



# City Council Staff Report

**DATE:** March 12, 2025

**AGENDA ITEM NO:** ADDENDUM - 1B

**TO:** The Honorable Mayor and City Council  
**FROM:** Christine Tomikawa, Director of Human Resources and Risk Management  
**SUBJECT:** Adopting a resolution appointing an Interim Fire Chief Pursuant to Government Code § 7522.56(F)(4) and § 21221(H)

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Adopting a resolution requesting appointment for the position of Interim Fire Chief pursuant to Government Code § 7522.56(F)(4) and § 21221(H);
2. Authorizing the City Manager to execute an agreement between the City of Monterey Park and the Interim Fire Chief in a form approved by the City Attorney; and
3. Taking such additional, related, action that may be desirable.

**EXECUTIVE SUMMARY:**

The City is requesting to appoint Scott Haberle to an Interim Fire Chief pursuant to Government Code § 7522.56(F)(4) and § 21221(H), a position to be deemed of limited duration and requiring specialized skills in Emergency Response, Emergency Medical Services, Fire Prevention, Environmental Services including HazMat, and Emergency Preparedness. Scott Haberle's prior experience working as the Monterey Park Fire Chief makes him uniquely qualified to be appointed as an Interim Fire Chief. Scott Haberle recently retired as a Fire Chief from the City of Huntington Beach.

CalPERS regulations require retired annuitants to wait 180 days before working for another CalPERS agency. The exception to this 180 day waiting period are public safety officers and firefighters to perform public safety functions and to fill a critically needed position (Government Code § 7522.56(F)(4)). The City is requesting to appoint Scott Haberle to the Interim Fire Chief position for a limited duration.

Respectfully submitted by:

A handwritten signature in blue ink, appearing to read "S22", written over a horizontal line.

Christine Tomikawa  
Director of Human Resources  
and Risk Management


Approved by:



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Inez Alvarez  
City Manager

Reviewed by:



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Karl H. Berger  
City Attorney

**ATTACHMENTS:**

1. Draft Resolution

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION REQUESTING APPOINTMENT PURSUANT TO GOVERNMENT CODE § 7522.56(F)(4) AND § 21221(H) FOR THE POSITION OF INTERIM FIRE CHIEF**

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: The City Council finds as follows:

- A. Government Code § 7522.56(f)(4) and § 21221(h) permits the City Council to appoint a CalPERS public safety retiree to a vacant public safety 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;
- B. The City Council desires to appoint Scott Haberle (“Haberle”) as an interim appointment retired annuitant to the vacant position of Fire Chief under Government Code § 7522.56(f)(4) and § 21221(h), effective March 13, 2025;
- C. The City Council, the City and Haberle certify that Haberle has not and will not receive a “Golden Handshake” or any other retirement-related incentive;
- D. An appointment under Government Code § 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment;
- E. The City Council authorizes the search for a permanent appointment on March 13, 2025;
- F. This Government Code § 21221(h) appointment will only be made once and therefore will end on December 31, 2025;
- G. The entire employment agreement between Haberle and the City was reviewed by the City Council and is attached as Exhibit “A,” and incorporated by reference;
- H. 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;
- I. The maximum base salary for this position is \$245,640 and the hourly equivalent is \$118.10 per hour; the minimum base salary for this position is \$154,932 and the hourly equivalent is \$74.49 per hour;
- J. The hourly rate paid to Haberle will be \$118.10; and

K. Haberle 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.

SECTION 2: The City Council certifies the nature of the employment of Haberle as described and detailed in the attached employment agreement demonstrates that this appointment is necessary to fill the critically needed position of interim Fire Chief by March 13, 2025 because, among other things, to ensure the continuity of command within the Monterey Park Fire Department – particularly during the current state of local emergency related to recent fire storms and the current rainstorm events prompting widespread evacuation notices in burn areas. The City Council anticipates that the City Manager will swiftly fill the vacancy for Fire Chief and report back to the City Council once that is accomplished.

SECTION 3: This Resolution may be executed with electronic signatures in accordance with Government Code of the State of California §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 13<sup>th</sup> day of March 2025.


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Vinh T. Ngo  
Mayor

ATTEST:  
MAYCHELLE YEE, City Clerk

By: \_\_\_\_\_  
Cindy Trang,  
Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karl H. Berger, City Attorney

## EXHIBIT A

### AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND SCOTT HABERLE FOR TEMPORARY EMPLOYMENT AS INTERIM FIRE CHIEF GOVERNMENT CODE § 7522.56(F)(4) AND § 21221(H)

THIS AGREEMENT is entered into this \_\_\_\_ day of March 2025, by and between the City of Monterey Park, State of California, a general law City and municipal corporation (“City”) and Scott Haberle (“Haberle”) (collectively referred to as “the Parties”). The Parties agree as follows:

#### 1. RECITALS

- A. The City is in need to fill a vacancy on a temporary basis for a limited duration to assist with Fire Chief duties due to a vacancy in the Fire Chief position. This position has oversight and manages the Monterey Park Fire Department.
- B. Haberle is a retired annuitant under the California Public Employees’ Retirement System (“CalPERS”) and is limited in his ability to accept public employment without reinstatement pursuant to Government Code §21221(h), and may not work more than 960 hours within a fiscal year;
- C. Before his retirement, Haberle served as the Fire Chief for the City of Huntington Beach and, before that, Monterey Park. He therefore possesses the specialized skills and training required to perform the duties of the temporary assignment as described in Paragraph A;
- D. Haberle desires to provide temporary services to City under the terms of this Agreement and within the constraints of Government Code § 7522.56(F)(4) and § 21221(h) as a CalPERS retired public safety annuitant, and City desires to temporarily hire Haberle on these terms to provide specialized services of a limited duration, subject to the terms and conditions set forth in this Agreement.

#### 2. APPOINTMENT OF INTERIM FIRE CHIEF.

- A. As a retired public safety CalPERS annuitant, the City appoints Haberle on a work schedule determined by the City Manager, or designee not to exceed 960 hours in a single fiscal year. Haberle is required to track all hours worked and regularly report them to the City Manager, or designee.
- B. Haberle hereby agrees to faithfully and diligently perform the assigned duties as specified by this Agreement. Haberle is expected to devote reasonable and necessary time outside normal office hours to the business of the City. Any time spent working outside normal office hours must be

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tracked and reported to the City and will count towards the 960 hour limit as set forth in Government Code § 21221(h).

- C. The City hereby agrees to employ Haberle as a temporary employee of the City. Employment commences on the 13<sup>th</sup> day of March 2025 and ends not later than December 31, 2025.
- D. Haberle agrees to remain in the exclusive employ of the City while employed by the City, and to avoid any conflicting interests. Exclusive employment, however, is not construed to preclude occasional teaching, writing, speaking or consulting performed on the Haberle's time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City. Haberle agrees to provide written notification of any outside activity within the meaning of this provision. If Haberle works for any other CalPERS employer during the term of this Agreement, Haberle must notify City of this employment and disclose to the City on a periodic basis (at a frequency to be determined by City) the number of hours Haberle is performing work for the other employer to ensure that the maximum number of hours he may work each fiscal year is not exceeded.

### 3. SCOPE OF SERVICES.

- A. Haberle will perform the services needed to serve City which will include, without limitation, performing the functions and duties specified by statute and relevant City regulations for a Fire Chief, and to perform such other legally permissible and proper duties and functions as City may assign.
- B. Haberle is appointed as a temporary employee and will temporarily provide highly-specialized skills in connection with provision of Fire Chief services to City staff, City officials, and the community.
- C. The job description for Fire Chief is attached as "Exhibit A" to this Agreement and is incorporated by reference (the attachment may be added at the time of executing this Agreement). Haberle's duties may be modified in the future by the City Manager, or designee, in keeping with the specialized and limited nature of this appointment.

### 4. TERM AND TERMINATION.

- A. The employment of Haberle under this Agreement is at will. Nothing in this Agreement prevents, limits or otherwise interferes with the right of Haberle to resign at any time from his position with the City. Nothing in this Agreement prevents, limits or otherwise interferes with the right of the City to terminate the services of Haberle. Haberle has no property interest in this

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position.

- B. City may terminate this Agreement with or without cause at any time by serving Haberle with notification of such termination by mail, by email, or by City's Representative's verbal notice of termination followed by written confirmation of same served on Haberle by mail. Haberle may terminate this Agreement with or without cause upon 15 days written notice to City. City will compensate Haberle for his services and reimburse him for costs rendered through and including the effective date of any termination.
- C. Unless terminated sooner by either Haberle or the City as set forth in this Agreement, this Agreement shall expire automatically as of the first of the following to occur: (i) completion of the temporary assignment due to the appointment of a permanent Fire Chief; (ii) upon Haberle working the 960th hour pursuant to Government Code § 21221(h) inclusive of hours worked for other CalPERS Agencies during a single fiscal year; or (iii) September 30, 2025.
- D. Haberle serves at the pleasure of the City and nothing herein may be taken to imply or suggest a guaranteed term or tenure.
- E. As a CalPERS retired annuitant, hours paid for Haberle's services cannot exceed 960 hours for the fiscal year 2024/2025. Weekly hours will vary to ensure total hours worked will not exceed 960 hours for a single fiscal year limit set by Government Code § 21221(h). The City will have discretion and control over the amount of weekly work hours, hours scheduled to work, and days scheduled.
- F. The position held temporarily by Haberle is not part of a represented bargaining unit and he is not covered by the terms of any collective bargaining agreement with any represented or unrepresented group of City employees.
- G. The operative date of this Agreement is the date first written above and in this Agreement. This Agreement expires not later than December 31, 2025, but may be terminated sooner as set forth herein or based upon the City's needs, as determined in its sole discretion.

5. **COMPENSATION.** Haberle will be compensated for providing the services contemplated by this Agreement as follows:

- A. City agrees to pay Haberle for his services rendered pursuant to this Agreement based on performance of duties comparable to those performed by the regular Fire Chief, at an hourly rate of \$118.10. City confirmed that this hourly rate does not exceed the maximum monthly base salary (divided by 173.33 to equal an hourly rate) paid to other employees performing

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comparable duties as listed on the City's publicly available pay schedule. Payments will be made in installments in the same form and manner upon which other City employees are paid and include all applicable payroll taxes and withholdings.

- B. Haberle agrees that for his services rendered pursuant to this Agreement no other compensation, benefits, incentives, compensation in lieu of benefits, or any other form of compensation in addition to the hourly pay rate will be granted. CalPERS service credit will not be accrued and no additional retirement rights or benefits will be granted to Haberle.
- C. *Cost and Expense Reimbursement.* In addition to the foregoing compensation, CITY will reimburse Haberle for actual and necessary ordinary out-of-pocket expenses reasonably incurred in performance of the service provided to CITY pursuant to this Agreement.
- D. *Taxpayer Information.* Haberle agrees to attach a completed W-9 Form to this Agreement to facilitate tax reporting for payments made by CITY pursuant to this Agreement.

6. **CONFLICTS OF INTEREST.** Haberle represents that he does not have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of City that may be affected by the services to be provided to City pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. Haberle agrees to comply with City's conflict of interest code as adopted by the City Council.

7. **CITY PROPERTY AND PROPRIETARY INFORMATION.** Haberle agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by them incident to their employment belongs to the City and must be returned promptly to the City upon termination of Haberle's employment for any reason. Haberle's obligations under this subsection survive the termination of his employment and the expiration of this Agreement.

- A. "Proprietary Information" is all information and any idea pertaining in any manner to the business of the City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of the City in the course of their employment or otherwise produced or acquired by or on behalf of the City. All Proprietary Information not generally known outside of the City's organization, and all Proprietary Information so known only through improper means, are deemed "Confidential Information."
- B. During employment by the City, Haberle may use Proprietary Information,



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of doing the work or to exercise a measure of control over the work means that Haberle will follow the direction of the City as to end results of the work only.

**13. AUDIT OF RECORDS.** Haberle will maintain full and accurate records with respect to all services and matters covered under this Agreement. City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. Haberle will retain such financial and program service records for at least four years after termination or final payment under this Agreement.

**14. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

**15. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

**16. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**17. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

**18. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. City's City manager, or designee, may execute any such amendment on behalf of City.

**19. ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is

**EXHIBIT A**

delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

**20. EFFECTIVE DATE.** This Agreement is retroactively effective March 13, 2025.

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

CITY OF MONTEREY PARK

\_\_\_\_\_  
Inez Alvarez,  
City Manager


\_\_\_\_\_  
Scott Haberle

ATTEST:  
MAYCHELLE YEE, City Clerk

\_\_\_\_\_  
Cindy Trang,  
Deputy City Clerk

Taxpayer ID No. [ON FILE]

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karl H. Berger,  
City Attorney