

RESOLUTION NO. 16171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPOINTING JEFFREY SCHWOB AS INTERIM COMMUNITY DEVELOPMENT AND TRANSPORTATION DIRECTOR EFFECTIVE JULY 25, 2023

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 of the City of Redwood City desires to appoint Jeffrey Schwob as an interim appointment retired annuitant to the vacant position of Community Development and Transportation Director for the City of Redwood City under Government Code section 21221(h), effective July 25, 2023; and

WHEREAS, the City Council of the City of Redwood City, the City of Redwood City and Jeffrey Schwob certify that Jeffrey Schwob 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 the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the City Council of the City of Redwood City has authorized the search for a permanent appointment on July 24, 2023; and

WHEREAS, this Government Code section 21221(h) appointment shall only be made once and therefore will end by February 5, 2024; and

WHEREAS, the entire employment agreement between Jeffrey Schwob and the City of Redwood City has been reviewed by the City Council of the City of Redwood City and is attached herein; 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 173.33 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$21,627 and the hourly equivalent is \$124.77; the minimum monthly base salary for this position is \$16,021 and the hourly equivalent is \$92.43; and

WHEREAS, the hourly rate paid to Jeffrey Schwob will be \$124.77; and

WHEREAS, Jeffrey Schwob 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby incorporated by this reference as if fully set forth in their entirety.

2. The City Council of the City of Redwood City hereby certifies the nature of the employment of Jeffrey Schwob as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of Community Development and Transportation Director for the City of Redwood City by July 25, 2023, because the Community Development and Transportation Director is a key executive-level position responsible for managing operations of the City of Redwood City Community Development and Transportation Department.

3. This resolution shall be effective upon the date of its adoption.

* * *



**AGREEMENT
FOR
RETIRED ANNUITANT APPOINTMENT**

**X103 OFFICIAL/EXECUTIVE/PROFESSIONAL LEVEL III
Retired Annuitant
Interim Community Development and Transportation Director**

THIS AGREEMENT made and entered into this 25th day of July, 2023, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California, "City", and Jeffrey Schwob, "Retired Annuitant".

WITNESSETH

WHEREAS, City requires professional services due to the recruitment to fill the Community Development and Transportation Director position permanently; and

WHEREAS, Retired Annuitant represents that they are qualified to furnish such services in accordance with the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto agree as follows:

1. Contract Appointment

Retired Annuitant is hereby appointed to the position of RETIRED ANNUITANT INTERIM COMMUNITY DEVELOPMENT AND TRANSPORTATION DIRECTOR for the City and as such shall perform the duties and services more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Status

Retired Annuitant shall serve at the pleasure of the City Manager, subject to the terms and conditions hereof, and shall not acquire a property interest in employment or a right to continuing employment with the City of Redwood City. The terms, covenants, and conditions of Retired Annuitant's employment with the City are expressly limited by and to the terms, covenants and conditions of this Agreement.

3. Compensation

- (a) Rate - Retired Annuitant shall be compensated for the performance of the above-described services at the rate of \$124.77 per hour. Payment of such compensation shall be made bi-weekly through Direct Deposit via electronic funds transfer (EFT) to Retired Annuitant's account at their financial institution.
- (b) Schedule - Retired Annuitant's regular work schedule will be an average of 20 hours per week, not to exceed 960 hours in a fiscal year.
- (c) Benefits - Retired Annuitant shall not be entitled to any benefits other than the hourly wage listed above.

4. Term

The term of this Agreement shall commence on July 25, 2023, and shall expire on February 5, 2024, unless this Agreement is sooner terminated.

5. Termination

- (a) Either party may terminate this Agreement without cause upon giving the other party not less than two (2) weeks prior written notice.
- (b) Upon receipt of the termination notice from Retired Annuitant, City, at its option and sole discretion, may accelerate the termination of this Agreement to any date after receipt of such notice from Retired Annuitant and before the date of termination specified in such notice. Any acceleration of the termination of this Agreement shall be effective on written notice being delivered to Retired Annuitant by City. On any such acceleration by City, Retired Annuitant shall not be entitled to any payment in lieu of notice. Retired Annuitant shall receive payment for all accrued compensation pursuant to paragraph 3 above through the termination date, which for purposes of this subparagraph shall be the earlier of (i) the date on which the two (2) weeks referred to above expires, (ii) the date to which City elects to accelerate the termination of this Agreement, or (iii) the date on which Retired Annuitant ceases performing duties under this Agreement.
- (c) Notwithstanding anything to the contrary, Retired Annuitant shall, upon City's Notice of Termination deliver to City a written status report of all projects or matters in which Retired Annuitant is involved.
- (d) In the event of termination, all rights and obligations of the parties hereto shall thereupon cease. The provisions of this paragraph shall not be deemed a limitation upon the respective rights or remedies of the parties hereto which may accrue to them.

6. Standard of Performance

All services to be performed by Retired Annuitant pursuant to paragraph 1 hereof shall be performed in accordance with all applicable ordinances, policies, and rules and regulations of the City.

7. Non-assignability

Retired Annuitant shall not sub-contract, assign, sell, mortgage, hypothecate, or otherwise transfer Retired Annuitant's interests, rights, duties or obligations hereunder in any manner, without the express prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

**CITY OF REDWOOD CITY,
A charter city and municipal corporation of
the State of California**

BY: _____
**Jeffrey Schwob
Retired Annuitant**

BY: _____
**Alex Khojikian
Assistant City Manager**

BY: _____
**Michelle Katsuyoshi
Human Resources Director**

BY: _____
**Melissa Stevenson Diaz
City Manager**

EXHIBIT A

RETIRED ANNUITANT INTERIM COMMUNITY DEVELOPMENT AND TRANSPORTATION DIRECTOR

JOB DUTIES

- Works closely with Assistant City Manager, Department and Division Heads, as assigned, to implement City policy directives.
- Research complex community development problems and issues and prepare a variety of comprehensive reports.
- Assists and participates in the development, implementation and reporting of goals, objectives and policies.
- Conducts studies, surveys and collects information on complicated operational and administrative problems; analyzes findings and prepares reports of practical solutions for review.
- Provides Project Management support for administrative and capital projects.
- Prepares and manages request for proposals processes and other procurement related initiatives and processes.
- Develops specific proposals for action on current and future City needs.
- Manages complex projects, gathering and evaluating information and preparing reports, recommendations and presentations.
- Develops methods to evaluate and measure organizational effectiveness.
- Serve as technical advisor to the Assistant City Manager, City Manager and other City departments, and civic groups on planning, engineering, zoning enforcement, and related matters; interpret ordinances and regulations as they apply to applications; prepare implementing ordinances and regulations.
- Effectively represent the City in development and land use matters; engineering and building safety issues.
- Participate in numerous public meetings relating to Community Development and Transportation Services Department issues.
- Performs other duties as assigned.

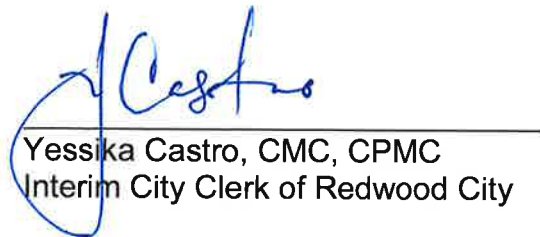
Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board/Public Financing Authority Meeting
thereof held on the 24th day of July 2023 by the following votes:

AYES: Aguirre, Eakin, Howard, Martinez Saballos, Sturken, Vice
Mayor Espinoza-Garnica, and Mayor Gee
NOES: None
ABSENT: None
ABSTAINED: None
RECUSED: None



Jeff Gee
Mayor of the City of Redwood City

Attest:



Yessika Castro, CMC, CPMC
Interim City Clerk of Redwood City

I hereby approve the foregoing resolution this
24th day July 2023.



Jeff Gee
Mayor of the City of Redwood City