

RESOLUTION NO. 20-48

Resolution Of The City Council Of The City Of Emeryville Appointing Robert “Hank” Schreeder As The Interim Chief Of Police Pursuant To Government Code Section 21221(h)

WHEREAS, Government 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, the City Council desires to appoint Robert Schreeder as an interim appointment retired annuitant to the position of Interim Police Chief for the City of Emeryville under Government Code Section 21221(h), a position that will become vacant on June 13, 2020; and

WHEREAS, the City Council, the City of Emeryville and Robert Schreeder certify that Robert Schreeder has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Government Code Section 21221(h) requires that the retiree is appointed into the interim appointment during the recruitment process for a permanent appointment; and

WHEREAS, the search for a permanent Police Chief will commence upon the retirement of the incumbent Police Chief; and

WHEREAS, this Government Code Section 21221(h) appointment shall only be made once and therefore will end on December 31, 2020; and

WHEREAS, the entire appointment document between Robert Schreeder and the City of Emeryville has been reviewed by this body and is attached hereto; 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 monthly salary for this position is \$19,200 and the hourly equivalent is \$110.77; the minimum base monthly salary for this position is \$15,361 and the hourly equivalent is \$88.62; and

WHEREAS, the hourly rate paid to Robert Schreeder will be \$108.7038; and

WHEREAS, Robert Schreeder 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; now, therefore, be it

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RESOLVED, that the City Council of the City of Emeryville hereby certifies the nature of the employment of Robert Schreeder as described herein and detailed in the attached appointment document and that this appointment, conditioned on the completion of the required backgrounding process, is necessary to fill the critically needed position of Interim Chief of Police for the City of Emeryville by June 13, 2020 because the incumbent Chief of Police is retiring on June 12, 2020.

ADOPTED, by the City Council of the City of Emeryville at a special meeting held Tuesday, June 9, 2020, by the following vote:

AYES:	<u>5</u>	Mayor Patz, Vice Mayor Martinez, and Council Members Bauters, Donahue, and Medina
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:

Christian R. Patz

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MAYOR

ATTEST:

DocuSigned by:

Sheri Hartz

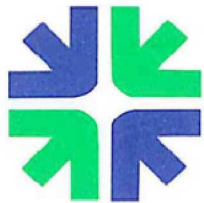
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CITY CLERK

APPROVED AS TO FORM:

Michael Quinn

CITY ATTORNEY



CITY OF EMERYVILLE

INCORPORATED 1888

OFFICE OF THE CITY MANAGER

1333 PARK AVENUE

EMERYVILLE, CALIFORNIA 94608-3517

May 15, 2020

Robert "Hank" Schreeder

TEL: (510) 596-4370

FAX: (510) 596-3724

Subject: Conditional Offer of Employment—At Will Interim Chief of Police

Dear Chief Schreeder

This letter is a conditional offer of employment as the Interim Chief of Police for the City of Emeryville. The terms of employment are described herein, including a tentative start date of June 13, 2020. These terms are conditional upon successful completion of a Level One California Peace Officer Standards and Testing compliant background check.

This letter acknowledges that you are a retired annuitant and that Government Code subdivision 21221(h) permits retired annuitants under the California Public Employees' Retirement System ("CalPERS") to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position. The City is commencing a recruitment for a permanent Chief of Police following the retirement of the previous Chief and anticipates the position will be filled with a permanent replacement no later than December 31, 2020.

Pursuant to Emeryville Municipal Code §2-1.303, the City Manager has the authority to appoint department heads and the position of Chief of Police serves as the department head for the City's police department.

TERM: Your employment will commence on June 13, 2020 and shall automatically terminate on December 31, 2020, unless terminated prior to this date by you or the City. The City anticipates that it will terminate this Agreement upon the City finding a permanent replacement for the position of Chief of Police. In no event shall your employment exceed the 960-hour per fiscal year limit under Government Code subdivision 21221(h).

DUTIES, RESPONSIBILITIES, AND WORK HOURS: If accepted, this conditional offer letter appoints you to the position of Interim Chief of Police for the City's police department. The terms specified in this offer are in addition and subject to the duties and responsibilities of chief of police described generally in Government Code sections 41601-41612 and specifically by those applicable City rules. The position of Interim Chief of Police requires specialized skills and expert professional services for a definite period of time. You will be expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and may be required to devote a great deal of time outside the normal office hours to the business of the City, including attendance at City Council meetings. You shall generally not work more than 40 hours per week. The Chief of Police position is an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA"), meaning you will be compensated on a salary basis, in the amount specified below, and are not entitled to overtime as defined by the FLSA.

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COMPENSATION; BENEFITS PROHIBITED: Your compensation will be \$18,842 per month, to equal an hourly rate of \$108.7038. You are not eligible for any other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate except for the above hourly rate and workers' compensation benefits. The City will provide you a vehicle of the type normally assigned to the Chief of Police for your use including transportation to and from the worksite and any City-related travel. Any applicable taxes are your responsibility to pay and not covered by the City. You will also be provided any business equipment usually assigned by the City to the Chief of Police for business use such as a laptop and cell phone.

INDEMNIFICATION: To the extent mandated by the California Government Code, the City will defend, hold harmless, and indemnify you against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of your services as the Interim Chief of Police. This indemnification and defense will not apply to any intentional tort or crime committed by you, to any action outside the course and scope of your employment, or any other intentional or malicious conduct or gross negligence committed by you.

RESIGNATION/TERMINATION: You may resign at any time; provided, however, you will reasonably provide the City Manager at least two (2) weeks advance written notice. You are an at-will employee and serve at the pleasure of the City Manager. Notwithstanding the CalPERS 960 hour limit, you may be terminated at any time, with or without cause, by the City Manager. Notice of termination and any right to appeal will be provided in accordance with the Public Safety Officers Bill of Rights, Government Code Section 3304(c). You are not entitled to any severance pay.

In accordance with state law and the requirements of the California Public Employees Retirement Law, you may not be reappointed to this position following termination of your employment.

Please sign and return a copy of this letter within seven (7) calendar days of the above date to indicate your conditional acceptance of this offer. Please contact me, or Human Resource Director Trish Raver if you have any questions.

We look forward to you joining the Emeryville Team and leading the excellent Emeryville Police Department.

Sincerely,



Christine Daniel, City Manager

Agreement to Accept:

I, Robert Schreeder, agree to accept this conditional offer for appointment to the position of Interim Chief of Police for the City of Emeryville, with the tentative start date of June 13, 2020, depending upon satisfactory completion of the required background investigation.

Robert Schreeder

5-18-20
Date