

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this July 6, 2018 by and between THE CITY OF PITTSBURG, hereinafter called and referred to as "CITY" and DONNA MOONEY hereinafter called and referred to as "EMPLOYEE."

RECITALS

CITY desires to employ EMPLOYEE as City Attorney of the City of Pittsburg, California and EMPLOYEE desires to serve in such capacity.

The City Council, as appointing authority and EMPLOYEE desire to agree in writing on the terms and conditions of EMPLOYEE's employment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the parties hereto do now agree as follow:

SECTION 1 DUTIES

(a) CITY hereby agrees to employ EMPLOYEE as City Attorney of the CITY; such duties are generally described in the classification specification attached as Exhibit A.

(b) The classification specification may change from time to time at CITY's sole discretion.

(c) EMPLOYEE shall perform their duties to the best of their ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the CITY.

(d) EMPLOYEE shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law.

SECTION 2 TERM

EMPLOYEE shall continue to be retained as the City Attorney of the CITY for a period of three (3) years commencing September 4, 2018 and ending on September 4, 2021.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Termination and Severance Pay, of this Agreement.

The parties recognize and reaffirm that: 1) EMPLOYEE is an "at will" employee whose employment may be terminated by the CITY without cause; 2) there is no express or implied promise made to EMPLOYEE for any form of continued employment; and 3) this Agreement is the sole and exclusive basis for the employment relationship between EMPLOYEE and CITY.

At least six (6) months prior to the expiration of the Term, each party shall endeavor to provide the other party with its written notice of intention to negotiate a new Employment Agreement, amend the existing Agreement, or end the employment relationship at the Term's conclusion. However, noncompliance with this six (6) month notice provision shall not be construed to extend the term of this Agreement beyond the date first set forth in this Section or to otherwise modify any term of this Agreement.

SECTION 3 TERMINATION AND SEVERANCE PAY

(a) The City Council may terminate this Agreement for convenience at their absolute discretion upon thirty (30) days written notice to EMPLOYEE. If EMPLOYEE is terminated by the City Council for (1) conviction of a felony; (2) conviction of any illegal act involving moral turpitude or personal gain; (3) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain; or (4) conviction of misdemeanor that causes the City Council to lose confidence in EMPLOYEE's ability to perform their job, the City Council shall have no obligation to provide thirty (30) days advance written notice or to pay the severance pay set forth in this section.

(b) In the event the City Council terminates the EMPLOYEE without cause during the term of this Agreement, the CITY shall compensate EMPLOYEE by (1) providing a lump sum cash payment at the time of termination equal to eight (8) months of EMPLOYEE's monthly base salary and (2) continuing the EMPLOYEE's current health insurance coverage for six (6) months through COBRA participation.

(c) In the event EMPLOYEE voluntarily resigns their position with CITY at any time during the term of this Agreement, then EMPLOYEE shall give CITY no less than sixty (60) days written notice, unless the parties otherwise agree. Failure of EMPLOYEE to give the required sixty (60) days written notice will result in a pro-rata reduction in benefits normally payable to resigning City employees, such as, but not limited to, accrued vacation payment, sick leave payment, and the like. Voluntary resignation by EMPLOYEE will result in a loss of all severance pay to him by CITY. Any appeal of such loss of severance pay shall be submitted by EMPLOYEE to the City Clerk within five (5) calendar days of receipt of written notice of termination.

SECTION 4 DISABILITIES

If EMPLOYEE is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twelve (12) weeks during any twelve (12) month period, whichever is greater, then CITY shall have the option to terminate this Agreement, subject to the severance requirements of Section 3, Termination and Severance Pay.

SECTION 5 COMPENSATION

CITY agrees to pay EMPLOYEE for their services rendered hereunder at an annual rate of \$185,000.00 (one hundred eighty-five thousand dollars and zero cents) which sum shall be considered base salary and shall be payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholdings.

In addition, City Council agrees to propose adjusting said base salary and other benefits of EMPLOYEE, subject to the performance evaluation process described in Section 6, Evaluation of Performance, of this Agreement, which shall be merit based after the first year of employment hereunder. Any increase to base salary or adjustments to benefits require the approval of the City Council and the City Council is not obligated to adopt the Mayor's proposal.

SECTION 6 EVALUATION OF PERFORMANCE

(a) City Council shall review and evaluate the performance of EMPLOYEE at least annually or at other times chosen by the City Council. Said review and evaluation shall be in accordance with specific criteria developed by the City Council with consultation from EMPLOYEE. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with EMPLOYEE. Further, the City Council shall provide EMPLOYEE with a summary written statement of the findings of the City Council and provide an adequate opportunity for EMPLOYEE to discuss their evaluation with the City Council. Such evaluations shall provide the basis for any merit pay provided herein.

(b) The City Council and EMPLOYEE shall periodically define such goals and performance objectives which they determine necessary for the proper completion of EMPLOYEE's duties, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall

generally be reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

SECTION 7 HOURS OF WORK

It is recognized that EMPLOYEE may be required to devote a great deal of time outside the normal office hours to business of the CITY, and to that end, EMPLOYEE shall be allowed to take administrative time off from work as provided in Section 10, Vacation, Sick, and Other Supplemental Benefits, of this Agreement.

EMPLOYEE shall be allowed to establish a flexible work schedule subject to the City Council's review and approval.

SECTION 8 INSURANCE

CITY shall make available to EMPLOYEE and eligible dependents the same health insurance, dental insurance, disability insurance, life insurance, and other insurance plan participation as is provided to all other members as identified in the Senior Executive Team Salary and Benefits Schedule of the CITY. A copy of this salary and benefit schedule, as of the effective date of this Agreement, is attached as Exhibit B.

SECTION 9 AUTOMOBILE AND EQUIPMENT

EMPLOYEE shall receive, in lieu of reimbursement for mileage or automobile expenses and in lieu of access to CITY's motor pool vehicles, a \$450 (four hundred fifty dollars and zero cents) monthly automobile allowance.

EMPLOYEE may have, at EMPLOYEE's option, a CITY-provided cellular phone and may use such cellular phone consistent with the City Manager's Administrative Order and/or other CITY administrative regulations.

SECTION 10 VACATION, SICK & OTHER SUPPLEMENTAL BENEFITS

CITY shall provide EMPLOYEE with vacation, sick, holiday, and administrative leave in the same manner as provided to all other department directors of the CITY. CITY shall provide EMPLOYEE with all other benefits as provided to department directors. As used herein, benefits include, but are not limited to, vacation, sick leave,

holidays, retirement (PERS) benefits and payments, health insurance, deferred compensation contributions, and educational tuition reimbursement.

SECTION 11 DUES AND SUBSCRIPTIONS

CITY shall pay for the professional dues and subscriptions of EMPLOYEE necessary for their continuation and full participation in the State Bar of California and Public Law and Real Property Law Sections, and Contra Costa Bar Association.

SECTION 12 PROFESSIONAL DEVELOPMENT

At the time of the execution of this Agreement, the parties acknowledge that EMPLOYEE is or will be a member of the organization(s) described in **Section 11, Dues and Subscriptions**, above. As such, EMPLOYEE will maintain an active membership, and is, in some cases, obligated to attend various meetings, activities and seminars of said organization(s). As well, other organizations such as the League of California Cities sponsor and offer short courses, institutes, seminars, and the like, the attendance at which by EMPLOYEE would be necessary for their professional development and would be beneficial to CITY. Accordingly, and subject to budgetary constraints, time limitation and convenience of CITY and EMPLOYEE, EMPLOYEE is permitted and encouraged, and in some instances required by CITY, to attend such of said meetings, activities, seminars, courses, institutes, and the like as may be permitted by the City Council, in consultation with EMPLOYEE. EMPLOYEE's travel, subsistence, and other expenses associated in connection with the same shall be governed in accordance with applicable CITY policy.

SECTION 13 CONFLICT OF INTEREST

EMPLOYEE understands that their professional responsibility under the terms of this Agreement is solely to CITY. Other than those items specifically and previously disclosed, EMPLOYEE warrants that he presently has no interest and will not acquire any direct or indirect interest that would conflict with their performance of duties under this Agreement.

EMPLOYEE agrees to remain in the exclusive employment of the CITY during the term of this Agreement.

SECTION 14 RESOLUTION OF DISPUTES

(a) If either party brings an action to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees and costs. Prior to either party

commencing litigation, the parties shall mutually agree to voluntary mediation and shall mutually agree upon the mediator and shall equally divide the cost of mediation.

(b) If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE or its successor in interest ("JAMS") and JAMS shall provide the parties with the names of five (5) qualified mediators. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, the Mayor or his/her designee and the EMPLOYEE shall alternatively strike one name from the list until one name remains and such person shall serve as the mediator. The next to the last name stricken shall be the alternate mediator to serve in the event the first mediator is not available. The procedure shall be followed until there is an available mediator.

(c) If the dispute remains unresolved after mediation, either party may commence litigation.

(d) The CITY retains the right to discontinue severance payments under Section 3, Termination and Severance Pay, herein pending resolution of any disputes.

SECTION 15 ENTIRE AGREEMENT

This Agreement is the final and complete expression of the discussions, understandings and agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

SECTION 16 ASSIGNMENT

This Agreement is not assignable by either CITY or EMPLOYEE.

SECTION 17 SEVERABILITY

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF PITTSBURG

By 
Dwaine "Pete" Longmire
Mayor

EMPLOYEE

By 
Donna Mooney

**EMPLOYMENT AGREEMENT
Amendment #1**

THIS AMENDMENT TO THE EMPLOYMENT AGREEMENT, entered into this September 8, 2019 by and between THE CITY OF PITTSBURG, hereinafter called and referred to as "CITY" and Donna Mooney, hereinafter called and referred to as "EMPLOYEE."

Amendment to Section 2, Term

EMPLOYEE shall continue to be retained as the City Attorney of the CITY for an additional year ending on September 4, 2022.

Amendment to Section 5, Compensation

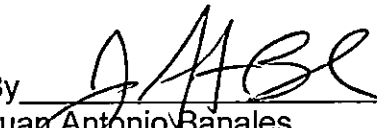
CITY and EMPLOYEE agree to amend Section 5, Compensation, by changing the annual rate of pay from \$185,004 to \$209,794 to reflect an 8% equity adjustment and 5% merit adjustment effective September 8, 2019.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF PITTSBURG

EMPLOYEE

By



Juan Antonio Banales
Mayor

By



Donna Mooney
City Attorney

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to the Principal Agreement made and entered into on July 6, 2018, hereafter referred to as Agreement, between Donna Mooney, an individual, therein referred to as Employee, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 20th day of September, 2021.

WHEREAS, the parties entered into an Agreement on July 6, 2018, for City Attorney services for a term of three years commencing September 4, 2018, and ending on September 4, 2021; and

WHEREAS, the parties entered into a First Amendment titled "Employment Agreement Amendment #1" on September 8, 2019, to increase the term by one year and increase compensation; and

WHEREAS, the parties desire to amend the Agreement to extend the term and increase the compensation.

NOW, THEREFORE, Employee and City do mutually agree as follows:

1. Term. The first paragraph of Section 2 of the Agreement is hereby amended to read as follows:

EMPLOYEE shall continue to be retained as the City Attorney of the CITY for a period of six (6) years commencing September 4, 2018, and ending on September 4, 2024.

2. Compensation. The first paragraph of Section 5 of the Agreement is hereby amended to read as follows:

CITY agrees to pay EMPLOYEE for her services rendered hereunder at a monthly rate of \$20,240.00 which sum shall be considered base salary and shall be payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholdings.

3. Deferred Compensation. Section 5.1 is hereby added to the Agreement to read as follows:

SECTION 5.1 DEFERRED COMPENSATION

CITY shall reduce EMPLOYEE's annual vacation accrual up to eighty (80) hours and contribute the cash value of this reduction, based on EMPLOYEE's base salary, as an employer contribution to EMPLOYEE's Internal Revenue Code 401(a) deferred compensation plan. Such reduction in vacation accrual and deferred compensation

contribution shall be payable in installments at the same time as other employees of the City are paid.

4. Integration. This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect.


5. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control in all respects.

6. Ambiguities. The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

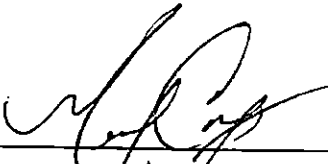
IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

EMPLOYEE

CITY OF PITTSBURG

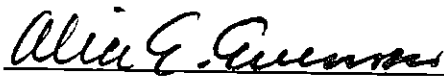
By: 

Donna Mooney

By: 

Merl Craft, Mayor

ATTEST:

By: 

Alice Evenson, City Clerk

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to the Principal Agreement made and entered into on July 6, 2018, hereafter referred to as Agreement, between Donna Mooney, an individual, therein referred to as Employee, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this [1st] day of [July], 2022.

WHEREAS, the parties entered into an Agreement on July 6, 2018, for City Attorney services for a term of three years commencing September 4, 2018, and ending on September 4, 2021; and

WHEREAS, the parties entered into a First Amendment titled "Employment Agreement Amendment #1" on September 8, 2019, to increase the term by one year and increase compensation; and

WHEREAS, the parties entered into a Second Amendment on September 21, 2022, to extend the term and increase the compensation; and

WHEREAS, the parties desire to amend the Agreement to extend the term and add an automatic renewal, increase the compensation effective [July 1], 2022, and establish an annual cost of living adjustment.

NOW, THEREFORE, Employee and City do mutually agree as follows:

1. Term. The first paragraph of Section 2 of the Agreement is hereby replaced to read as follows:

EMPLOYEE's employment will commence September 4, 2018, and shall continue until September 4, 2025, or the date of earlier termination in accordance with provisions in this Agreement. On September 4, 2023, and on each succeeding September 4 while this Agreement is in effect, this Agreement shall be automatically extended for one (1) additional year unless six (6) months prior to the date the City Council notifies EMPLOYEE of its intent not to extend the Agreement for one additional year. City's election not to extend this Agreement shall not entitle EMPLOYEE to Severance pursuant to Section 3 of this Agreement.

2. Compensation. Section 5 of the Agreement is hereby amended to read as follows:

CITY agrees to pay EMPLOYEE for her services rendered hereunder at a monthly rate of \$21,252 per month, which sum shall be considered base salary and shall be payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholdings.

In addition, City Council agrees to proposing said base salary and other benefits of EMPLOYEE, subject to the performance evaluation process described in Section 6,

Evaluation of Performance, of this Agreement, which shall be merit based after the first year of employment hereunder. Any increase to base salary or adjustments to benefits require the approval of the City Council and the City Council is not obligated to adopt the Mayor's proposal.

On September 4, 2023, and each succeeding September 4 while this Agreement is in effect, the EMPLOYEE's base salary shall be increased no greater than the San Francisco Bay Area Consumer Price Index, All Consumers and no less than Two Percent (2.0%). The City Council will determine the percentage of the annual cost of living adjustment. Should all of the bargaining groups in the City of Pittsburg not receive a salary increase during the fiscal year, the City Council may elect to not extend the cost of living adjustment in this Section.

3. Integration. This Third Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Third Amendment. This Third Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect.

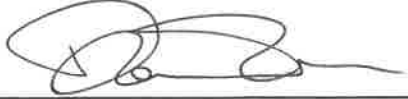
4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the Agreement, the provisions of this Third Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Third Amendment and have agreed to each term of this Third Amendment. No ambiguity shall be presumed to be construed against either party.

IN WITNESS WHEREOF, the parties have entered into this Third Amendment on the day and year first hereinabove appearing.

EMPLOYEE

CITY OF PITTSBURG


By: 

Donna Mooney

By: 

Holland Barrett White, Mayor

ATTEST:

By: 

Alice Evenson, City Clerk

SCANNED

DEC 15 2022

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourth Amendment to the Principal Agreement made and entered into on July 16, 2018, hereafter referred to as Agreement, between Donna Mooney, an individual, therein referred to as Employee, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 3rd day of September 2023.

WHEREAS, the parties entered into an Agreement on July 16, 2018, for City Attorney services for a term of three years commencing September 4, 2018, and ending on September 4, 2021; and

WHEREAS, the parties entered into a First Amendment titled "Employment Agreement Amendment #1" on September 8, 2019, to increase the term by one year and increase compensation; and

WHEREAS, the parties entered into a Second Amendment on September 21, 2022, to extend the term and increase the compensation; and

WHEREAS, the parties entered into a Third Amendment on July 1, 2022, to provide for an automatic extension of the term, increase the compensation, and establish an annual cost-of-living adjustment; and

WHEREAS, the parties seek to amend the Agreement to increase the compensation by making a cost-of-living adjustment in the amount of four percent for this year beginning September 3, 2023, and four percent for next year beginning the first pay period in September 2024.

NOW, THEREFORE, Employee and City do mutually agree as follows:

1. Compensation. Section 5 of the Agreement is hereby amended as follows:

CITY agrees to pay EMPLOYEE for services rendered hereunder at a monthly rate of \$ 22,102 per month, which sum shall be considered base salary and shall be payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholdings. Effective the first pay period in September 2024, the base salary shall be increased by a four percent (4%) cost-of-living adjustment, to \$22,986 per month.

On September 4, 2025, and each succeeding September 4 while this Agreement is in effect, the EMPLOYEE's base salary shall be increased no greater than the San Francisco Bay Area Consumer Price Index, All Consumers and no less than Two Percent (2.0%). The City Council will determine the percentage of the annual cost of living adjustment. Should all of the bargaining groups in the City of Pittsburg not receive a salary

increase during the fiscal year, the City Council may elect to not extend the cost of living adjustment in this section.

2. Integration. This Fourth Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Fourth Amendment. This Fourth Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect.

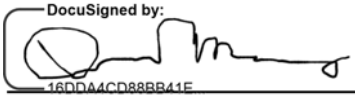
3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Fourth Amendment and the Agreement, the provisions of this Fourth Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this Fourth Amendment and have agreed to each term of this Fourth Amendment. No ambiguity shall be presumed to be construed against either party.

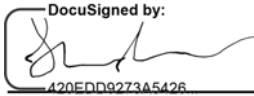
IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment on the day and year first hereinabove appearing.

EMPLOYEE

CITY OF PITTSBURG

By: 
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Donna Mooney

By: 
420EDD9273A5426

Shanelle Scales-Preston, Mayor

Certificate Of Completion

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Subject: Complete with DocuSign: City Attorney contract - Fourth Amendment (10.2.2023).pdf	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jennifer Brizel
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	65 Civic Ave
	Pittsburg, CA 94565
	jbrizel@pittsburgca.gov
	IP Address: 107.1.56.110

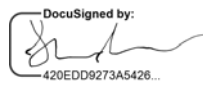
Record Tracking

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Storage Appliance Status: Connected	Pool: City of Pittsburg	Location: DocuSign

Signer Events

Shanelle Scales-Preston
 SScalesPreston@pittsburgca.gov
 Security Level: Email, Account Authentication (None)

Signature



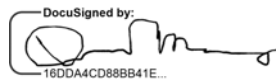
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Electronic Record and Signature Disclosure:
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Donna Mooney
 dmooney@pittsburgca.gov
 Security Level: Email, Account Authentication (None)



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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Melaine Venenciano
 MVenenciano@pittsburgca.gov
 Security Level: Email, Account Authentication (None)



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Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/10/2023 10:32:17 AM
Completed	Security Checked	10/10/2023 10:32:18 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
