



City of Palo Alto

City Council Staff Report

(ID # 8717)

Report Type: Consent Calendar

Meeting Date: 12/11/2017

Summary Title: Police Chief Appointment

Title: Approval of the Appointment of Robert A. Jonsen as Police Chief and Approval of Employment Agreement

From: City Manager

Lead Department: Human Resources

Recommended Motion

The City Manager recommends that the City Council consider the following motion: To approve the appointment of Robert A. Jonsen as Police Chief and approve his employment agreement.

Recommendation

The City Manager recommends that Council approve the appointment of Robert A. Jonsen as Police Chief and approve his employment agreement.

Executive Summary

The Palo Alto Municipal Code requires that the Council approve the City Manager's appointment of Robert A. Jonsen. The City Council must also approve any employment terms or benefits that are not already included in the Compensation Plan for Management and Professional Personnel.

Background

The City Manager makes appointments to the position of Police Chief with the approval of City Council (Municipal Code section 2.08.020).

In accordance with the Municipal Code, the main responsibilities of the Police Chief include the preservation of the public peace and order, and prevention and detection of crime, the apprehension of offenders, the protection of persons and of property and the enforcement of law; to enforce all traffic regulations and consult with the traffic engineer on matters concerning traffic control, and to administer the parking enforcement program.

Discussion

The City Manager requests approval of the appointment of Robert A. Jonsen to the position of Police Chief. The Police Chief position became vacant when Chief Dennis Burns retired in

December 2016. Jonsen was selected as a result of an extensive search conducted by the executive recruitment of Teri Black Recruiting. There were multiple interview panels that included members of the community, peer former chiefs of police and others within the criminal justice system, senior attorneys, as well as executive staff.

Jonsen has 30 years of experience, most recently serving as Chief of Police for the City of Menlo Park for five years. A graduate in Occupational Studies at California State University, Long Beach, Jonsen also holds an M.A. in organizational leadership from Woodbury University.

Jonsen will be an “At-Will” employee, which means he will serve at the pleasure of the City Manager and can be terminated or asked to resign at any time. His annual salary will be \$260,000 which is within the Council-approved salary range for the Police Chief position. The employment agreement includes a taxable housing stipend of \$3,000 per month for 18 months for housing within Palo Alto. The City Manager included the housing subsidy to support Jonsen’s transition by allowing him live and fully immerse himself in Palo Alto over his first year and a half in the job. This will be conducive to building necessary relationships with members of our community as quickly and completely as possible. The agreement includes that Jonsen receive an 80-hour vacation leave bank and accrue 200 vacation hours annually.

All other benefits offered are consistent with the Compensation Plan for Management and Professional Personnel.

Chief Jonsen will begin work on January 9, 2018.

Resource Impact

Sufficient funding is available in the Police Department Fiscal Year 2018 Adopted Operating Budget for this agreement, including six months of the housing stipend, and no additional appropriation is required. The ongoing costs in Fiscal Year 2019 were factored into the development of the FY 2019 Long Range Financial Forecast and include the final twelve months of the housing stipend.

Policy Implications

This recommendation is consistent with existing City policies.

Environmental Review (If Applicable)

This employment agreement is not a project for purposes of the California Environmental Quality Act and therefore no environmental review is required.

Attachments:

- Attachment A - Police Chief Employment Agreement

Attachment A

**EMPLOYMENT AGREEMENT
BETWEEN CITY OF PALO ALTO
AND
ROBERT JONSEN**

THIS AGREEMENT is between the City of Palo Alto, a municipal corporation and chartered city ("City") and Robert Jonsen ("Jonsen"). It is effective on the latest date next to the signatures on the last page.

This Agreement is entered into on the basis of the following facts:

A. City, acting by and through its City Manager, wishes to employ Jonsen as its Police Chief, subject to the terms and conditions set forth in this Agreement, the Palo Alto Municipal Code and the Charter of the City of Palo Alto (the "Charter").

B. Under the Charter, the Police Chief is appointed by the City Manager with the approval of the City Council. Notwithstanding any provision of the City of Palo Alto Merit System Rules and Regulations, the Police Chief serves on an at-will basis, with no expectation of continued employment, and with no right to pre-or post-separation due process or appeal.

C. Jonsen desires to be employed by the City as its Police Chief, subject to the terms and conditions in this Agreement, the Palo Alto Municipal Code, the Charter, the Palo Alto Merit System Rules and Regulations, and all other applicable laws, resolutions, and policies.

D. The City and Jonsen wish to establish specific terms and conditions relating to compensation and benefits and related matters.

BASED UPON THE FOREGOING, THE CITY AND JONSEN AGREE AS FOLLOWS:

1. Employment. The City appoints Jonsen as its Police Chief for an indefinite term to begin on January 9, 2018. If Jonsen does not actually report for or start work on January 9, 2018, the employment start date will be the date, if any, that is mutually agreed by the parties. Except as otherwise provided herein, Jonsen's employment with the City shall be governed by the City Council-adopted Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.

2. Duties of the Police Chief. Jonsen will perform the duties established for the Police Chief by the Palo Alto City Charter, by the Palo Alto Municipal Code, by direction given by the City Manager, and as otherwise provided by law, ordinance, or regulation. Jonsen agrees to comply with all federal, state and local laws, ordinances, rules and regulations applicable to or associated with these duties.

2.1. Full Energy and Skill. Jonsen will devote his full energy, skill, ability, and productive time to the performance of his duties.

2.2. No Conflict. Jonsen will not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with or which interferes with the performance of his duties. Jonsen acknowledges that he is subject to the various conflict of interest requirements found in the California Government Code and state and local policies and regulations.

2.3 Permission Required For Outside Activities. Jonsen will not engage in any employment, activity, consulting service, or other enterprise, for compensation or not, without written permission of the City Manager.

3. Salary. While performing the duties of Police Chief, Jonsen will receive a base salary within the range provided in the City Council-approved Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time. Jonsen will receive an initial gross base annual salary of two hundred sixty thousand dollars (\$260,000.00), beginning on the Employment Start Date. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Jonsen is an exempt employee under applicable wage and hour law and his base salary shall be compensation for all hours worked. The City agrees that the amount of Jonsen's base annual salary will not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act.

4. Benefits and Allowances. Jonsen will be eligible for, and shall receive, all regular benefits (i.e., health insurance, PERS contributions to the extent paid by the City, etc.) and vacation, sick leave, and management leave, as are generally provided to management employees under the City Council-approved Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.

5. Additional Benefits and Allowances. In addition to the benefits specified in section 4, Jonsen will receive the following additional benefits and allowances:

5.1 Vacation Accrual. Notwithstanding the Management and Professional Personnel and Council Appointees Compensation Plan and based on service with prior public agency employers, Jonsen's vacation accrual rate will be calculated at the rate of two hundred (200) hours annually, prorated and credited each pay period. The maximum vacation leave balance allowed for Jonsen is six hundred (600) hours. In addition, a one- time eighty (80) hour vacation leave bank will be included at the start of Jonsen's employment.

5.2. Housing Stipend. So long as Jonsen resides in Palo Alto, the City will provide Jonsen with a total amount of three thousand dollars (\$3,000.00) per month for eighteen (18) months, subject to authorized or required deductions and withholding, as a housing stipend.

5.3 Uniform and Vehicle Allowance. The Police Department will provide your uniform and uniform maintenance in accordance with their department provided to all sworn officers. As the Chief of Police, a take- home exclusive vehicle will be assigned to you as described in the City's vehicle policy which requires a valid driver's license upon hire.

6. Duration of Employment. Jonsen understands and agrees that he has no constitutionally protected property or other interest in his employment as Police Chief. Jonsen waives any and all rights, if any, under the Merit System Rules and Regulations, including without limitation, the right to pre-or post-disciplinary due process. Jonsen understands and agrees that he works at the will and pleasure of the City Manager and that he may be terminated or asked to resign at any time, with or without cause. Jonsen may terminate this agreement (terminating all employment) upon 30 days written notice to the City Manager.

7. Miscellaneous.

7.1. Notices. Notices given under this Agreement shall be in writing and shall be either: a) served personally; or b) sent by facsimile (provided a hard copy is mailed within one (1) business day); or c) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or d) sent by Federal Express, or some equivalent private mail delivery service. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

CITY: Attn: City Manager
250 Hamilton Avenue Palo Alto, CA 94301
Phone: (650) 329-2226
Fax: (650) 328-3631

JONSEN: Robert Jonsen
250 Hamilton Avenue Palo Alto, CA 94301

7.2. Entire Agreement/ Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

7.3. Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the proper court in Santa Clara County.

7.4. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in

effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

7.5. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

7.6. Representation by Counsel. Jonsen and the City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

7.7. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

JONSEN

DocuSigned by:
Robert Jonsen
Robert Jonsen

Date: 11/29/2017

CITY OF PALO ALTO

City Manager

Date: _____

APPROVED AS TO FORM:

Chief Assistant City Attorney