

City of Piedmont
COUNCIL AGENDA REPORT

DATE: November 18, 2024

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Resolution to Appoint Lisa Malek-Zadeh as Interim Finance Director and Authorization Execute a Retired Annuitant Employment Agreement

RECOMMENDATION

By a single motion, take the following actions:

1. Adopt Resolution No. _____ appointing CalPERS retired annuitant Lisa Malek-Zadeh as Interim Finance Director as Interim Finance Director; and
2. Authorize the City Administrator to execute a retired annuitant employment agreement with Lisa Malek-Zadeh.

BACKGROUND

Earlier this year, Finance Director Michael Szczech announced his retirement from the City of Piedmont, effective January 24, 2025. The City subsequently retained the professional recruitment services of Peckham and McKenney to identify the talent needed to fill this critical role in the agency.

The City's initial plan was to develop an applicant pool and provide for a seamless transition. Several rounds of panel interviews were held in September. A limited pool of finalists reached the last stage and the City did not proceed with an appointment. Instead, the City will look to re-open the application period in late January of 2025.

In order to provide continuity of leadership while the City recruits for a permanent Finance Director, a search for a qualified candidate to serve as the Interim Finance Director occurred and the appointment of Lisa Malek-Zadeh to the position is recommended. Ms. Malek-Zadeh is an experienced professional with extensive administrative and financial management skills. She served as the Finance Director of the City of El Cerrito and as an Administrative & Fiscal Services Manager for the City of Berkeley, in addition to a number of other highly relevant roles.

As Ms. Malek-Zadeh is a CalPERS retired annuitant, her appointment as Interim Finance Director is subject to specific employment restrictions, including but not limited to an appointment of

limited duration and specific skills, a finite number of work hours and a rate of pay not to exceed the holder of the permanent position. In addition, the pay rate and hours worked must be reported to CalPERS by the City of Piedmont.

Given the critical need to fill the Finance Director position, it is recommended that the City Council approve a resolution appointing Lisa Malek-Zadeh as Interim Finance Director, on an interim and temporary basis.

Attachments:

- 1) Resolution Appointing Lisa Malek-Zadeh as Interim Finance Director and Authorizing the City Administrator to Execute an Employment Agreement
- 2) Employment Agreement for Interim Finance Director
- 3) Resume of Lisa Malek-Zadeh

RESOLUTION _____

APPOINTING LISA MALEK-ZADEH AS INTERIM FINANCE DIRECTOR

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the City Council of the City of Piedmont desires to appoint Lisa Malek-Zadeh as an interim appointment retired annuitant to the vacant position of Interim Finance Director for the City of Piedmont under Gov. Code section 21221(h), effective January 24, 2025; and

WHEREAS, the City Council of the City of Piedmont, the City of Piedmont and Lisa Malek-Zadeh certify that Lisa Malek-Zadeh has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council desires to appoint Lisa Malek-Zadeh as an interim appointment retired annuitant to the vacant position of Interim Finance Director for the City of Piedmont under Government Code section 21221(h), effective January 24, 2025 pursuant to execution of an agreement by the City Administrator and Lisa Malek-Zadeh; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during an active recruitment for a permanent appointment; and

WHEREAS, the current status of this recruitment is the recruitment was publicly posted on July 19, 2024 and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$17,821 and the hourly equivalent is \$102.81; the minimum base salary for this position \$17,821 and the hourly equivalent is \$102.81; and

WHEREAS, the hourly rate paid to Lisa Malek-Zadeh will be \$102.81; and

WHEREAS, Lisa Malek-Zadeh has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Piedmont does hereby resolve, declare, determine, and order as follows:

SECTION 1. The above recitals are true and corrected and incorporated into this resolution.

SECTION 2. The City Council appoints Lisa Malek-Zadeh as Interim Finance Director of the City of Piedmont effective January 24, 2025.

SECTION 3. This appointment, made pursuant to Government Code Section 21221(h), appointment shall be made only once and shall end later than June 30, 2025.

SECTION 4. The City Council hereby certifies the nature of the employment of Lisa Malek-Zadeh as described herein and that this appointment is necessary to fill the critically needed position of Interim Finance Director for the City of Piedmont by January 24, 2025, in order to provide continuity of leadership while the City recruits for a permanent replacement.

SECTION 5. The City Council authorized the City Administrator to execute an employment agreement which conforms to the requirements of Part 3 of Division 5 of Title 2 of the Government Code (Sections 20000-21716) at an hourly rate of \$102.81.

[END OF RESOLUTION]

**EMPLOYMENT AGREEMENT
For
INTERIM FINANCE DIRECTOR**

This Employment Agreement ("Agreement") is made by and between the CITY OF PIEDMONT ("City") a California municipal corporation and Charter city, and LISA MALEK-ZADEH ("MALEK-ZADEH"), an individual, (collectively, the "Parties") on the following terms and conditions:

RECITALS

- A. CITY desires to employ the services of MALEK-ZADEH to temporarily carry out the duties and responsibilities of Finance Director in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.
- B. CITY's Finance Director position will be vacant effective January 24, 2025.
- C. CITY has commenced with an open recruitment to permanently fill the vacant position of Finance Director. During the recruitment period, the City has an immediate need for an Interim Finance Director, a position involving specialized skills and training and which is critically necessary to the on-going duties and functions of the Finance Department.
- D. CITY desires to accept employment of an Interim Finance Director in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.
- E. MALEK-ZADEH represents that she is a retired annuitant and person receiving a benefit from the California Public Employees' Retirement System ("CalPERS") within the meaning of Government Code §§ 7522.56 and 21221(h). MALEK-ZADEH acknowledges that she is restricted to working no more than a combined 960 hours for CITY, a state agency, or other CalPERS contracting agencies (collectively "CalPERS Agencies") during CITY's 2024-2025 fiscal year, or for any additional or subsequent fiscal year, and that her compensation is statutorily limited as provided in Government Code § 21221(h). MALEK-ZADEH represents that she has not received any unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement. MALEK-ZADEH further represents her CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement; that she has not received a retirement incentive upon retirement within the meaning of Government Code § 7522.56(g), and that she has attained normal retirement age within the meaning of Government Code § 21220.5; and
- F. CITY has determined that it is necessary to hire MALEK-ZADEH, a

retired annuitant, because the position of Interim FINANCE DIRECTOR requires special skills and training, and MALEK-ZADEH, by virtue of her significant experience and training as a Finance Director in other cities, has those special skills and training.

G. OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. MALEK-ZADEH accepts employment with CITY as its Interim FINANCE DIRECTOR and shall perform all functions, duties and services set forth in the attached FINANCE DIRECTOR Classification description ("Exhibit A"). Without additional compensation, MALEK-ZADEH shall also provide such other services as are customary and appropriate to the position of Interim Finance Director. MALEK-ZADEH shall devote her best efforts and attention to the performance of these duties. MALEK-ZADEH shall provide service at the direction and under the supervision of the City Administrator. It is the intent of the parties that MALEK-ZADEH, as the Interim Finance Director, shall keep the City Administrator fully apprised of all significant ongoing operations of the Finance Director's Office. Toward that end, MALEK-ZADEH shall report directly to the City Administrator and will periodically, or as may be otherwise specifically requested by the City Administrator, provide status reports to the City Administrator on her activities as Interim Finance Director.

1.2 Term. This Agreement shall be effective as approved by the City Council on November 18, 2024. MALEK-ZADEH shall commence the performance of her duties as the Interim Finance Director on January 24, 2025 ("Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) July 1, 2025; (ii) upon the employment commencement date of a permanent Finance Director employed by CITY; (iii) upon MALEK-ZADEH working her 960th hour for CITY including hours worked for other CalPERS Agencies during CITY's 2024-2025 fiscal year; or (iv) upon termination of the Agreement by either MALEK-ZADEH or CITY as provided in Section 4 [Termination] of this Agreement.

1.3 At-Will. MALEK-ZADEH acknowledges that she is an at-will, temporary employee of CITY who shall serve at the pleasure of the City at all times during the period of her service under this Agreement and that her employment may be terminated at any time and for any or no reason with or without cause as provided for in Section 4 [TERMINATION] of this Agreement or by operation of California or federal law. The terms of CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions, memoranda of understanding, regarding City Administrative Personnel (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to MALEK-ZADEH, and nothing in

this Agreement is intended to, or does, confer upon MALEK-ZADEH any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by CITY to terminate her employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of MALEK-ZADEH, as provided in Section 1.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of MALEK-ZADEH to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. This at-will Employment Agreement shall be expressly subject to the rights and obligations of CITY and MALEK-ZADEH, as set forth in Section 1.2 [Term] or Section 4 [Termination] below.

1.4 Hours of Work. MALEK-ZADEH shall devote the time necessary to adequately perform her duties as Interim Finance Director as directed by the City Administrator. The parties anticipate that MALEK-ZADEH will work approximately forty (40) hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings. Toward that end, MALEK-ZADEH shall provide reasonable availability to the City Council, City Administrator, and CITY Staff, and members of the community during regular CITY business hours and for the performance of her duties and of CITY business. The position of Interim Finance Director shall be deemed an exempt position under state and federal wage and hour law.

1.5 Other Activity. In accordance with Government Code Section 1126, during the period of her employment, MALEK-ZADEH shall not accept, without the express prior written consent of City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of MALEK-ZADEH's duties as Interim Finance Director.

2. Compensation.

2.1 Rate of Pay. For all services performed by MALEK-ZADEH as the Interim Finance Director under this Agreement, CIT shall pay MALEK-ZADEH compensation at the rate one hundred two dollars and eighty-one cents (\$102.81) per hour, to be paid according to the payroll schedule in place for CITY employees and subject to the limitations provided below.

2.2 Compliance with CalPERS Requirements. It is the intent of the parties to compensate MALEK-ZADEH only to the extent permitted under Government Code §§ 21221(h) and 7522.56(d) and corresponding CalPERS

regulations and policy statements. The parties acknowledge and agree that the rate of pay set forth above does not exceed the salary limitations established by CalPERS based on the salary as set forth in the CITY's publicly available salary schedule.

2.2.1 Recording and Reporting of Hours Worked. MALEK-ZADEH will comply with all applicable CalPERS regulations governing employment after retirement including recording and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, MALEK-ZADEH shall keep CITY continually apprised of any hours worked by MALEK-ZADEH for other CalPERS Agencies during the term of this Agreement.

2.3 Benefits.

2.3.1 No Benefits. Pursuant to Government Code §21221(h) and related CalPERS regulations and policy statements, MALEK-ZADEH shall not receive from CITY any benefits CITY commonly provides to its employees including, without limitation, health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

3. Vacation and Leave.

3.1 No Paid Leave. MALEK-ZADEH and CITY agree that MALEK-ZADEH in accordance with Government Code §21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar paid leave benefits.

4. Termination.

4.1 By CITY. This Agreement may be terminated by CITY for any reason fourteen (14) days after notice in writing to MALEK-ZADEH of such termination. CITY's only obligation in the event of such termination will be payment to MALEK-ZADEH of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

4.2 By MALEK-ZADEH. This Agreement may be terminated by MALEK-ZADEH for any reason fourteen (14) days after notice in writing to CITY of such termination. CITY shall have the option, in its complete discretion, to make MALEK-ZADEH 's termination effective at any time prior to the termination date given by MALEK-ZADEH, provided CITY pays MALEK-ZADEH all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing her through the last day actually worked. It is understood and agreed that any notice of termination should be given as soon as practicable and in the best interest of CITY.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 1.2 [Term].

4.4 Termination Obligations. MALEK-ZADEH agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of MALEK-ZADEH's employment. MALEK-ZADEH's obligations under this subsection shall survive the termination of her employment and the expiration of this Agreement

4.5 No Benefits Upon Termination. MALEK-ZADEH agrees that she shall be entitled to no benefits upon termination

5. **Proprietary Information.**

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of her employment or otherwise produced or acquired by or on behalf of CITY. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During her employment by CITY, MALEK-ZADEH shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, CITY shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. MALEK-ZADEH's obligations under this Section shall survive the termination of her employment and the expiration of this Agreement.

6. **Conflict Of Interest.**

MALEK-ZADEH represents and warrants to CITY that she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her services under this Agreement.

7. **General Provisions.**

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Vehicle Operation. MALEK-ZADEH shall operate any vehicle used in connection with the performance of her duties as Interim Finance Director in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California driver's license during the period of employment.

7.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or email or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and/or at the last known address maintained in MALEK-ZADEH 's personnel file. MALEK-ZADEH agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Piedmont
120 Vista Avenue
Piedmont, CA 94611
Attn: City Administrator

Interim Finance Director's Address:

Lisa MALEK-ZADEH
[Deliver to last updated address in personnel file]

7.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et seq.*] CITY will indemnify, defend, and hold MALEK-ZADEH harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during MALEK-ZADEH 's tenure as Interim Finance Director.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of MALEK-ZADEH 's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of MALEK-ZADEH, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to MALEK-ZADEH and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended except in a written document signed by MALEK-ZADEH, approved by the City Council and signed by the City Administrator.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. MALEK-ZADEH shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to MALEK-ZADEH, assign its rights and obligations hereunder.

7.9 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action in connection with or arising out of this Agreement or any dispute between the parties shall be commenced and maintained in the Superior Court of the State of California for the County of Alameda or the United States District Court for the Northern District of California.

7.11 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.12 Acknowledgment. MALEK-ZADEH acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its City Administrator and MALEK-ZADEH has signed and executed this Agreement, as of the date first indicated above.

CITY:

INDIVIDUAL:

ROSANNA BAYON MOORE
City Administrator

LISA MALEK-ZADEH

Attest:

APPROVED AS TO FORM:

MICHELLE MARCHETTA KENYON
City Attorney

EXHIBIT A:
FINANCE DIRECTOR JOB CLASSIFICATION



JULY 2016
FLSA: EXEMPT

FINANCE DIRECTOR

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Finance Department, including finance, treasury, accounting, and purchasing; directs and administers the fiscal operations and activities of the City, which include budgeting, investments, financial transaction processing, record-keeping and reporting, payroll, accounts payable, and accounts receivable; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Administrator in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Finance Department, including short- and long-term planning, development and administration of departmental policies, procedures, and services. This class provides assistance to the City Administrator in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assumes full management responsibility for all Finance Department programs, services, and activities, including finance, treasury, accounting, and purchasing activities.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.

- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Coordinates the development and administration of the City's annual budget; provides for financial forecasting and planning; calculates cost distribution, incorporates departmental projected budgets and provides for the production and distribution of preliminary and final budget documents; acts as a resource for the Budget Review Committee.
- Establishes the City's central budgeting, accounting, and financial reporting practices; evaluates accounting procedures and financial controls; responds to and implements audit recommendations; ensures compliance with Federal, State, and local government accounting and financial reporting standards and controls.
- Manages the City's investment portfolio; ensures that investments meet the City's policy guidelines and that adequate cash is available to meet obligations; prepares periodic reports regarding investments to the City Council; oversees the development and update of the investment policy.
- Oversees all activities related to the City's accounting function, including financial transaction processing, record keeping and reporting, payroll, accounts payable, accounts receivable, and the accounting software system.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions; performs financial review of matters pertaining to the various committees, such as determining appropriate rates of City services.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of finance and other services as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of governmental accounting, public finance administration and budgeting, auditing, and reconciliation; municipal taxation and revenue management.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff.

- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and computer applications.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Provide administrative and professional leadership and direction for the department and the City.
- Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of professional, and technical personnel; delegate authority and responsibility.
- Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of finance programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in finance, accounting, economics, business or public administration, or a related field and three (3) years of supervisory or administrative in municipal finance and accounting.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to operate a motor vehicle, and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

Lisa K. Malek-Zadeh

lisamalekzadeh

linkedin.com/in/lisa-malek-zadeh-47071511

Professional Experience

Ironhouse Sanitary District

May 2024-July 2025

Interim General Manager

Interim Chief Executive Officer, responsible for the day-to-day management, direction, organization, and coordination of all business and operations of the organization, including representing the Board's policies and programs to employees, partner agencies, and the public.

Regional Government Services

June 2023-May 2024

Senior Advisor

Provide government agencies with complex, analytical studies, review and recommend process improvements, advise on best practices, and fill interim operational roles as needed.

- Assist special district agencies in California with various financial, administrative, and operational transformations.
- Conduct various leadership training for Management academies.

Town of Moraga

October 2023 – February 2024

Interim Director of Administrative Services

Member of the executive team responsible for department management of Moraga's Finance, Human Resources, and Information Technology divisions.

- Oversaw completing the FY 2023 audit process, the Annual Financial Report production, and compliance with required state and federal reports.
- Reviewed and approved all financial transactions, including the refinancing of municipal debt.
- Managed recruitment for the new Administrative Services Director, including conducting interviews, recommending the candidates, and negotiating final compensation package with successful applicants.

West County Wastewater

December 2018 – March 2023

General Manager/Chief Executive Officer

Chief Executive Officer responsible for the day-to-day management, direction, organization, and coordination of all business and operations of the organization. Represented the Board's policies and programs to employees, community organizations, and the public.

- Worked with the Board and staff to create a 5-year strategic plan, including an updated mission, vision, strategic goals, and core values that reflect the organization's future more accurately.
- Reviewed, approved, and presented recommended plans and programs for consideration by the Board of Directors
- Conducted orientation and training to support newly elected Directors.
- Completed a redistricting effort to comply with the California Voting Rights Act
- Led the effort to recruit, onboard, and evaluate new General Counsel

- Designed and implemented transformation and modernization of workplace culture, including updated job descriptions, salaries, qualifications, employee training and development, recruitment, and hiring process.
- Recruited, hired, and developed a 5-person executive team.
- Implemented a Diversity, Equity, and Belonging (DEB) program that included developing affinity groups for female employees in leadership and those seeking to advance and hiring a DEI consultant to recommend improvements to ensure DEB was embedded in all aspects of the organization.
- Oversight of the implementation of the strategic plan
- Reviewed and updated all administrative and operational processes and procedures and negotiated new labor agreements, resulting in more equity in various labor units.
- Negotiated new contracts with partners such as EB Mud and the City of Richmond, generating new income and compliance with legal requirements.
- Implemented a rebranding effort, including designing a new logo, website, community image, and social media presence, ensuring all messaging and visuals were consistent with the WCW brand.
- Implemented a quarterly community newsletter and weekly employee newsletter.
- Successfully led the organization through the COVID-19 pandemic by continuing regular operations while ensuring staff and community safety. Improved and increased online services for a better community experience, implemented operational efficiencies significantly reducing wasted resources, and transitioned staff to remote work, resulting in improved productivity.
- Updated 5-year capital plan to address years of deferred capital maintenance and significantly advanced the capital plan.
- Recommended the construction of an energy sustainability project that will reduce greenhouse gas emissions by 93%, save over \$80 million in operating costs, and advance the capital program by two years.
- Implemented a \$90 million bond issuance for the energy sustainability project.

Interim General Manager/Chief Executive Officer

January 2018- December 2018

Interim Chief Executive Officer, responsible for the day-to-day management, direction, organization, and coordination of all business and operations of the organization. I also represented the Board's policies and programs to employees, community organizations, and the public.

- Promoted to Deputy General Manager in January 2018 and immediately assumed the Interim General Manager position after the third General Manager left within a year.
- Recruited a transitional management team that role-modeled and ensured adherence to the updated vision, mission, and core values.
- Addressed long-standing personnel performance issues by implementing a culture of accountability and equity, which included creating employee expectations to ensure understanding and alignment agency wide.
- Made considerable progress restoring calm, trust, and pride in serving the community by tackling neglected workplace culture, fractured relationships, deferred infrastructure, implementing technology and updating processes and practices, and other systems to conform with best practices.
- Created a capital projects division that included developing a formal project delivery system to effectively manage project execution and delivery of a \$300+ million capital plan.
- Commissioned the first-ever Leadership Academy for Managers, Supervisors, and Lead and Senior workers.

Director of Administrative Services**2016 -2018**

Responsible for the financial and administrative management of a special district that collects, treats, and reuses wastewater for residents and businesses in West Contra Costa County.

- The Chief Financial Officer is responsible for presenting financial results to the Board of Directors and other bodies, ensuring compliance with all required state and federal financial reporting, and preparing the annual financial reports and audits.
- Led the development and management of the biennial operating and capital budgets.
- Provide general direction through front-line supervisors for public accounting, cash and debt management, accounts payables and receivables, purchasing, and payroll.
- Managed the Information Technology (IT) program, which included managing IT vendors' contracts, developing an IT Master plan, and reviewing and acquiring hardware and software systems that improved the agency's efficiency and operations.
- Provided direction and oversight of the District Clerk staff, who managed the Board calendar, prepared meeting agendas and minutes, public information requests, and records management.
- Oversight of the human resources function included recruitment, development, safety, and risk management.
- Management of the procurement and customer service functions of the organization.

City of El Cerrito, El Cerrito, CA**2013 - 2016****Finance Director/City Treasurer**

Chief Financial Officer for the City and the Municipal Services Corporation. Led a team of six and oversaw general accounting, cash and debt management, budget development, and oversight, accounts payable and receivable, purchasing, payroll, business license administration, and financial reporting.

- Member of the executive leadership team
- Led the development of the operating and capital budget, consulted with the Financial advisory commission, and worked with city departments and the City Manager on plans to align revenues with expenses and create long-term financial stability.
- Regularly communicated budget realities and proposed solutions to the City Council and community through town hall meetings.
- Prepared annual financial reports and audits and compliance with required financial reporting.
- Managed the refinancing of former Redevelopment Agency bond issuances and led negotiations with the California Department of Finance related to post-redevelopment winddown obligations and refinancings.
- Led the review and streamlining of financial processes, including improved checks and balances, and implemented technology improvements that reduced wasted staff time and improved data for informed decision-making.

City of Berkeley, Berkeley, CA**2006 – 2013****Administrative & Fiscal Services Manager, Public Works Department**

Led staff of eleven responsible for the financial and administrative operations of a \$125 million department in charge of the City's sewer and stormwater systems, streets and sidewalks, facilities, fleet management, municipal refuse, and recycling business.

- Advised Public Works Director & City Manager on strategic initiatives.

- Managed and developed the department's biennial Operating and Capital Improvement budgets comprised of more than fifty funding sources, including special assessment, enterprise, internal service, and capital improvement funds.
- Fund Manager for seventeen City-wide funds. Performed fiscal analysis, developed multi-year projections, and identified financial strategies to eliminate fund deficits.
- Managed outside consultants for various special projects, including a Proposition 218 process that successfully increased refuse rates and created a new recycling fee.
- Reviewed and approved all department fiscal policies and financials provided to the public and City Council.
- Department liaison to the Information Technology department on acquiring and implementing Public Works software projects.

**Management Analyst, City Manager's Office/Office of Budget & Fiscal Policy
2001 – 2006**

- Management analyst in the City Manager's Office, Finance, and Office of Fiscal Management, providing program support, special projects, budget development, financial forecasts, and help to Public Works, Parks Recreation & Waterfront, Finance, City Auditor, and the Police Review Commission.
- Provided budget support to City departments totaling more than \$108 million; analyzed departmental budget submissions and worked closely with department staff on all operating and capital budget issues.
- Developed, produced, and finalized the City's Proposed (and then Adopted) biennial budget and related budget documents in coordination with the team.
- Created ad hoc reports to assist the City Manager, Budget Manager, and Department Directors with decision-making.
- Reviewed and approved budget changes and resource requests and participated in city-wide balancing plans.

Service Experts, Inc., Nashville, TN

1996 – 1999

Merger Integration Specialist / Service Center General Manager / Operations Manager

Worked on the mergers and acquisition team that purchased and consolidated privately owned contractors. Liaison between the corporate office and operating centers. Provided on-site consulting support and implemented procedures and services at operating centers to standardize procedures and services across all centers and create a consistent and recognizable brand for consumers.

- Provided day-to-day management of a \$3 million Service Center, which included managing the Service Center budget, creating financial projections, ensuring financial projections were achieved, and reporting performance to the corporate office.
- Supervised a team of twenty, including hiring, conducting performance evaluations, and managing disciplinary and termination actions.

Education

Bachelor of Arts in Women Studies, *University of California Los Angeles, Los Angeles*

Master of Business Administration, *Golden Gate University, San Francisco, CA,*

Certified Coach, *Coach Training Alliance, Ft. Collins, CO*