

**CITY ADMINISTRATOR  
EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF PIEDMONT  
AND  
ROSANNA BAYON MOORE**

**I. PARTIES AND DATE**

This Agreement is entered into as of February 21, 2023, by and between the City of Piedmont, California, a municipal corporation (the “City”), and Rosanna Bayon Moore, an individual (the “City Administrator”). The City and the City Administrator are sometimes individually referred to as a “Party” and collectively as “Parties.”

- A. The City requires the services of a City Administrator.
- B. The City Administrator has the necessary education, experience, skills, and expertise to serve as the City’s City Administrator.
- C. The City Council of the City (the “City Council”) desires to employ the City Administrator to serve as the City Administrator of City.
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260, et seq.
- E. In consideration of these recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

**II. EMPLOYMENT**

The City hereby employs the City Administrator as its City Administrator, and the City Administrator hereby accepts such employment effective April 6, 2023. This Agreement remains in effect until either Party elects to terminate this Agreement pursuant to Section V below.

**III. EMPLOYMENT COMMITMENTS AND UNDERSTANDING**

A. City Administrator’s Commitments

(1) Duties & Authority

- (a) The City Administrator shall be the Chief Executive Officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.
- (b) The City Administrator shall perform all of the duties of the City Administrator as set forth in the City Charter, the City’s rules and regulations, the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.

- (c) The City Council may also designate the City Administrator as the Chief Executive of other City-related legal entities.
- (d) The City Administrator shall administer and enforce policies established by the City Council and shall have the following powers and duties in addition to those described in Section III.A(1)(b):
  - (i) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council, except as otherwise required by law. The City Administrator shall receive notice of all regular and special meetings of the City Council.
  - (ii) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council. The City Administrator may publicly endorse or oppose any proposed agenda items placed on the agenda by persons other than the City Administrator.
  - (iii) Direct the work of all City officers, employees, and departments that are the concern and responsibility of the City Council, except for the City Attorney. The City Administrator may undertake any study or investigation the City Administrator believes is necessary or desirable and shall make any study or investigation the City Council directs. The City Administrator shall endeavor to implement changes that the City Administrator believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.
  - (iv) Recommend to the City Council from time to time, adoption of such measures as the City Administrator may deem necessary or expedient for the health, safety, or welfare of the community, or for the improvement of administrative services.
  - (v) Consolidate or combine positions, departments, or units under the City Administrator's jurisdiction, subject to the requirements of the City Charter. The City Administrator may be the head of one or more City departments on an interim basis with the express approval of the City Council.
  - (vi) Conduct research in administrative practices in order to bring about greater efficiency and economy in City

government, and develop and recommend to the City Council short and/or long-range plans to improve City operations and prepare for improvements and growth.

- (vii) Provide management training and develop leadership qualities among City officers and employees, including through performance evaluations, as necessary to build a City staff that can plan for and meet future challenges.
- (viii) Exercise control of City government in emergencies as authorized by City regulations and California law.
- (ix) Abide by the International City/County Management Association Code of Ethics.

(2) Hours of Work

- (a) The City Administrator is an exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Administrator's position. The City Administrator does not have set hours of work as the City Administrator is expected to be available at all times.
- (b) It is recognized that the City Administrator must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end the City Administrator's schedule of work each day and week shall vary in accordance with the work required to be performed. While the City Administrator has discretion over the City Administrator's work schedule and work location, the City Administrator shall spend significant hours at City Hall to perform the City Administrator's duties.
- (c) The City Administrator shall not spend more than 8 hours per month in teaching, consulting, speaking, or other non-City connected business for which compensation is paid without the express prior consent of the City Council.

(3) Disability or Inability to Perform

In the event the City Administrator becomes mentally or physically incapable of performing the City Administrator's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate employment of the City Administrator to the extent permitted by law. If the City Council does elect to terminate employment of the City Administrator due to incapacity, the City Administrator shall receive all severance benefits provided in Section V.C below.

B. City Commitments

- (1) The City shall provide the City Administrator with the compensation, incentives, and benefits specified elsewhere in this Agreement.
- (2) The City shall provide the City Administrator with a private office, clerical support, office equipment, supplies, automobile allowance as set forth in Section IV.B(1) below, and all other facilities and services adequate for the performance of the City Administrator's duties.
- (3) The City shall pay for or provide the City Administrator reimbursement for all actual business expenses upon submission of receipts or invoices.
- (4) The City agrees to pay the travel and subsistence expenses, as well as professional dues and subscriptions, on behalf of the City Administrator to pursue official and other functions for the City, and to participate in meetings and occasions to continue the professional development of the City Administrator including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which the City Administrator serves as a member, including Cal Cities and the International City/County Management Association.
- (5) The City recognizes the desirability of representation in and before local civic and other organizations, and the City Administrator is authorized to become a member of civic clubs or organizations, for which the City shall pay membership dues.
- (6) Given the importance of technological tools to the effective and efficient business of City government, the City shall provide a computer, high-speed internet access, cellular phone, electronic calendar, fax, copy machine and similar devices to the City Administrator at the City's expense.

C. Mutual Commitments

- (1) Annual performance evaluations are an important way for the City Council and City Administrator to ensure effective communications about expectations and performance.
- (2) The City Council recognizes that for the City Administrator to respond to its needs and to grow in the performance of the City Administrator's job, the City Administrator needs to know how the City Council Members evaluate the City Administrator's performance. To assure that the City Administrator gets this feedback in a timely way, within sixty (60) days of the effective date of the City Administrator's employment, the City Council, in consultation with the City Administrator, shall establish

prioritized goals and objectives that will be used in evaluating the City Administrator for the 2023-24 fiscal year. The City Council shall conduct an evaluation of the City Administrator's performance within six (6) months from the effective date of the City Administrator's employment.

- (3) The Parties agree that an annual evaluation of the City Administrator shall occur in September of each year. During this annual review, the City Council, in consultation with the City Administrator, will prepare prioritized goals and objectives that will be used in evaluating the City Administrator in the coming fiscal year. City also agrees that during this annual review the City Council will consider all possible merit-based salary increases for the City Administrator.
- (4) All evaluations of the City Administrator shall occur in closed session only. When requested by the City Administrator, the City Council shall meet with the City Administrator in closed session within a reasonable period of time after the City Administrator has received an evaluation to discuss the evaluation. The City Administrator may also request evaluation sessions with the Council.

#### **IV. COMPENSATION**

The City agrees to provide the following compensation to the City Administrator during the term of this Agreement:

A. Compensation & Required Employer Costs

(1) Base Salary

Effective April 6, 2023, the annual salary for City Administrator shall be Two Hundred Seventy-Five Thousand Dollars (\$275,000) plus any cost of living adjustment provided to all City officers. The City Administrator shall be paid at the same intervals and in the same manner as regular City employees. The City shall not at any time during the term of this Agreement reduce the base salary, compensation, or other financial benefits of the City Administrator, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City officers.

B. Basic Benefits

(1) Automobile Allowance

The City Administrator shall be provided a monthly automobile allowance of Six Hundred Dollars (\$600.00) in exchange for making a vehicle available for the City Administrator's own use and for City-related business and/or functions during, before and after normal work hours.

The City Administrator may also use City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

(2) Benefits that Accrue to Other City Officers

The City Administrator shall be entitled to all benefits, rights, and privileges accorded to non-public safety City officers except that City Administrator shall be entitled to immediate posting of 18.75 days of vacation and shall begin accruing vacation at 25 days per annum beginning January 1, 2024. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City officers or other unclassified employees, this Agreement shall control.

(3) Internal Revenue Code Compliance

All provisions of this Section IV.B are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of any provision of this Section IV.B shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations, and the inability of the City to effectuate such requirements shall not constitute a breach of this Agreement.

## V. SEPARATION

A. Resignation/Retirement

The City Administrator may resign at any time and agrees to give the City at least 60 days advance written notice of the effective date of the City Administrator's resignation, unless the Parties otherwise agree in writing. If the City Administrator retires from full-time public service with the City, the City Administrator shall provide six months' advance notice. The City Administrator's actual retirement date will be mutually established.

B. Termination & Removal

The City Administrator is an at-will employee serving at the pleasure of the City Council as provided in Government Code section 36506. The City Council may remove the City Administrator at any time, with or without cause, by a majority vote of its members, except that should termination occur within 90 days following an election, removal will require a super-majority vote of the City Council. Notice of termination shall be provided to the City Administrator in writing. Termination as used in this Section shall also include a request that the City Administrator resign or retire, or elimination of the City Administrator's position. Any such notice of termination or act constituting termination shall be

given at or effectuated at a duly noticed regular meeting of the City Council. Given the at-will nature of the position of City Administrator, an important element of this Agreement pertains to termination. It is in both the City's interest and that of the City Administrator that any separation of the City Administrator is done in a businesslike manner.

C. Severance Pay

- (1) In the event the City Administrator is terminated by the City Council without cause as defined in Section V.E(1), then the City agrees to pay the City Administrator a lump sum cash payment equal to 6 months of her then current base salary, medical, dental and vision health benefits.
- (2) All payments required under Section V.C(1) are subject to and shall be interpreted to comply with the limitations set forth in Government Code section 53260.

D. Involuntary Resignation or Retirement

In the event that the City Council formally or a majority of the City Council informally asks the City Administrator to resign or retire, then the City Administrator shall be entitled to resign or retire and still receive the severance benefits provided in Section V.C(1) above.

E. Separation for Cause

- (1) Notwithstanding the severance provisions of Section V.C, the City Administrator may be terminated for cause at any time. Termination for cause means termination based upon (a) a malfeasance of any nature by the City Administrator occurring in the course and scope of the City Administrator's duties as City Administrator, or (b) a conviction or plea of guilty or nolo contendere, in a criminal action against the City Administrator individually involving any felony, crime of moral turpitude, or (c) violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, or conflict of interest.
- (2) In the event the City terminates the City Administrator for cause, then the City may terminate this Agreement immediately, and the City Administrator shall be entitled to only the compensation, vested leave balances, pension and insurance payments and balances accrued up to the date of termination, and such other termination benefits and payments as may be required by law or provided to other City officers. If the City Administrator is terminated for cause, then she shall not be entitled to any severance benefits provided by Section V.C.

## VI. MISCELLANEOUS PROVISIONS

### A. Provisions that Survive Termination

Many sections of this Agreement are intended by their terms to survive the City Administrator's termination of employment with the City including, but not limited to, Sections V.C and VI.D. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

### B. Amendments

This Agreement may be amended at any time only by a written, fully executed agreement of the Parties.

### C. Conflict of Interest

- (1) The City Administrator shall not engage in any business or transaction that would conflict or interfere with the performance of her duties as City Administrator, except as authorized by the City Council. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest.
- (2) Consistent with the requirements of all conflict of interest laws applicable to the City Administrator's City employment, she shall recuse herself from matters coming before her as City Administrator in which she has a prohibited personal or financial interest.
- (3) The City Administrator is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

### D. Indemnification

- (1) To the full extent of the law as provided by the California Torts Claims Act (Government Code section 810, et seq.), Labor Code section 2802 or other applicable law and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to the City Administrator, the City shall defend and indemnify the City Administrator against and for all losses, including reasonable attorney's fees and costs, sustained by the City Administrator in direct consequences of the discharge of the City Administrator's duties on the City's behalf for the period of the City Administrator's employment.
- (2) The City shall defend, save harmless and indemnify the City Administrator against any such claims, including reasonable attorney's fees and costs, whether for tort, professional liability claim or demand or



other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Administrator's duties as City Administrator, provided that such indemnity shall not extend to any judgment for damages arising out of any acts performed outside the course and scope of her employment. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Administrator's capacity as City Administrator, regardless of whether the notice of filing of a lawsuit or proceeding occurs during or following her employment with the City. This indemnity provision is in addition to any other rights or remedies that the City Administrator may have under the law. The City Administrator shall have no right to participate in any compromise or settlement of any such claim or suit.

- (3) In the event that the City Administrator shall serve as the Chief Executive of other City-related legal entities as provided in Section III.A(1)(c) above, then each provision of this Section VI.D shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between the City Administrator and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City-related legal entity, and shall indemnify and hold the City Administrator harmless against any failure or refusal by City-related legal entity to perform its obligations under this Section VI.D.

E. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

F. Laws Affecting Title

In addition to those laws affecting a City Administrator, the City Administrator shall have the same powers, rights, and responsibilities as a Chief Executive Officer, City Administrative Officer, Manager, and/or City Manager as those terms are used in local, state or federal laws as applicable to public employment.

G. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Alameda County, California.

H. Entire Agreement

This Agreement represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended only by a written, fully executed agreement of the Parties.

I. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which the City Administrator or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

(1) If to the City:

Mayor  
City of Piedmont  
120 Vista Avenue  
Piedmont, CA 94611

(2) If to the City Administrator:

Rosanna Bayon Moore  
[ADDRESS ON FILE]


**VII. EXECUTION**

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**CITY OF PIEDMONT**

**CITY ADMINISTRATOR**

Approved By:

  
\_\_\_\_\_  
Mayor Jennifer Cavanaugh

  
\_\_\_\_\_  
Rosanna Bayon Moore

Date: 2/21/23

Date: 2/21/23

ATTEST:

By:  \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

OAK #4885-9536-5455 v12

Date: 2/21/23

Date: 2/21/23

ATTEST:

By:   
City Clerk

APPROVED AS TO FORM:

By:   
Michelle Marchetta Kenyon, City Attorney

OAK #4885-9536-5455 v12