this hourly pay rate; and

WHEREAS, pursuant to Government Code Section 7522.56(e)(1), Karen Pervorse must certify in writing to the City, upon accepting an offer of employment, that she has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to Section 7522.56 during the 12-month period preceding the effective date of this appointment.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:

Section 1. The Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

Section 2. Karen Pervorse has the specialized skills needed to perform the work required to fulfill the responsibilities of Human Resources Specialist on an extra help basis for a limited duration of time.

Section 3. The Council hereby certifies the nature of the employment and determines that the appointment is necessary to fill a critically needed position sooner than 180 days.

Section 4. The Council hereby appoints Karen Pervorse as Human Resources Specialist on an extra help, limited term basis, effective December 19, 2024, to provide the critically needed specialized functions of Human Resources Specialist, pursuant to the authority provided under Government Code Sections 7522.56 and 21224.

Section 5. The employment agreement with Karen Pervorse, a copy of which is attached here as Exhibit A and will be maintained on file with the City, is approved by the City Council.

Section 6. The City Manager is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the City Manager and City

Attorney.

Section 7. The Mayor shall sign this Resolution, and the City Clerk shall attest thereto, and this Resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the Council of the City of Corona, California on the 18th day of December, 2024, by the following vote:

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

I, Sylvia Edwards, City Clerk of the City of Corona, California, certify that the foregoing Resolution No. 2024-114 was regularly introduced and adopted by the City Council of the City of Corona, California, at a regular meeting held on the 18th day of December, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 18th day of December, 2024.

City Clerk of the City of Corona, California

[SEAL]



Karen Pervorse

December 3, 2024

Re: City of Corona Employment Agreement for Extra Help Limited Duration Human Resources Specialist

Dear Ms. Pervorse:

We are delighted to present you with this employment agreement and look forward to your assistance. Please read on for the terms of employment.

1. PARTIES AND DATE.

This Employment Agreement ("Agreement") is made by and between the CITY OF CORONA ("City") and KAREN PERVORSE ("Retiree"), effective December 19, 2024, to provide, in writing, the terms and conditions of employment as an extra help limited term duration appointment as Human Resources Specialist. The City and Retiree are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Human Resources Specialist. Due to her experience and specialized skills, the City desires to employ the services of Retiree as an extra help limited duration Human Resources Specialist, and Retiree desires to accept employment as extra help limited duration Human Resources Specialist. It is the desire of the Parties through this Agreement to establish conditions of employment and to set working conditions for Retiree.

2.2 Temporary Appointment. Retiree's employment is authorized by Government Code Sections 7522.56 and 21224, which permit the City Council to appoint a California Public Employees' Retirement System ("Ca PERS") retiree to an extra help limited duration position requiring specialized skills, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as the hours worked do not exceed 960 hours in a fiscal year, inclusive of all hours worked for other Ca PERS employers.

2.3 Retiree Representations. Retiree represents that she is a retired annuitant of Ca PERS within the meaning of Government Code Sections 7522.56 and 21224 ("Statutes") and acknowledges that her compensation is statutorily limited. Retiree represents that, as of the effective date of this Agreement, she has not worked for another Ca PERS state or contracting agency as a retired annuitant during the 2024-2025 fiscal year, and that she therefore acknowledges that she can work up to a total of 960 hours for the City, a state agency, or other Ca PERS contracting agencies (collectively "Ca PERS Agencies") during the 2024-2025 fiscal year.



3. TERMS.

3.1 **Duties.** In accordance with Resolution No. 2024-114, the City Council has appointed Retiree as an extra help limited duration Human Resources Specialist pursuant to the terms set forth in this Agreement. The City Manager (or his designee) shall have the authority to determine the means and manner by which Retiree shall perform those duties and functions. Retiree agrees to devote a portion of her business time (subject to the hourly limitation noted above), skill, attention, and best efforts to the discharge of the duties and functions assigned to her pursuant to this Agreement and by the City Manager (or his designee).

3.2 **City Documents.** All data, studies, reports and other documents prepared by Retiree while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other materials either created by or provided to Retiree in connection with the performance of this Agreement shall be held confidential by Retiree. Such materials shall not, without the prior written consent of the City Council, be used by Retiree for any purposes other than the performance of her duties, nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.3 Conditions of Employment.

3.3.1 *Part Time Authorized.* Retiree is expected to devote necessary time, within normal business hours for the position's needs, to the business of the City. However, in accordance with statutory limitations, Retiree shall not work under this Agreement for more than a total of 960 hours in any fiscal year, unless an exception applies. It is understood by both parties that employment with other California PERS employers shall count against the 960 hours per fiscal year limitation, unless an exception applies. In the event Retiree is providing services to any other California PERS Agencies during the term of this Agreement, Retiree must notify the City of such employment and disclose on a periodic basis (at a frequency determined by the City) the number of hours Retiree is performing services for that other public agency. Notwithstanding the preceding, Retiree shall be responsible for ensuring that she does not work in excess of 960 hours in a fiscal year, taking into account hours worked for any California PERS Agency during the same fiscal year, unless an exception applies. Retiree shall be allowed to establish a schedule that is less than full time in order to maximize the use of the 960 hours throughout an entire fiscal year, provided, however, that Retiree's schedule shall be acceptable to the City Manager (or his designee) and be established in advance.

Retiree's position shall be deemed a NON-EXEMPT position under California wage and hour law. The position is a temporary, hourly assignment which shall not exceed 40 hours per week. The City, through the City Manager or his designee, will assign Retiree hours to work. Due to the nature of the position, it is understood that the workday and work week hours may vary; **however, Employee shall not work overtime.**

3.3.2 *No Conflicts.* During the term of this Agreement, Retiree 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 Retiree's duties under this Agreement.



3.4 Compensation; No Fringe Benefits.

3.4.1 *Compensation.* For services rendered pursuant to this Agreement, Retiree shall be compensated at the hourly rate of \$33.54. The City has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties as listed on the City's publicly-available pay schedule. This hourly rate is established pursuant to statutory requirements and may only be modified if permitted thereby. The compensation shall be paid at the same time and in the same manner as wages are usually paid to City employees and shall be subject to applicable taxes, and other required deductions. Such compensation shall be Retiree's sole compensation for her services under this Agreement. Notwithstanding the foregoing, the City shall pay for workers' compensation insurance for Retiree. Retiree shall not be entitled to any additional benefits provided by the City to its employees, including, but not limited to, paid vacation, paid holiday leave, paid sick leave, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, unemployment insurance, and vehicle allowance.

3.5 Term; Termination.

3.5.1 *Term.* The term of this Agreement shall be effective as of December 19, 2024, ending on the date the Retiree has served 960 hours in a fiscal year or that this appointment is terminated by the City or Retiree in accordance with Section 3.5.2.

3.5.2 *Termination.* This Agreement may be terminated with or without cause at any time upon fifteen (15) days advance written notice given by Retiree to City or immediately upon notice by City to Retiree. No compensation or severance payment of any kind shall be payable upon termination of this Agreement, other than any compensation due and owing under this Agreement through the last effective date of employment. The Parties understand and agree that the temporary employment relationship created by this Agreement is "at-will" and that the Retiree shall serve at the will and pleasure of the City Manager (or his designee), and may be terminated at any time, without notice and with or without cause. Nothing in this Agreement, any statute, ordinance, or rule shall prevent, limit, or otherwise interfere with the right of the City Manager (or his designee) to terminate, without cause or right of appeal or grievance, the services of the Retiree at any time and without notice. Notice of termination may be delivered personally or by mail.

3.6 **Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose, by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

CITY:	City of Corona 400 S. Vicentia Ave Corona, CA 92882 ATTN: Chief Talent Officer
RETIREE:	ADDRESS ON FILE



Alternatively, notices required pursuant to this Agreement may be personally served in the 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 United States Postal Service.

3.7 Indemnification. The City shall defend, hold harmless and indemnify Retiree against any tort, professional liability, claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Retiree's services as an extra help limited duration Human Resources Specialist, except that this provision shall not apply with respect to any intentional tort or crime committed by Retiree, or any actions outside the course and scope of her employment as an extra help limited duration Human Resources Specialist.

3.8 General Provisions.

3.8.1 Integration. This Agreement constitutes the sole and complete agreement between the parties. This Agreement supersedes any ordinance, rule, regulation, policy, or procedure of the City that is inconsistent with the Agreement. No amendments to this Agreement may be made except in writing and signed by the parties.

3.8.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.8.3 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Retiree in the performance of her duties as an extra help limited duration Human Resources Specialist.

3.8.4 Modification. Any modification to this Agreement will be effective only if it is in writing and signed by both Parties.

3.8.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.8.6 Assignment. Neither this Agreement, nor any right, privilege or obligation of Retiree hereunder shall be assigned or transferred by her without the prior written consent of the City Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Manager, be null and void and may be considered a material breach of this Agreement.

3.8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Riverside, California.

3.8.8 No Presumption of Drafter. 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.

3.8.9 *Assistance of Counsel.* Each Party to this Agreement warrants 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 such assistance.

3.8.10 *Retiree Certifications.* In accordance with Government Code Sections 7522.56(e)(1) and (g), Retiree certifies and represents to City that she has not received any unemployment insurance compensation arising out of prior employment during the 12-month period prior to the appointment described in this Agreement.

IN WITNESS WHEREOF, the City of Corona has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and Retiree has signed and executed this Agreement, effective on the day and year first above written.

CITY OF CORONA

RETIREE

Jacob Ellis, City Manager

Karen Pervorse

Date: -----

Date: -----

ATTEST:

APPROVED AS TO FORM (optional):

City Clerk of Corona, California

City Attorney

We welcome you to your limited-term extra help appointment with the City of Corona and extend our best wishes for your success. If you have any additional questions, please feel free to contact me directly.

Sincerely,

Lori Sassoon
Chief Talent Officer

