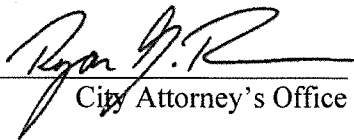


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FILED
OFFICE OF THE CITY CLERK
OAKLAND

Approved as to Form and Legality


City Attorney's Office

OAKLAND CITY COUNCIL
RESOLUTION NO. 91227 C.M.S.

INTRODUCED BY HONORABLE MAYOR BARBARA LEE

RESOLUTION (1) CONFIRMING THE MAYOR'S APPOINTMENT OF ELIZABETH LAKE AS INTERIM CITY ADMINISTRATOR; AND (2) AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH ELIZABETH LAKE ON BEHALF OF THE CITY

WHEREAS, Oakland City Charter Article III, Section 305 (e), among other things, grants the Mayor the power to "appoint the City Administrator, subject to confirmation by the City Council" and to remove the City Administrator after providing the Council notice thereof; and

WHEREAS, City Administrator Jestin Johnson gave notice of his resignation from the position of City Administrator effective July 15, 2026; and

WHEREAS, to ensure service delivery for the City of Oakland and in light of impending time constraints imposed by current and upcoming project timelines and deadlines, Mayor Lee wishes to fill the City Administrator position on an interim basis while the Mayor completes a search process to recruit and hire a new City Administrator to serve the City of Oakland; and

WHEREAS, the Mayor intends to appoint Elizabeth ("Betsy") Lake (she/her) as Interim City Administrator, subject to City Council approval, commencing on July 15, 2026; and

WHEREAS, the Mayor has identified Elizabeth Lake as the best candidate for the interim appointment based on more than 30 years of legal, administrative, and managerial experience, including her current service as an Assistant City Administrator, her more than 20 years of experience advising public and private agencies on real estate, land use, and energy projects throughout California, and her work on major redevelopment efforts with the cities of Oakland and Richmond, such as the Army Base Project in Oakland and the Mira Flores Project in Richmond; and

WHEREAS, Oakland City Charter Article V section 501 provides that the City Administrator shall receive the salary fixed by the Council, and that the City Administrator shall be appointed for an indefinite term and shall serve at the pleasure of the Mayor; and

WHEREAS, pursuant to Article IV, section 400 of the Oakland City Charter, the City Administrator may be hired by contract for a term not exceeding four years, provided that no such contract shall prevent the Mayor from removing the City Administrator at any time; and

WHEREAS, pursuant to Article III Section 305(e) and Article V Section 500 of the Oakland City Charter, Mayor Lee has appointed Elizabeth Lake as the Interim City Administrator commencing at 12:00 a.m. on July 15, 2026, subject to confirmation by the City Council and subject to Mayor Lee's powers under the City Charter to remove Lake at any time; and

WHEREAS, Mayor Lee's appointment of Elizabeth Lake as Interim City Administrator is for the purpose of providing continuity until she completes the recruitment process for a City Administrator; now, therefore, be it

RESOLVED: That the City Council hereby confirms Mayor Lee's appointment of Elizabeth Lake to serve as the Interim City Administrator commencing at 12:00 a.m. on July 15, 2026; and be it

FURTHER RESOLVED: That the Mayor hereby is authorized to execute an employment agreement, attached hereto as Exhibit A, with Elizabeth Lake for a salary of \$33,735.28 per month, for the period commencing at 12:00 a.m. on July 15, 2026 and ending at 11:59 p.m. on January 15, 2027 or such earlier date as the Mayor terminates the appointment; and be it

FURTHER RESOLVED: That funding for the contract will be drawn from the vacant budget City Administrator position; and be it

FURTHER RESOLVED: That the agreement and other actions authorized hereunder shall be reviewed and approved by the City Attorney for form and legality prior to execution and filed with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA,

JUL 7 - 2026

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, FIFE, GALLO, HOUSTON, ~~RAMACHANDRAN~~, UNGER, WANG, AND
~~PRESIDENT JENKINS~~ - 6

NOES - *Ramachandran & Jenkins* - 2

ABSENT - 0

ABSTENTION - 0

ATTEST:



ASHA REED

City Clerk and Clerk of the Council of the
City of Oakland, California

EXHIBIT A

Employment Agreement

This Employment Agreement ("Agreement") is made and entered into on July 8, 2026 by the City of Oakland ("City") and Elizabeth Lake ("Lake"). The City and Lake are sometimes referred to in the Agreement individually as the "party" and collectively as the "parties."

Section 1. Position.

The City agrees to employ Lake as Interim City Administrator effective July 15, 2026. The purpose of Lake's appointment is to provide continuity in light of the conclusion of City Administrator Johnson's employment, while the Mayor completes her search for and the Council confirms the appointment of a City Administrator. Pursuant to City Charter section 902(a), the City Administrator position is not a civil service classification and is not subject to the Oakland Civil Service Rules. In accord with City Charter section 504(m), Lake shall devote her entire time and attention to rendering services to the City required by the position of City Administrator.

Section 2. Compensation.

- A. Lake shall be paid according to the current City Administrator salary ordinance range on a monthly basis in the amount of thirty-three thousand seven hundred thirty-five dollars and twenty-eight cents (\$33,735.28). The annual total salary is four hundred four thousand eight hundred twenty-three dollars and thirty-six cents (\$404,823.36). The monthly salary shall be payable in accordance with the City's payroll policies less all required withholdings and deductions.
- B. Lake will continue to be eligible for employee benefits, including but not limited to medical, dental, vision and executive employee level benefits provided by the City.
- C. Lake will accrue and receive compensation for any leave for which the City Administrator position is eligible in accordance with the provisions of the Memoranda Of Understanding ("MOU") between the City and its various collective bargaining units, which may be modified by a successor MOU, or City policies, including but not limited to vacation, management, executive and sick leave.
- D. Lake will receive an Auto Allowance of seven hundred and fifty dollars (\$750) per month.
- E. Lake will continue to be enrolled in the CalPERS retirement system.

Section 3. Deferred Compensation.

The City shall not provide any matching of deferred compensation.

Section 4. Term and Termination of Employment.

- A. This Employment Agreement shall be for the term commencing on July 15, 2026 and ending at midnight on January 15, 2027 ("Term"), subject to the parties' acknowledgement and agreement that this Agreement will terminate at midnight on January 15, 2027 or such earlier date as the Mayor terminates this agreement.
- B. Pursuant to the Oakland City Charter, the City Administrator serves at the Mayor's pleasure; however, the City Administrator may be hired by contract for a term not exceeding four years, provided that no such contract shall prevent the Mayor from removing the City Administrator at any time. Accordingly, the Mayor may terminate this agreement with Lake at any time with or without good cause and without prior notice. If the Mayor terminates this Agreement, Lake will be entitled solely to any accrued unpaid compensation provided under this Agreement up to the effective date of termination of the agreement, less all required withholdings and deductions. Lake will be entitled to a severance payment equal to six (6) months of her annual base salary.
- C. If Lake decides to voluntarily terminate her role as Interim City Administrator pursuant this Agreement with the City, she shall provide the City with two weeks (14 days) advance written notice unless the Mayor in her sole judgment and discretion waives this notice requirement. Upon the effective date of termination of the Agreement, Lake shall receive only the unpaid accrued compensation to which she is entitled under this Agreement.
- D. In the event Lake dies during the Term of this Agreement, Lake's beneficiaries or those entitled to her estate, shall be entitled to Lake's accrued unpaid compensation up to the effective date of her death, less all required withholdings and deductions.

Section 5. Parking.

During the Term of this Agreement, the City shall provide an assigned parking space in the City Hall garage.

Section 6. Telecommunication.

During the Term of this Agreement, Lake will continue to be eligible to receive at City expense a smart phone with email and cell service, internet service, and a laptop computer with the capacity for remote access.

Section 7. Professional Membership/Conference Attendance.

The City agrees to pay for Lake's reasonable travel and subsistence expenses for legitimate City business purposes, provided that Lake provides documentation to support such expenses.

Section 8. Performance Evaluations.

The City may periodically review Lake's performance subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Mayor and Lake. At a minimum, the process shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Lake within 10 days of the evaluation meeting.

Section 9. Non-Disclosure of Confidential Information.

The Parties acknowledge that as Interim City Administrator, Lake is the highest appointed official and an officer of the City. In that capacity she is responsible for, among other things, executing and enforcing all laws and City policies and administering the City's affairs, controlling and administering the City's financial affairs, and supervising, purchasing, and contracting for the City. Lake acknowledges that, solely by reason of entering into this Agreement and her employment with the City, City Confidential Information, as defined below, may be discovered by or disclosed to her. Lake agrees that she shall not at any time or in any manner, either directly or indirectly, whether or not for compensation, use, divulge, disclose or otherwise communicate to any person, firm, corporation or any other entity in any manner whatsoever any Confidential Information concerning any matters affecting or relating to the business of City except for the benefit of the City and only with the express written permission of the Mayor, Mayor's successor or Mayor's designee after the termination of her employment with the City. Such Confidential Information includes but is not limited to, attorney-client privileged communications, confidential and privileged closed session communications/records, the identification of any of City's licensees, sub-licensees, or any of the information concerning the business of the City, its manner of operation, its plans, and/or other proprietary data where such information is not publicly known and is not otherwise subject to public inspection or disclosure.

Section 10. Conflict of Interest.

Lake agrees that during or after the Term of this Agreement, she will not, directly or indirectly, participate in or in any way represent, provide advice or input or any other information or assistance/advice to any party who is negotiating with the City any agreement, seeking award of any contract or seeking any grant, permit or any other benefits or who is in an adversarial posture with the City if Lake was privy to and/or was involved in any manner in such matter or if her administration was responsible for evaluating, drafting, negotiating, making recommendations regarding such matter on behalf of the City during her employment with the City.

Section 11. Non-Disparagement.

Lake agrees that during and after the Term of this Agreement, she will not make disparaging remarks, nor take any action that is intended, or would reasonably be expected, to harm the City or its reputation or that would reasonably be expected to lead to unwanted or unfavorable publicity to the City, its officers, employees and officials.

"Disparaging remarks, comments or statements" are those that impugn the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of the City. Nothing in this Agreement prevents Lake from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct she has reason to believe is unlawful.

Section 12. Interpretation of Agreement.

This Agreement shall be governed by, construed, and enforced pursuant to the laws of the State of California. Any dispute regarding the interpretation or application of this Agreement and any action to enforce or interpret this Agreement shall be resolved by binding arbitration. In the event of a dispute between Lake and the City with respect to the interpretation of this Agreement or any alleged breach of this Agreement which cannot be settled amicably by agreement of the parties, the dispute shall be submitted to arbitration by a single arbitrator mutually agreed to by Lake and the City. The award shall be final, binding, and conclusive and may be entered in the Superior Court of Alameda County. The prevailing party in any arbitration pursuant to this paragraph shall be entitled to recover its reasonable attorney's fees and costs. Any arbitration shall take place in the City of Oakland, County of Alameda, or upon agreement of the Parties, via Zoom or similar video conferencing application. The Parties expressly consent to the jurisdiction and venue identified in this section and waives any defenses to lack of jurisdiction or venue.

Section 13. Entire Agreement.

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services to the City by Lake. It contains all of the representations, covenants and agreements between the parties with respect to Lake's services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained in this Agreement. No agreement, statement or promise not contained in this Agreement shall be valid or binding.

Section 14. Modification.

Any modification of this Agreement shall be effective only if it is in writing and signed by all parties to this Agreement.

Section 15. Severability.

If any part of this Agreement is determined to be invalid, unlawful or unenforceable, that part shall not be deemed to be part of this Agreement.

Section 16 Survival of Certain Provisions.

The provisions of Sections 9, 10, 11, and 12 shall survive the expiration or other termination of this Agreement.

Section 17. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original document, and all of which, when taken together, shall constitute a single document. Fax signatures and electronically transmitted signatures (for example: pdf files) shall constitute original signatures for the purpose of this Agreement.

Section 18. Voluntary Execution.

Lake acknowledges that she has read and understands this Agreement, is fully aware of its legal effect, has had an opportunity to consult legal counsel and has entered into it freely and based on her own judgment.

CITY OF OAKLAND

Barbara Lee Date
Mayor

Elizabeth Lake Date
Interim City Administrator

Approved as to Form and Legality:

Ryan Richardson Date
City Attorney

Resolution No. C.M.S. – passed on July 7, 2026 (X ayes)

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