



# City of San Leandro

Meeting Date: December 7, 2020

## Staff Report

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**File Number:** 20-547

**Agenda Section:** ACTION ITEMS

**Agenda Number:** 10.A.

**TO:** City Council

**FROM:** Jeff Kay  
City Manager

**BY:** Jeff Kay  
City Manager

**FINANCE REVIEW:** Susan Hsieh  
Finance Director

**TITLE:** Staff Report for a City of San Leandro City Council Resolution Approving an Employment Agreement for an Interim City Manager

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### SUMMARY AND RECOMMENDATIONS

City Manager and staff recommend that the City Council approve an Interim City Manager employment agreement with Fran Robustelli with an effective date of December 21, 2020.

### BACKGROUND

Jeffrey Kay has served as the City of San Leandro City Manager since 2018 and spent a total of 11 years with the organization in multiple positions. Earlier this year, Mr. Kay announced that he would be leaving his position with the City of San Leandro effective December 31, 2020 to accept the City Manager position in the City of Healdsburg.

The City Council interviewed several candidates for the position of Interim City Manager. At the conclusion of those interviews, the City Council selected Fran Robustelli to serve in the interim position while the City recruits for the permanent position. Ms. Robustelli most recently served as the Interim City Manager for the City of Clayton. Prior to that appointment, Ms. Robustelli served as the Assistant City Manager for the City of Napa, and as the Assistant and Interim City Manager for the City of Walnut Creek. She has over 25 years of local government experience working in diverse communities and multi-service organizations with a proven track record of building top performing teams and the successful implementation and administration of strategic organizational policies, programs and initiatives. Ms. Robustelli would begin her role effective December 21, 2020, and the contract would run until a permanent City Manager is appointed unless otherwise determined by the City Council.

The proposed employment agreement provides a salary of \$236,703 and the same supplemental benefits provided to department heads under the San Leandro Management Organization Memorandum of Understanding. The salary schedule is in accordance with California Code of Regulations Section 570.5, which requires that salary schedules be duly approved and adopted

by our governing body.

The City Council is currently in the process of selecting an executive recruitment firm to conduct a comprehensive recruitment for a new City Manager.

**Fiscal Impacts**

There is no negative fiscal impact. The proposed salary for the Interim City Manager is less than the current budgeted salary for the City Manager position.

**ATTACHMENT(S)**

- Interim City Manager Employment Agreement and Salary Schedule

**PREPARED BY:** Emily Hung, Human Resources Manager and Richard D. Pio Roda, City Attorney

INTERIM CITY MANAGER  
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SAN LEANDRO (“City”) and Frances (“Fran”) Robustelli (“Employee”) and is dated for convenience this\_\_ day of \_\_\_\_\_, 2020.

**Recitals**

City desires to employ Fran Robustelli as Interim City Manager of the City of San Leandro.

Fran Robustelli desires to serve as Interim City Manager of the City of San Leandro.

The City Council, as the appointing authority, and Fran Robustelli desire to agree in writing to the terms and conditions of Fran Robustelli's employment as Interim City Manager.

**AGREEMENT**

**1. DUTIES**

- a. City agrees to employ Fran Robustelli as Interim City Manager of the City of San Leandro to perform the functions and duties of the City Manager specified in the City Charter, ordinances and resolutions of City. Employee shall also perform other legally permissible and proper duties and functions as the City Council may from time to time assign.
- b. Employee shall perform her duties to the best of her abilities in accordance with the highest possible and ethical standards of the profession and shall comply with all general rules and regulations established by the City.
- c. Employee shall not engage in any activity that is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement, and annually thereafter, Employee must complete disclosure forms required by law.

**2. TERM**

- a. Employee agrees to serve in the position of Interim City Manager effective December 21, 2020 until a new City Manager is appointed by the City Council and commences their duties in the position. If Employee is appointed by the City Council to be the permanent City Manager, this agreement shall terminate upon execution of a new City Manager agreement with Employee.

- b. This agreement may be terminated by either party in accordance with the provisions set forth in Paragraph 3 or terminated in the event of the death or permanent disability of Employee.
- c. Employee agrees to remain in the exclusive employ of the City during the term of this Agreement.

**3. RESIGNATION AND TERMINATION**

- a. Employee may resign at any time with or without cause and agrees to give City at least sixty (60) days advance written notice of the effective date of her resignation.
- b. Subject to the provisions of the Charter, City may at any time terminate Employee upon thirty (30) days advance written notice.
- c. The parties recognize and affirm that: 1) Employee is an “at will” employee whose employment as Interim City Manager may be terminated by the City, and 2) There is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and City.

**4. SALARY**

Effective December 21, 2020, City agrees to pay Employee on a pro rata basis an annual salary of \$236,703.

**6. OTHER SUPPLEMENTAL BENEFITS**

City shall provide to Employee, on an annualized basis, the benefits described and defined in the current San Leandro Management Organization Memorandum of Understanding, in addition to any other benefits as included in operative City policies, procedures and applicable agreements for management employees and as they may be amended from time to time, including CalPERS retirement benefits legally applicable to Employee. All actions taken by the City relating to benefits for management employees shall be considered actions granting the same benefits to Employee.

**7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The City Council, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement or law. Employee is not granted a car allowance.

**8. NOTICES**

Any notices required by this Agreement shall be in writing and given in person, or sent electronically or by first class mail with postage prepaid and addressed as follows:

TO CITY: City Council  
c/o Mayor Pauline Russo Cutter  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577  
[pcutter@sanleandro.org](mailto:pcutter@sanleandro.org)

with a copy to: Richard D. Pio Roda  
City Attorney  
rpioroda@meyersnave.com

TO EMPLOYEE: Fran Robustelli  
Interim City Manager  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577  
Frances.marierobo@gmail.com

**9. ARBITRATION**

Any controversy or claim arising out of or pertaining to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be enforced as provided by California law.

**10. ENTIRE AGREEMENT**

This Agreement is the final expression of the complete 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.

**11. ASSIGNMENT**

This Agreement is not assignable by either City or Employee.

**12. 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.

**13. COUNTERPARTS**

This Agreement may be executed simultaneously in three counterparts, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk. It has also been executed by the Employee.

\_\_\_\_\_  
Fran Robustelli, Employee

\_\_\_\_\_  
Pauline Russo Cutter, Mayor  
City of San Leandro

ATTEST:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk,

APPROVED AS TO FORM

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

3629852.1

**CITY OF SAN LEANDRO**  
**Interim City Manager Classification**  
**Effective 12/21/2020**

<b>CLASSIFICATION</b>	<i>Monthly</i>
Interim City Manager	\$ 19,725



# City of San Leandro

Meeting Date: December 7, 2020

## Resolution - Council

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**File Number:** 20-546

**Agenda Section:** ACTION ITEMS

**Agenda Number:**

**TO:** City Council

**FROM:** Jeff Kay  
City Manager

**BY:** Jeff Kay  
City Manager

**FINANCE REVIEW:** Susan Hsieh  
Finance Director

**TITLE:** RESOLUTION of the City of San Leandro City Council Approving an Employment Agreement for an Interim City Manager

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WHEREAS, an employment agreement between the City of San Leandro and Fran Robustelli as Interim City Manager is presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said agreement and salary schedule are hereby approved and execution is hereby authorized; and
2. That an original executed agreement shall be attached to and made a part of this resolution.