



CITY ATTORNEY'S OFFICE

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

INTRODUCED BY HONORABLE MAYOR SHENG THAO

RESOLUTION CONFIRMING MAYOR THAO'S APPOINTMENT OF JESTIN D. JOHNSON AS CITY ADMINISTRATOR AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO EXECUTE AN EMPLOYMENT AGREEMENT WITH JESTIN D. JOHNSON FOR THE PERIOD COMMENCING ON JUNE 5, 2023 AND ENDING AT MIDNIGHT ON JANUARY 30, 2027 AND FOR AN ANNUAL SALARY OF THREE HUNDRED FORTY THOUSAND DOLLARS (\$340,000.00)

WHEREAS, Oakland City Charter Article III, section 305(e) provides, among other things, that the Mayor shall "appoint the City Administrator, subject to confirmation by the City Council"; and

WHEREAS, City Charter section 400 provides that "the City Administrator may be hired by contract, for a term not to exceed four years, but no such contract shall prevent the Mayor from removing the City Administrator from office at any time," provided that pursuant to Charter section 305(e) "[t]he Mayor shall advise the Council before removing the City Administrator"; and

WHEREAS, Mayor Thao wishes to fill the City Administrator position with Justin D. Johnson ("Johnson"); and

WHEREAS, in light of Johnson's 15 years of local government leadership experience, at large, complex, full-service organizations such as the City of Atlanta and the City of Tucson, including serving as Deputy Chief Operating Officer for the City of Atlanta where he managed significant economic development projects, led and supported multiple justice reform initiatives, and served as the executive lead for Atlanta's COVID-19 response plan, Mayor Thao has chosen Johnson from a field of highly qualified candidates who were identified by an executive recruiting firm that conducted a nationwide search; and

WHEREAS, Johnson's' resume is attached to this Resolution as Exhibit A; and

WHEREAS, Mayor Thao requests Council authorization to execute on behalf of the City an employment agreement ("Employment Agreement") with Johnson for a term commencing on June 5, 2023 and ending at midnight on January 30, 2027 and for an annual salary of three hundred forty thousand dollars (\$340,000); and

WHEREAS, the draft Employment Agreement is attached to this Resolution as Exhibit B; now, therefore, be it

RESOLVED: That the City Council hereby confirms Mayor Thao's appointment of Justin D. Johnson as City Administrator for the City of Oakland; and be it

FURTHER RESOLVED: That the City Council hereby authorizes Mayor Thao, on behalf of the City of Oakland, to execute an Employment Agreement with Justin Johnson: 1) for term commencing on June 5, 2023 and ending at midnight on January 30, 2027; 2) for an annual salary of three hundred forty thousand dollars (\$340,000); and 3) on the terms and conditions included in the draft Employment Agreement attached hereto as Exhibit B; and be it

FURTHER RESOLVED: That the Mayor is authorized to make amendments and additions to the aforesaid Employment Agreement, provided that any such amendments or additions do not increase the cost of the agreement or differ from, and are not inconsistent with, the terms set forth in this Resolution; and be it

FURTHER RESOLVED: That in accordance with City Charter section 401(6), the City Attorney shall approve the Employment Agreement as to form and legality before the Employment Agreement is executed.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, JENKINS, KALB, KAPLAN, RAMACHANDRAN, REID, AND
PRESIDENT FORTUNATO BAS

NOES –

ABSENT –

ABSTENTION –

ATTEST: _____
ASHA REED
City Clerk and Clerk of the Council of the
City of Oakland, California

Jestin D. Johnson

E-mail: [REDACTED]

Cell: [REDACTED]

Professional Experience

IBM

*Corporate Social Responsibility Manager- 1/2022-Present
Atlanta, GA*

Responsible for supporting the enhancement, short and long-term strategic design, and execution of programs and initiatives that enhance IBM's reputation among various stakeholders, including employees and public and private sector agencies. In this capacity, I am responsible for managing relationships with national nonprofit organizations as they maximize the implementation and development of IBM's SkillsBuild initiative and leading efforts to design a future cohort for participants in IBM's Sustainability Accelerator Program.

- Served as the IBM liaison to the Augusta National Golf Foundation, supporting the Augusta Community Hub initiative.
- Responsible for leading Corporate Social Responsibility initiatives within my territory involving IBM SkillsBuild for Job Seekers in the nonprofit, community college, and government arenas.
- Serve on lobbying/governmental affairs team that provided strategic counsel and lobbied the State of Georgia's legislative delegation at the federal government level for the successful passage of the CHIPS Act, as well as provided corporate insight on the Indo-Pacific Economic Framework. In addition, I serve as the Georgia Governmental Affairs lead for workforce development advocacy initiatives.
- Recruited three national non-profit and one community-based organization that will join IBM to support our SkillsBuild Initiative for skilling or reskilling 50,000 people in cyber security, project management, and data analysis from largely underserved or neurodiverse communities across the southeast and Midwest territory.
- Plan and organize community-based employee volunteer initiatives to enhance the profile and eminence of IBM within the metro Atlanta community and ensure the accurate reporting and tracking of volunteer hours.

City of Atlanta

Mayor's Office

Deputy Chief Operating Officer- 6/2019-1/2022

As Deputy Chief Operating Officer, I was responsible for providing support to the Public Safety portfolio, which includes the Atlanta Fire Rescue Department, Atlanta Police Department, Department of Corrections, Department of Enterprise and Asset Management (Facilities & Real Estate), Mayor's Office of Emergency Preparedness, and the Mayor's Office of Workplace Safety. In addition, I worked directly with elected officials as we sought the passage of various legislative priority items. Before leading and supporting Atlanta's public safety departments, from June 2019 to December 2020, I was responsible for leading the public infrastructure portfolio of departments, which included the Departments of Parks and Recreation, Transportation, Public Works, and the Department of Watershed Management.

- Chaired the City of Atlanta’s Public Safety Training Center Task Force, which required cross-organizational coordination between the City of Atlanta and the Atlanta Police Foundation for the site selection and approval of legislation to initiate a ground lease for a new regional training center for the Atlanta Police Department, E911, Atlanta Fire Rescue, and the Department of Corrections.
- Collaborated with the Department of Enterprise and Asset Management team on several critical capital project/infrastructure initiatives deemed legacy projects for police and fire facilities and capital projects associated with the most significant economic development initiative involving the Centennial Yards Redevelopment project.
- Served as the executive lead for the City of Atlanta’s Resumption of Operations COVID Response plan, which required significant cross-departmental collaboration.
- Served on the Use of Force Advisory Council, representing the Mayor’s Office to offer changes to Atlanta’s Use of Force policies and procedures. The committee focused on several areas, including a review of the Atlanta Police Departments Standard Operating Procedures, Governance, Community Partnerships, and additional ways to enhance reporting and transparency.
- As the Mayor’s designee, served as the lead on several justice reform efforts, including creating a Diversion and Services center within the Atlanta City Detention Center in collaboration with Bloomberg Philanthropies, Fulton County Superior Court, Grady Memorial Hospital, and Emory Univ.
- Developed and lead the Westside Park Equitable Development Framework, which required significant community engagement efforts between City neighborhood associations, the Atlanta Beltline, Invest Atlanta, Arthur Blank Foundation, and key City departments impacted by the development of the largest park in the City of Atlanta.

Unified Government of Athens Clarke County, GA

Assistant (County) Manager- 7/2016-6/2019

As Assistant Manager for the Unified Government of Athens-Clarke County (ACC), I was responsible for the oversight of 10 County Departments, which included Finance, HR, Solid Waste, Fire, Central Services, Building Inspections, Planning, Public Information Office, Geospatial Information Services, and Organization Development.

- Instrumental in the successful acceptance into the Bloomberg Foundation “What Works Cities Initiative,” which requires a collaborative approach to performance measurement and is based on the premise of using data and evidence to inform local government decisions.
- In partnership with Department leaders, I created the first Athens-Clarke County Citizens Government Academy, allowing citizens to understand better how their local government works. This included an introduction to the successful approach, philosophy, and successful impact of community-oriented policing and use of force, the value of environmental stewardship, how the budget process works, and the ACC approach to economic development.
- Helped guide the Office of Organizational Development through its implementation of several innovative initiatives for Athens-Clarke County employees, including creating the Innovation Ambassador Program, Peak Academy, implementation of Emergenetics, and organizational succession planning.

City of Bisbee, AZ

City Manager- 5/2014-6/2016

- Responsible for managing a budget of over \$26 Million and a staff of more than 102 workers.
- Initiated a quarterly training program to improve the organizational culture and enhance customer service principles.
- Led team in creating several community engagement activities, including Movies in the Park and the City of Bisbee 101: Citizen Academy.
- Engaged with OpenGov Inc. to improve city finances' budget presentation and transparency.
- Negotiated an automatic-aid fire services agreement and Interlocal Cooperative Agreement with the neighboring fire district.
- Negotiated a new multi-year facility use agreement with Freeport McMoRan Inc. to sustain the nearly \$1M/year Queen Mine Tour, Bisbee's primary tourist attraction.
- Successfully prepared and submitted a grant application to the Urban Land Institute's Technical Assistance Panel grant application to redevelop 80+ acres of city property.
- Successfully worked with the leadership of Naco, Sonora-Mexico, and the Naco Wellness Initiative in establishing a Sister Cities Program to improve binational relations.
- Worked closely with various stakeholder groups for a successful citywide rebranding and digital marketing initiative.
- Served as the key media relations point of contact during significant emergency events.

City of McDonough, GA

Deputy City Administrator- 4/2013-5/2014

Assistant to the City Administrator- 12/2009-4/2013

- Assist the City Administrator with managing and preparing an annual operating budget of \$22 million.
- Responsible for project management and delivery of a \$6+ million-dollar public safety complex, including receiving requisite Requests for Proposals and selecting a design team and Construction Manager-At-Risk project delivery method.
- Served as Project Manager for the planning and implementation the City's Recyclebank Program, which increased recyclable material tonnage by more than 60%.
- Administer a \$1.4 million sanitation services RFP process, emphasizing incentive-based recycling for residential and commercial customers.
- Developed the City of McDonough's first Purchasing Policy, which follows the National Institute of Government Purchasing guidelines.
- Oversaw the design for the expansion of a 70+ acre passive recreation park
- Identified approximately 60% reduction in cost in monthly cost for all high-capacity printers for all internal support departments, Public Works, and Community Development Department while also increasing organizational efficiency.
- Primary city resource for all property acquisitions and abandoned property demolitions.
- Negotiated a \$240k property acquisition from Charter Communications and an additional \$200k acquisition from a private landowner for park development and expansion.
- Initiated the Request for Proposal process and served as a project manager in redesigning the City of McDonough's website.

CH2M Hill OMI (Sandy Springs, GA)
Operations Coordinator - 02/2008-10/2009

City of Varnell, GA
Interim-City Administrator/Human Resource Director- 9/07-02/2008

City of Tucson, AZ
Management Assist. to the City Manager- 3/2007-8/2007
ICMA Management Fellow- 6/2006-3/2007

Education

- **Valdosta State University**, Valdosta, GA
Master of Public Administration
Concentration: City Management Graduated: 5/2006
- **Georgia State University**, Atlanta, GA
Bachelor of Arts, Communication Graduated: 8/2003

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into on [DATE] by the City of Oakland (“City”) and Jestin D. Johnson (“Johnson”). The City and Johnson are collectively referred to in this Agreement as the “parties”.

Section 1. Position

Pursuant to City Charter section 902(a), the City Administrator is an at-will position and therefore is not a civil service classification and is not subject to the Oakland Civil Service Rules. In accordance with City Charter section 504(m), Johnson shall devote Johnson’s entire time and attention to rendering services to the City required by the position of City Administrator. It is expressly understood and agreed that during the term of this Agreement, Johnson shall not be employed by, retained by, or consult with or provide services to or represent any other person, entity or city.

Section 2. Salary and Executive Benefits

- A. Johnson shall be paid an annual salary of three hundred forty thousand dollars (\$340,000), which is within the salary range for the City Administrator in the salary schedule to Salary Ordinance No. 12187 C.M.S. As an at-will employee with a negotiated agreement, the City Administrator may receive compensation adjustments based on an annual performance evaluation and shall receive cost of living adjustments, if any, consistent with those in the existing or successor Memorandum of Understanding (“MOU”) between the City and Local 21, International Federation of Professional and Technical Engineers (“Local 21, IFPTE”), provided that the annual salary shall not exceed the top of the salary range for the City Administrator classification.
- B. All employee benefits, including medical, dental and vision insurance coverage for Johnson and eligible family members, shall be consistent with executive employee level benefits provided by the City. Johnson shall be granted two (2) weeks of vacation leave upon commencement of their employment as City Administrator. Johnson shall be granted two (2) weeks of Executive Leave Bank upon commencement of employment as City Administrator consistent with Ordinance No. 12903 C.M.S. and Johnson shall be subject to the provisions of Ordinance No. 12903 regarding the use of the Executive leave bank.
- C. Vacation shall accrue at the rate of two (2) weeks per year. The City Administrator shall accrue all other leaves in accordance with the provisions of the Local 21, IFPTE MOU, which may be modified by a successor MOU. Consistent with City policy, Management Leave shall be accrued and awarded retroactively for the preceding fiscal year on July 1st of each year and if Johnson’s employment is terminated prior

to July 1 and during a fiscal year for any reason, Johnson will not accrue or be awarded any Management Leave for that fiscal year.

Section 3. Deferred Compensation

The City shall not provide any matching of deferred compensation.

Section 4. Termination of Employment and Severance

- A. This Agreement shall be effective June 5, 2023 through January 30, 2027.
- B. Pursuant to the Oakland City Charter, the Mayor may terminate the City Administrator at any time. Severance shall be paid to Johnson when employment is terminated by the Mayor without cause. If Johnson is terminated without cause, in lieu of the remaining months of this Agreement, the City shall provide six (6) months of salary as severance pay, or salary for the remaining term of this Agreement, whichever is less. The severance shall be paid in a lump sum at the time of separation unless otherwise agreed to by the City and Johnson. Johnson also shall be compensated in cash at the rate of one day's salary for each day of accrued vacation time, management leave, and executive leave. If Johnson is terminated for cause, the City is not obligated to pay severance under this Section. City may terminate this Agreement for cause once City determines that "cause" exists. City will provide written notice of intent to terminate this Agreement and a statement of the reasons for termination. Any decision by City shall be in writing and shall be provided to Johnson. Cause for termination pursuant to this section includes: (1) violation of any law (other than a traffic violation or similar offense); (2) ethical lapses; (3) gross dereliction of duty; and (4) violations of the City Charter. The termination provision contained in this Agreement can be modified only in a written document that specifically modifies this Agreement and is signed by Johnson and the Mayor.
- C. If the Mayor terminates Johnson without cause, Johnson agrees that the form of release, including the confidentiality, non-disparagement and conflict of interest clauses attached to this Agreement as Exhibit A are acceptable, that he will execute such release and that the severance payment provides sufficient consideration therefor.
- D. If Johnson opts to voluntarily leave the City, he will provide not less than of ninety (90) days advance written notification to the Mayor.
- E. In addition to Section 2(B) of this Agreement, if Johnson becomes disabled under this Agreement, Johnson will be entitled to earned salary, and any in lieu payments for accrued benefits, including compensation for the value of accrued leave balances for vacation, management and executive leave.

- F. In addition to Section 2(B) of this Agreement, in the event that Johnson dies while employed by the City under this Agreement, the City Administrator's beneficiaries or those entitled to the City Administrator's estate, shall be entitled to the City Administrator's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of accrued leave balances for vacation, management leave and executive leave.

Section 5. Transportation Allowance and Parking

The City shall provide and pay for an assigned parking space at City Hall or at a nearby garage. Johnson shall also receive a transportation allowance of seven hundred fifty dollars (\$750) per month.

Section 6. Telecommunication

The City shall provide and fully pay for a laptop computer with the capacity for remote access.

Section 7. Professional Membership / Conference Attendance

- A. City agrees to budget for and to pay for professional dues and subscriptions of the City Administrator necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the City Administrator's continued professional participation, growth, and advancement, and for the good of the City.
- B. City agrees to budget for and pay for travel and subsistence expenses of City Administrator for professional and official travel, meetings, and occasions to adequately continue the professional development of City Administrator and to pursue necessary official functions for City, including but not limited to the ICMA Annual Conference, the California League of Cities, and such other national, regional state, and local governmental groups and committees in which City Administrator may serve as a member.

Section 8. Relocation Assistance and Temporary Housing Allowance

Johnson shall receive relocation assistance provided Johnson submits to the City at least three (3) estimates from reputable moving companies, and provided the City will provide assistance in the amount of the lowest estimate or ten thousand dollars (\$10,000), whichever is less. Johnson shall also receive a housing allowance of two thousand five hundred dollars (\$2500) per month for up to three (3) months, while Johnson seeks a permanent housing arrangement.

Section 9. Performance Evaluations

The Mayor on behalf of the City shall annually review the performance of the City Administrator subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the Mayor and City Administrator. The process at a minimum 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 the City Administrator within 30 days of the evaluation meeting. The City shall consider use of a third-party to facilitate this process. While the City Charter grants the Mayor sole and complete discretion to terminate the City Administrator at any time; the Mayor welcomes and plans to seek Council input in evaluating the City Administrator's performance.

Section 10. Interpretation of Agreement

In the event of a dispute between Johnson and the City with respect to the interpretation of this Agreement or any alleged breach of this Agreement that cannot be settled amicably by agreement of the parties, the dispute shall be submitted to a single arbitrator in accordance with the employment arbitration rules of the American Arbitration association and the judgment upon the award shall be final, binding and conclusive and may be entered in the highest court having jurisdiction. The prevailing party in any arbitration pursuant to this paragraph shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

Section 11. Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to Johnson's rendering of services to the City. It contains all of the representations, covenants and agreements between the parties with respect to Johnson'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 part that are not contained in this Agreement. No agreement, statement or promise not contained in this Agreement shall be valid or binding.

Section 12. Modification

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

RELEASE OF CLAIMS

On [DATE], the Oakland City Council confirmed the appointment of Jestin D. Johnson (“Johnson”) as City Administrator for the City of Oakland and passed Resolution No. [NUMBER] C.M.S. authorizing an Employment Agreement for the period commencing June 5, 2023 and ending at midnight on January 30, 2027 between the City of Oakland and Johnson. Among other things the Employment Agreement provides that the City shall provide six (6) months of salary as severance pay, in lieu of the remaining months of said Employment Agreement if the City terminates Johnson without cause; provided however, that the salary shall not exceed the number of months remaining in the Employment Agreement as of the severance date. Johnson acknowledged and agreed that the severance pay constitutes sufficient consideration for his agreement to execute the release, including the confidentiality, non-disparagement and conflict of interest clauses included herein.

Johnson hereby agrees as follows:

Release of Claims. Johnson, on behalf of himself, Johnson’s heirs, successors and assigns, fully and forever releases, and covenants not to institute or in any way voluntarily assist in the prosecution of, any legal or administrative proceedings or inquiries against City, including without limitation, City departments, agencies, boards, and current or former officers, directors, officials, agents, or employees with respect to any matter arising out of Johnson’s employment with the City. Johnson understands and agrees that Johnson is waiving any rights Johnson may have had, now has, or in the future may have, to pursue any and all remedies available to Johnson under any statutory or common law cause of action arising directly or indirectly from Johnson’s employment with City, except that the Parties acknowledge that Johnson cannot waive claims under the Age Discrimination in Employment Act of 1967, by executing this release of claims. With regard to the claims covered by this paragraph, Johnson hereby expressly waives any and all rights under California Civil Code § 1542, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HER OR HER SETTLEMENT WITH THE DEBTOR.”

Non-Disclosure of Confidential Information. The Parties acknowledge that as City Administrator, Johnson is the highest appointed official and an officer of the City; in that capacity Johnson is responsible, among other things, for executing and enforcing all laws, policies of the City and for administering the City’s affairs, controlling and administering the City’s financial affairs and supervising purchasing and contracting and confidential information. Consistent with Johnson’s Employment Agreement and the City Charter, Johnson agrees that Johnson shall not at any time or in any manner, either directly or indirectly, whether or not for compensation, use, divulge, disclose or communicate to any person, firm, corporation or any other entity in any manner whatsoever any confidential

