

City of Piedmont
COUNCIL AGENDA REPORT

DATE: July 6, 2026

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of the Appointment of Richard Cunningham as Interim Public Works Director and Authorizing the City Administrator to Execute an Employment Agreement

RECOMMENDATION

Approve a resolution appointing Richard Cunningham as Interim Public Works Director and authorizing the City Administrator to execute an employment agreement.

BACKGROUND

Public Works Director Daniel Gonzales has announced his departure from the City of Piedmont. His last day in the role is July 10, 2026. As a result of Mr. Gonzales' announcement, recruitment for a new Public Works Director began in May of 2026, and the job opening was posted on May 22, 2026. In order to provide continuity of leadership within the department while the City recruits for a permanent Public Works Director, a qualified candidate is presented to serve in an interim role. At this time, the appointment of Richard Cunningham to the position is recommended.

Richard Cunningham is a seasoned professional with more than thirty-five years of professional experience in various municipal settings as a Public Works Manager, including the City and County of San Francisco and the City of Albany. He has intimate working knowledge of the City of Piedmont having been involved with several of its highest priority efforts, including the Piedmont Community Pool, Public Safety Dispatch Center and the U.S. EPA Consent Decree. As Mr. Cunningham is a CalPERS retiree, his appointment as Interim Public Works 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 position, it is recommended that the City Council approve a resolution appointing Richard Cunningham as Public Works Director, on an interim and temporary basis.

FISCAL IMPACT:

There is no negative impact. Existing salary savings will be utilized.

ATTACHMENTS:

- 1) Resolution appointing Richard Cunningham as Interim Public Works Director and authorizing the City Administrator to execute an employment agreement
- 2) Richard Cunningham's's Resume
- 3) Employment Agreement

RESOLUTION _____

APPOINTING RICHARD CUNNINGHAM AS INTERIM PUBLIC WORKS 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 Richard Cunningham as an interim appointment retired annuitant to the vacant position of Interim Public Works Director for the City of Piedmont under Gov. Code section 21221(h), effective July 11th; and

WHEREAS, the City Council of the City of Piedmont, certify that Richard Cunningham has not and will not receive a Golden Handshake or any other retirement-related incentive; 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 City of Piedmont began the search for a permanent appointment on May 22, 2026; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on December 31, 2026, or once a permanent appointment has been made, whichever comes first; and

WHEREAS, the entire employment agreement, contract or appointment document between Richard Cunningham and the City of Piedmont has been reviewed by this body and is attached herein; 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 \$19,752.41 per month and the hourly equivalent is \$113.96; and

WHEREAS, the hourly rate paid to Richard Cunningham will be \$113.96 and

WHEREAS, Richard Cunningham 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 City of Piedmont hereby certifies the nature of the employment of Richard Cunningham as described herein and that this appointment is necessary to fill the critically needed position of Public Works Director for the City of Piedmont by July 11, 2026, because of the critical need for oversight of engineering, and capital improvement functions for the City of Piedmont, as well as the development, maintenance and repair of its City facilities, grounds, parks, medians and equipment

SECTION 2. The City Council appoints Richard Cunningham as Interim Public Works Director of the City of Piedmont effective July 11, 2026.

SECTION 3. This appointment, made pursuant to Government Code Section 21221(h) appointment shall be made only once and shall end no later than December 31, 2026.

[END OF RESOLUTION]

Richard Cunningham

Employment summary

2024 to 2026: Project Manager, City of Piedmont:

- Police Station Dispatch Center rehab/reconstruction
- Aquatic Center construction
- City Hall door access security system
- Federal consent decree for Piedmont's long-term inflow and infiltration reduction program

2013 to 2018: Project Manager, City of Emeryville:

- Fire Station #2 rehab/reconstruction
- 1930's Art Deco Community Center rehab/reconstruction

2004 to 2012: Public Works Manager and Project Manager, City of Albany, CA

- City Hall, Police Station, Fire Station, Emergency Ops Center rehab/reconstruction
- Federal consent decree for Albany's long-term inflow and infiltration reduction program

1986 to 2004: Division Manager, DPW Operations, City of San Francisco

1982: Assistant Division Manager, San Francisco DPW Operations

1980: Assistant to the SF DPW Deputy Director for Operations

1978: Joined San Francisco DPW Operations after college graduation (BA from Antioch College of Ohio)

Professional Activities

Since 1982: Member of American Public Works Association

Since 1983: Member of California Water Environment Association

Since 1983: Member of Water Environment Federation (WEF)

Since 1984: Member of WEF collection systems committee

- Vice-chair of WEF Collection Systems Committee
- Chair of WEF Collection Systems Committee
- Vice-chair of CWEA technical certification committee
- Co-chair of WEF Collection Systems Committee
- Vice-chair of Bay Area Clean Water Agencies (BACWA) Collection Systems Committee
- Chair of Bay Area Clean Water Agencies (BACWA) Collection Systems Committee

Professional development instructor for NorCal chapter of American Public Works Association and the University of Wisconsin College of Engineering – 1996 to present.

**EMPLOYMENT AGREEMENT
For
INTERIM PUBLIC WORKS DIRECTOR**

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

RECITALS

A. CITY desires to employ the services of CUNNINGHAM to temporarily carry out the duties and responsibilities of INTERIM PUBLIC WORKS DIRECTOR in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. CITY's PUBLIC WORKS DIRECTOR position will be vacant effective JULY11, 2026.

C. CITY has commenced with an open recruitment to permanently fill the vacant position of PUBLIC WORKS DIRECTOR. During the recruitment period, the City has an immediate need for an INTERIM PUBLIC WORKS DIRECTOR, a position involving specialized skills and training and which is critically necessary to the on-going duties and functions of the Public Works Department.

D. CITY desires to accept employment of an INTERIM PUBLIC WORKS DIRECTOR in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

E. CUNNINGHAM represents that he 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). CUNNINGHAM acknowledges that he 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 2026-2027 fiscal year, or for any additional or subsequent fiscal year, and that his compensation is statutorily limited as provided in Government Code § 21221(h). CUNNINGHAM represents that he has not received any unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement. CUNNINGHAM further represents his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement; that he has not received a retirement incentive upon retirement within the meaning of Government Code § 7522.56(g), and that he has attained normal retirement age within the meaning of Government Code § 21220.5; and

F. CITY has determined that it is necessary to hire CUNNINGHAM, a retired annuitant, because the position of INTERIM PUBLIC WORKS DIRECTOR requires special skills and training, and CUNNINGHAM, by virtue of his significant experience and training as a PUBLIC WORKS MANAGER 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. CUNNINGHAM accepts employment with CITY as its INTERIM PUBLIC WORKS DIRECTOR and shall perform all functions, duties and services set forth in the attached PUBLIC WORKS DIRECTOR Classification description ("Exhibit A"). Without additional compensation, CUNNINGHAM shall also provide such other services as are customary and appropriate to the position of INTERIM PUBLIC WORKS DIRECTOR. CUNNINGHAM shall devote his best efforts and attention to the performance of these duties. CUNNINGHAM shall provide service at the direction and under the supervision of the City Administrator. It is the intent of the parties that CUNNINGHAM, as the INTERIM PUBLIC WORKS DIRECTOR, shall keep the City Administrator fully apprised of all significant ongoing operations of the PUBLIC WORKS DIRECTOR's Office. Toward that end, CUNNINGHAM 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 his activities as INTERIM PUBLIC WORKS DIRECTOR.

1.2 Term. This Agreement shall be effective as approved by the City Council on July 6, 2026. CUNNINGHAM shall commence the performance of his duties as the INTERIM PUBLIC WORKS DIRECTOR on July 11, 2026 ("Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) December 31, 2026; (ii) upon the employment commencement date of a permanent PUBLIC WORKS DIRECTOR employed by CITY; (iii) upon CUNNINGHAM working his 960th hour for CITY including hours worked for other CalPERS Agencies during CITY's 2026-2027 fiscal year; or (iv) upon termination of the Agreement by either CUNNINGHAM or CITY as provided in Section 4 [Termination] of this Agreement.

1.3 At-Will. CUNNINGHAM acknowledges that he is an at-will, temporary employee of CITY who shall serve at the pleasure of the City at all times during the period of his service under this Agreement and that his 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 CUNNINGHAM, and nothing in this Agreement is intended to, or does, confer upon CUNNINGHAM 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 his 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 CUNNINGHAM, 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 CUNNINGHAM 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 CUNNINGHAM, as set forth in Section 1.2 [Term] or Section 4 [Termination] below.

1.4 Hours of Work. CUNNINGHAM shall devote the time necessary to adequately perform his duties as INTERIM PUBLIC WORKS DIRECTOR as directed by the City Administrator. The parties anticipate that CUNNINGHAM 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, CUNNINGHAM 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 his duties and of CITY business. The position of Interim PUBLIC WORKS 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 his employment, CUNNINGHAM 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 CUNNINGHAM's duties as INTERIM PUBLIC WORKS DIRECTOR.

2. Compensation.

2.1 Rate of Pay. For all services performed by CUNNINGHAM as the INTERIM PUBLIC WORKS DIRECTOR under this Agreement, CITY shall pay CUNNINGHAM compensation at the rate one hundred and thirteen dollars and ninety-six cents (\$113.96) 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 CUNNINGHAM 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. CUNNINGHAM 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, CUNNINGHAM shall keep CITY continually apprised of any hours worked by CUNNINGHAM 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, CUNNINGHAM 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. CUNNINGHAM and CITY agree that CUNNINGHAM 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 CUNNINGHAM of such termination. CITY's only obligation in the event of such termination will be payment to CUNNINGHAM 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 CUNNINGHAM. This Agreement may be terminated by CUNNINGHAM 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 CUNNINGHAM 's termination effective at any time prior to the termination date

given by CUNNINGHAM, provided CITY pays CUNNINGHAM all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing his 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. CUNNINGHAM 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 CUNNINGHAM's employment. CUNNINGHAM's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement

4.5 No Benefits Upon Termination. CUNNINGHAM agrees that he 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 his 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 his employment by CITY, CUNNINGHAM shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his 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. CUNNINGHAM's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. **Conflict Of Interest.**

CUNNINGHAM represents and warrants to CITY that he presently has no interest, and represents that he 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 his 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. CUNNINGHAM shall operate any vehicle used in connection with the performance of his duties as INTERIM PUBLIC WORKS 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 CUNNINGHAM 's personnel file. CUNNINGHAM agrees to notify CITY in writing of any change in his address during his 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 PUBLIC WORKS DIRECTOR'S Address:

RICHARD CUNNINGHAM
[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 CUNNINGHAM 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 CUNNINGHAM 's tenure as INTERIM PUBLIC WORKS DIRECTOR.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of CUNNINGHAM '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 CUNNINGHAM, 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 CUNNINGHAM 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 CUNNINGHAM, 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. CUNNINGHAM shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to CUNNINGHAM, 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. CUNNINGHAM acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his 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 CUNNINGHAM has signed and executed this Agreement, as of the date first indicated above.

CITY:

INDIVIDUAL:

ROSANNA BAYON MOORE

RICHARD CUNNINGHAM

Attest:

APPROVED AS TO FORM

DEEPA SHARMA
City Attorney

**EXHIBIT A:
PUBLIC WORKS DIRECTOR JOB CLASSIFICATION**