



City of San Leandro

Meeting Date: September 7, 2021

Staff Report

File Number: 21-490

Agenda Section: ACTION ITEMS

Agenda Number: 10.C.

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Fran Robustelli
Interim City Manager

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution Authorizing the City Manager to Execute an Employment Agreement for Police Chief with Abdul Pridgen.

SUMMARY AND RECOMMENDATIONS

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

BACKGROUND

Pursuant to Article IV, Section 420 of the City of San Leandro City Charter, the City Manager "shall appoint an administrative officer to head each department. Such department heads shall serve at the pleasure of the City Manager." City Manager Fran Robustelli has appointed Abdul Pridgen to serve as Police Chief. As an unrepresented employee, the terms and conditions of Chief Pridgen's employment are contained in the proposed employment agreement.

The Police Chief position has been vacant after the retirement of Jeff Tudor in June 2021. After an extensive recruitment process, the City Manager found Abdul Pridgen to have the background and experience that best suits the needs of the Police Chief position. Chief Pridgen comes to San Leandro after serving as the Police Chief of the City of Seaside for the past three years. Prior to the City of Seaside, Chief Pridgen spent 26 years with the City of Fort Worth, Texas, Police Department where he attained the highest rank of Assistant Chief of Police. Chief Pridgen received his Bachelor of Arts in Criminal Justice from Dallas Baptist University and his Master of Public Administration from Tarleton State University. In addition, he received training from the Southern Police Institute, FBI National Academy, FBI National Executive Institute, and Harvard University Kennedy School of Government. Chief Pridgen serves as the president of the California Police Chiefs Association.

Analysis

The term of the proposed employment agreement is three years and provides for the following:

- Annual base salary will start at \$260,964, which is step 5 of the current Police Chief salary range.
- A salary increase of 3% will be effective January 1, 2022.
- Health benefits, retirement benefits, leaves, holiday pay, uniform allowance, and deferred compensation will be consistent with the San Leandro Police Management Association (SLPMA) pursuant to its Memorandum of Understanding.
- Management incentive pay for department heads will be consistent with the San Leandro Management Organization (SLMO) pursuant to its Memorandum of Understanding.
- Residency assistance will be provided in the amount of two thousand dollars (\$2,000) per month for 12 months for housing expenses incurred within San Leandro.
- Severance pay of six (6) months base salary will be paid if terminated without cause.

Fiscal Impacts

There is no financial impact with the approval of this resolution. Police Chief is a budgeted position and the proposed terms of the employment agreement are funded in the City's operating budget.

ATTACHMENTS

- Draft Employment Agreement between the City of San Leandro and Abdul Pridgen

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 the 13th day of September, 2021, 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 Abdul Pridgen (“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 San Leandro Municipal Code Section 1-4-300, and all other 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 September 13, 2021. The Agreement will expire on September 13, 2024, 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 September 13, 2024, 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 six (6) 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 \$260,964 (\$21,747 per month), which is step 5 of the Police Chief publicly available salary schedule. Salary shall be payable on the City-established payroll cycle. Effective January 1, 2022, base salary shall increase by another three percent (3%). Salary schedules are attached as Attachment A.

b. Benefits. The CITY agrees to provide to CHIEF the following benefits accorded to members of the San Leandro Police Management Association (SLPMA) pursuant to its Memorandum of Understanding, in consideration for the services provided pursuant to this Agreement.

- (i) Health benefits
- (ii) Administrative Leave Hours
- (iii) Vacation Leave
- (iv) Sick Leave
- (v) Holiday pay
- (vi) Uniform allowance
- (vii) Deferred Compensation
- (viii) Management Development Program
- (ix) Retirement benefits plan

CHIEF shall be provided management incentive pay as accorded to department heads as included in the San Leandro Management Organization Memorandum of Understanding. CHIEF shall also receive residency assistance up to the amount of two thousand dollars (\$2,000) per month for 12 months commencing September 13, 2021, paid as a reimbursement for housing expenses incurred within San Leandro. A City unmarked vehicle will also be provided to CHIEF.

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 14th Street
San Leandro, California 94577

b. CHIEF:

Abdul Pridgen
VIA EMAIL

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 CHIEF has signed and executed this Agreement, on the day and year written below.

CHIEF OF POLICE

DATED: _____

ABDUL PRIDGEN

CITY

DATED: _____

FRAN ROBUSTELLI
CITY MANAGER

APPROVED AS TO FORM:

RICHARD D. PIO RODA
CITY ATTORNEY

3857321.1



City of San Leandro

Meeting Date: September 7, 2021

Resolution - Council

File Number: 21-491

Agenda Section: ACTION ITEMS

Agenda Number:

TO: City Council

FROM: Fran Robustelli
City Manager

BY: Fran Robustelli
Interim City Manager

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council Approving and Authorizing the City Manager to Execute an Employment Agreement for Police Chief

WHEREAS, a draft employment agreement between the City of San Leandro and Abdul Pridgen as Police Chief is 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 approval as to form by the City Attorney; and
3. That an original executed agreement shall be attached to and made a part of this resolution.