



# City of San Leandro

Meeting Date: November 7, 2016

## Staff Report

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**File Number:** 16-581

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:** 8.L.

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Jeff Kay  
Assistant City Manager

**FINANCE REVIEW:** David Baum  
Finance Director

**TITLE:** Staff Report for a Resolution Authorizing the City Manager to execute an Employment Agreement with Jeffrey Tudor to serve as Police Chief.

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### SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute an employment agreement with Jeffrey Tudor for Police Chief.

### BACKGROUND

At its meeting on October 17, 2016, the City Council approved the salary schedule for the Police Chief position. In accordance with Article IV, Section 420 of the City of San Leandro City Charter, the City Manager then appointed Jeffrey Tudor as Police Chief. As an unrepresented employee, the terms and conditions of Chief Tudor's employment are contained in the proposed employment agreement.

#### Analysis

For the City Council's information, the term of the employment agreement negotiated between the City Manager and Jeffrey Tudor, for his appointment to Police Chief, is four years. The Agreement also provides for the following:

- Annual base salary will start at \$210,312 (step 3)
- Salary increases, health benefits, employee leave, and management incentive pay will be consistent with the San Leandro Management Organization (SLMO) pursuant to its current Memorandum of Understanding
- Uniform allowance, holidays and retirement benefits specific to sworn employees will be consistent with the San Leandro Police Management Association (SLPMA) pursuant to its current Memorandum of Understanding
- The negotiations also included a provision that requires severance pay of five months base salary will be paid to Mr. Tudor if he is terminated without cause

The City Manager presents the agreement to the City Council approve a resolution authorizing the City Manager to execute the employment agreement for Police Chief Jeffrey Tudor.

**Fiscal Impacts**

There is no fiscal impact with the approval of this resolution. Police Chief is a budgeted position and the proposed terms of the employment agreement are fully funded in 010-21-001.

**PREPARED BY:** Emily Hung, Human Resources Manager, City Manager's Office

## CITY OF SAN LEANDRO

### AGREEMENT FOR EMPLOYMENT OF POLICE CHIEF

This Employment Agreement (“Agreement”) is made and entered into this 18<sup>th</sup> day of October, 2016, by and between the City of San Leandro under the authority of and through its City Manager (the “CITY”), a charter city of the State of California, and Jeffrey Tudor (“CHIEF”). CITY and CHIEF are together the “Parties.”

#### RECITALS

**WHEREAS**, the CITY desires to employ, as an “at-will” employee, the services of CHIEF as Police Chief for the CITY in accordance with applicable provisions of the San Leandro City Charter, Municipal Code and the terms of this Agreement; and

**WHEREAS**, CHIEF desires to be employed as the at-will Police Chief for the CITY in accordance with applicable provisions of the City Charter, Municipal Code and the terms of this Agreement; and

**WHEREAS**, the classification of Police Chief shall be unrepresented; and

**WHEREAS**, it is the desire of the CITY to provide certain compensation and benefits; and establish certain conditions of employment for the position of Police Chief through this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### TERMS

1. Appointment

The City Manager hereby appoints CHIEF to the position of Police Chief in and for the City of San Leandro, California. CHIEF hereby accepts such appointment under the terms and conditions of this Agreement.

2. Term of Agreement

This Agreement will become effective on October 18, 2016. The Agreement will expire on January 30, 2020, unless extended or terminated as provided herein. The Parties may terminate this Agreement pursuant to the provisions of Section 5.

3. At-Will Employment

Police Chief is an “at-will” employee who shall serve at the pleasure of the City Manager per City Charter Article IV, Section 420. Accordingly, the City Manager may terminate CHIEF’s employment under this Agreement at any time with or without cause.

4. Duties and Responsibilities

a. CHIEF shall serve the CITY and perform the functions and duties of the position of Police Chief as specified under the laws of the State of California (including but not limited to the Government Code and the Penal Code); the CITY’s Charter, Administrative Code and Municipal Code; the Ordinances and Resolutions of the CITY; and any other legally permissible and proper duties and functions as the City Manager may from time to time assign.

b. CHIEF shall be responsible to the City Manager for the proper performance of all duties and functions assigned to CHIEF.

5. Termination of Employment and Severance

a. This agreement may be terminated with or without cause by the City Manager. In the event CHIEF is terminated for cause, moved from CHIEF to a different position within the San Leandro Police Department, or voluntarily resigns from his employment with CITY, he shall not be entitled to severance. For purposes of this Agreement, the phrases “for cause,” “with cause” and “without cause” relate only to CHIEF’s potential entitlement to severance, and do not alter his at-will status.

b. Without Cause. In the event CHIEF is terminated without cause, he is eligible for severance. If the CITY terminates this Agreement without “cause” before January 30, 2020, CHIEF will be compensated for all vacation leave and will be paid in a lump sum in an amount equal to CHIEF’s annual base salary and health benefits for a period of five (5) months from receipt of written termination notice. Said payment of severance pay shall be conditioned upon CHIEF signing a waiver and release agreement forever releasing and waiving any and all claims in a form acceptable to the City, CHIEF shall receive the severance payment in a lump sum payment minus all applicable deductions within fifteen (15) business days after execution of the waiver and release agreement.

c. For Cause. If CHIEF is terminated “for cause,” the CITY shall not owe any severance under this Agreement. The determination about whether Chief is terminated “for cause” shall be made in the complete discretion of the City. A termination “for cause” may include, but shall not be limited to, the following:

- (i) Violation of administrative policies and procedures;
- (ii) Failure to properly perform assigned duties;
- (iii) Theft of CITY property;
- (iv) Insubordination
- (v) Conviction of a felony;
- (vi) Conviction of a misdemeanor relating to Chief’s fitness to perform assigned duties;

- (vii) Conviction of a crime involving an abuse of office or position, as defined in Government Code Section 53243.4;
- (viii) Unauthorized absence from employment;
- (ix) Improper use of CITY funds or property;
- (x) Willful misconduct or malfeasance;
- (xi) Any act of moral turpitude or dishonesty;
- (xii) Other failure of good behavior either during or outside of employment such that the Chief's conduct causes discredit to the City.

d. Resignation. CHIEF shall provide forty-five (45) days notice in the event of a voluntary resignation unless the CITY agrees otherwise.

## 6. Compensation and Benefits

a. Salary. CHIEF's initial annual base salary shall be \$210,312 (\$17,526 per month), which is step 3 of the Police Chief salary schedule which was approved by the City Council on October 17, 2016 (Attachment A). CHIEF may be advanced from the current step in accordance with current practices upon satisfactory performance. Salary shall be payable on the City-established payroll cycle. Base salary increases shall be consistent with the terms approved for the San Leandro Management Organization (SLMO) pursuant to its Memorandum of Understanding which are as follows:

January 1, 2017:	3%
January 1, 2018:	3%
January 1, 2019:	3%
January 1, 2020:	3%

b. Benefits. The CITY agrees to provide to CHIEF all benefits accorded to members of the San Leandro Management Organization (SLMO) pursuant to its Memorandum of Understanding, in consideration for the services provided pursuant to this Agreement. However, the following benefits shall follow the terms accorded to the San Leandro Police Management Association (SLPMA) which are specific to sworn employees:

- (i) Holidays observed
- (ii) Retirement benefits plan shall be 3% @ 50
- (iii) Uniform allowance of \$1,500 per year

## 7. Indemnification & Professional Liability

The City agrees that it shall defend, hold harmless, and indemnify the CHIEF from all demands, claims, suits, actions, errors, or other omissions in legal proceedings, whether groundless or otherwise, brought against the CHIEF in his individual capacity or in his official capacity, provided the incident arose while the CHIEF was acting within the scope of his employment, in accordance with the provisions of California Government Code Section 825 and the City will provide a defense in accordance with Government Code Sections 995 – 999.6. The City may

decline to defend and/or indemnify Employee only as permitted by the California Government Code.

8. Miscellaneous

- a. The text herein shall constitute the entire agreement between the Parties. This Agreement may not be modified, except by written agreement executed by both Parties.
- b. 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.
- c. This Agreement shall be governed by the laws of the State of California.
- d. The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.
- e. This Agreement may be executed in counterparts containing original signatures.

9. Notices

Notices pursuant to this Agreement shall be in writing and served by mailing via the United States Postal Service, first class postage prepaid, addressed as follows:

- a. The CITY:  
City Manager  
City of San Leandro  
Civic Center  
835 East 14<sup>th</sup> Street  
San Leandro, California 94577
- b. CHIEF:  
  
Jeffrey Tudor  
HAND DELIVERED

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of mailing of such written notice, postage prepaid, with the United States Postal Service.

**IN WITNESS WHEREOF**, the CITY has caused this Agreement to be signed and executed in its behalf by its City Manager and duly attested by its City Clerk, and CHIEF has signed and executed this Agreement, on the day and year written below.

**CHIEF OF POLICE**

DATED: \_\_\_\_\_

\_\_\_\_\_  
JEFFREY TUDOR

**CITY**

DATED: \_\_\_\_\_

\_\_\_\_\_  
CHRIS ZAPATA  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD D. PIO RODA  
CITY ATTORNEY

2715487.1

**CITY OF SAN LEANDRO**

Approved by City Council on 10/17/16

**Police Chief  
Salary Schedule  
Effective 10/18/16**

<b>SR</b>	<b>CLASSIFICATION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	Police Chief	15897	16691	17526	18402	19322





# City of San Leandro

Meeting Date: November 7, 2016

## Resolution - Council

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**File Number:** 16-580

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:**

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Jeff Kay  
Assistant City Manager

**FINANCE REVIEW:** David Baum  
Finance Director

**TITLE:** RESOLUTION Authorizing the City Manager to Execute an Employment Agreement with Jeffrey Tudor to serve as Police Chief

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WHEREAS, an employment agreement between the City of San Leandro and Jeffrey Tudor as Police Chief has been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said agreement substantially in the form presented is hereby approved and execution by the City Manager is hereby authorized; and
2. That the City Manager is authorized to make non-substantial revisions to said agreement, subject to the approval of the City Attorney; and
3. That an original executed agreement shall be attached to and made a part of this resolution.