



City of Palo Alto City Council Staff Report

(ID # 9926)

Report Type: Action Items

Meeting Date: 12/17/2018

Summary Title: Approval of Amended CAO Employment Agreements

**Title: Approval of Annual Amendments to the Employment Agreements
Between the City of Palo Alto and Council Appointed Officers**

From: City Manager

Lead Department: Human Resources

Recommended Motion

Staff recommends that Council consider the following motion:

Approve and authorize the Mayor to execute the following contract amendments for Council Approved Officers:

- 1) Amendment No. Six to Employment Agreement between the City of Palo Alto and Molly S. Stump;
- 2) Amendment No. Four to Employment Agreement between the City of Palo Alto and Harriet M. Richardson; and,
- 3) Amendment No. Four to Employment Agreement between the City of Palo Alto and Beth D. Minor.

Recommendation

The City Council has completed annual merit reviews for Council Appointed Officers (CAOs) for the prior fiscal year's performance (FY2017/18). Staff has been directed by City Council to forward amendments to employment agreements to implement merit-based increases to the CAO's annual salaries, effective July 1, 2018, as follows: City Attorney Molly S. Stump, merit increase of 5% from \$284,253 to \$298,480 (Attachment A); City Auditor Harriet Richardson, merit increase of 4% from \$187,533 to \$195,042 (Attachment B); and City Clerk Beth Minor, merit increase of 4% from \$146,806 to \$152,693 (Attachment C)

Discussion

In accordance with the CAO employment agreements, the City Council evaluates performance and determines any merit-based salary increases at the conclusion of each fiscal year, with an effective date of July 1. The evaluation process begins in approximately May of each year but often takes several months to complete, as it is an extensive process with multiple steps. Since 2014, City Council has obtained facilitation services from the Municipal Resources Group (MRG)

to assist with the annual process. MRG's role includes conducting Council interviews and surveys, collecting data and facilitating closed session discussions.

The CAO employment agreements do not include provisions for general wage or other adjustments provided to other management employees. Thus, the merit-based pay increase for each CAO described in this memo is the only annual increase to be provided. All other terms and conditions of the employment agreements remain the same.

As is customary, City Council met in closed session to discuss an evaluation and potential salary adjustment for the City Manager, as it does for all Council Appointed Officers. Before the Council had deliberated on the City Manager's evaluation, City Manager Jim Keene let the Council know that he would voluntarily refuse to accept any salary increase were it to be offered. The Council is appreciative of Jim Keene's leadership and dedication to the community and wishes him well on his pending retirement.

Resource Impact

Sufficient funding is available for the additional salary of approximately \$27,600 total for the three CAO positions in the respective departmental FY2018 Adopted Budgets. The fully-loaded cost, including the additional salary, pension contribution and benefits is approximately \$38,600.

Environmental Review

Approval of these amended employment agreements will not result in any environmental impacts.

Attachments:

- Attachment A: Amendment No Six to Molly Stump Employment and Exhibits
- Attachment B: Amendment No Four to Harriet Richardson Employment and Exhibits
- Attachment C: Amendment No Four to Beth Minor Employment and Exhibits

**AMENDMENT NO. SIX FIVE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
MOLLY S. STUMP**

This AMENDMENT NO. SIX FIVE to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on ~~November 6~~December 17, 2016-2018 by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and MOLLY S. STUMP ("Stump"), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Molly S. Stump., attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Attorney on or about April 18, 2011; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about March 24, 2014; and

WHEREAS, AMENDMENT NO. TWO to the Agreement, attached hereto and incorporated herein as Exhibit "C" was entered into between the parties on or about December 8, 2014.

WHEREAS, AMENDMENT NO. THREE to the Agreement, attached hereto and incorporated herein as Exhibit "D" was entered into between the parties on or about February 1, 2016.

WHEREAS, AMENDMENT NO. FOUR to the Agreement, attached hereto and incorporated herein as Exhibit "E" was entered into between the parties on or about December 12, 2016.

WHEREAS, AMENDMENT NO. FIVE to the Agreement, attached hereto and incorporated herein as Exhibit "F" was entered into between the parties on or about November 6, 2017.

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, ~~2017~~2018, Stump's annual base salary shall be increased to Two Hundred Ninety Eight ~~Eighty Four Thousand Two Four Hundred Eighty Fifty Three~~ and No/100 Dollars (~~\$298,480.00~~284,253.00), prorated and paid on City's regular paydays. Stump

shall be an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. City agrees that the amount of Stump's base annual salary shall not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (which includes all Council Appointed Officers).

SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO

City Clerk

Mayor

Dated: _____

APPROVED AS TO FORM:

MOLLY S. STUMP

~~Deputy~~ Chief Assistant City Attorney

Dated: _____

Attachments:

EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
EXHIBIT B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
EXHIBIT C: AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
EXHIBIT D: AMENDMENT NO. THREE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
EXHIBIT E: AMENDMENT NO. FOUR TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
EXHIBIT F: AMENDMENT NO. FIVE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP

**AMENDMENT NO. FIVE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
MOLLY S. STUMP**

This AMENDMENT NO. FIVE to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on November 6, 2016 by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and MOLLY S. STUMP ("Stump"), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Molly S. Stump., attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Attorney on or about April 18, 2011; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about March 24, 2014; and

WHEREAS, AMENDMENT NO. TWO to the Agreement, attached hereto and incorporated herein as Exhibit "C" was entered into between the parties on or about December 8, 2014.

WHEREAS, AMENDMENT NO. THREE to the Agreement, attached hereto and incorporated herein as Exhibit "D" was entered into between the parties on or about February 1, 2016.

WHEREAS, AMENDMENT NO. FOUR to the Agreement, attached hereto and incorporated herein as Exhibit "E" was entered into between the parties on or about December 12, 2016.

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 2017, Stump's annual base salary shall be increased to Two Hundred Eighty Four Thousand Two Hundred Fifty Three and No/100 Dollars (\$284,253.00), prorated and paid on City's regular paydays. Stump shall be an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. City agrees that the amount of Stump's base annual salary shall not decrease, except as part of a permanent decrease that is consistent with the Fair

Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (which includes all Council Appointed Officers).

SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO

DocuSigned by:
Beth Minor 11/29/2017
City Clerk

DocuSigned by:
[Signature]
Mayor

Dated: 11/28/2017

APPROVED AS TO FORM:

DocuSigned by:
Terence Howell 11/21/2017
Deputy City Attorney

MOLLY S. STUMP

DocuSigned by:
Molly Stump
39A473B653574A9...

Dated: 11/21/2017

Attachments:

- EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
- EXHIBIT B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
- EXHIBIT C: AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
- EXHIBIT D: AMENDMENT NO. THREE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
- EXHIBIT E: AMENDMENT NO. FOUR TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP

**AMENDMENT NO. FOUR TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
MOLLY S. STUMP**

This AMENDMENT NO. FOUR to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on December 12, 2016, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and MOLLY S. STUMP ("Stump"), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Molly S. Stump., attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Attorney on or about April 18, 2011; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about March 24, 2014; and

WHEREAS, AMENDMENT NO. TWO to the Agreement, attached hereto and incorporated herein as Exhibit "C" was entered into between the parties on or about December 8, 2014.

WHEREAS, AMENDMENT NO. THREE to the Agreement, attached hereto and incorporated herein as Exhibit "D" was entered into between the parties on or about February 1, 2016.

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 2016, Stump's annual base salary shall be increased to Two Hundred Seventy Thousand Seven Hundred Twelve and No/100 Dollars (\$270,712.00), prorated and paid on City's regular paydays. Stump shall be an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. City agrees that the amount of Stump's base annual salary shall not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (which includes all Council Appointed Officers).

SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO

DocuSigned by:
Beth Minor
City Clerk 45F95502DB71492...

DocuSigned by:
[Signature]
Mayor EDFFFE3FE1024BA...

Dated: 5/24/2017

APPROVED AS TO FORM:

DocuSigned by:
Terence Howell
Principal City Attorney 9500B99F061565D...

MOLLY S. STUMP

DocuSigned by:
Molly Stump
39A473B653574A9...

Dated: 5/24/2017

Attachments:

- EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
- EXHIBIT B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
- EXHIBIT C: AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
- EXHIBIT D: AMENDMENT NO. THREE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP

**AMENDMENT NO. THREE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
MOLLY S. STUMP**

This AMENDMENT NO. THREE to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on February 1, 2016, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and MOLLY S. STUMP ("Stump"), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Molly S. Stump., attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Attorney on or about April 18, 2011; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about March 24, 2014; and

WHEREAS, AMENDMENT NO. TWO to the Agreement, attached hereto and incorporated herein as Exhibit "C" was entered into between the parties on or about December 8, 2014.

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 2015, Stump's annual base salary shall be increased to Two Hundred Fifty Eight Thousand Four Hundred Nineteen and No/100 Dollars 258,419.00), prorated and paid on City's regular paydays. Stump shall be an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. City agrees that the amount of Stump's base annual salary shall not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (which includes all Council Appointed Officers).

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SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

DocuSigned by:
Beth Minor
45E95502DB71492...
City Clerk

CITY OF PALO ALTO

DocuSigned by:
Patrick Burt
0B8A2FFEE6FA473...
Patrick Burt

Dated: 3/2/2016

APPROVED AS TO FORM:

DocuSigned by:
Albert Yang
15B6C45220134DC...
Deputy City Attorney

MOLLY S. STUMP

DocuSigned by:
Molly Stump
39A479B652574A0...

Dated: 3/2/2016

**AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
MOLLY S. STUMP**

This AMENDMENT NO. TWO to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on December 8, 2014, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and MOLLY S. STUMP ("Stump"), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Molly S. Stump, attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Attorney on or about April 18, 2011; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about March 24, 2014; and

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

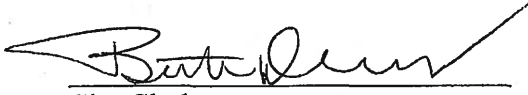
~~Stump shall receive an initial base annual salary of Two Hundred Eight Thousand Three Hundred Seventy Five and No/100th Dollars (\$208,375.00) commencing on the Employment Start Date, subject to authorized or required deductions, prorated and paid on City's regular paydays. Commencing on and continuing from the pay period including July 1, 2013, Stump's annual base salary shall be increased to Two Hundred Thirty Four Thousand Nine Hundred Thirty Six and No/100 Dollars (\$234,936.00), prorated and paid on City's regular paydays. Commencing on and continuing from the pay period including July 1, 2014, Stump's annual base salary shall be increased to Two Hundred Forty Six Thousand Six Hundred Eighty Two and No/100 Dollars (\$246,688.00), prorated and paid on City's regular paydays.~~ Stump shall be an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. City agrees that the amount of Stump's base annual salary shall not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (which includes all Council Appointed Officers).

SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO




City Clerk

Nancy Shepherd
Mayor

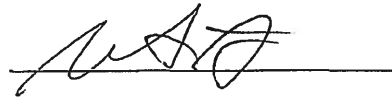
Dated: _____

APPROVED AS TO FORM:



Deputy City Attorney

MOLLY S. STUMP



Dated: 4/16/15

Attachments:

Exhibit A: EMPLOYMENT AGREEMENT between the City of Palo Alto and Molly S. Stump

Exhibit B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP

**AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
MOLLY S. STUMP**

This AMENDMENT NO. ONE to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on March 25, 2014, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and MOLLY S. STUMP ("Stump"), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Molly S. Stump., attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Attorney on or about April 18, 2011; and

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

Stump shall receive an initial base annual salary of Two Hundred Eight Thousand Three Hundred Seventy Five and No/100th Dollars (\$208,375.00) commencing on the Employment Start Date, subject to authorized or required deductions, prorated and paid on City's regular paydays. Commencing on and continuing from the pay period including July 1, 2013, Stump's annual base salary shall be increased to Two Hundred Thirty Four Thousand Nine Hundred Thirty Six and No/100 Dollars (\$234,936.00), prorated and paid on City's regular paydays. Stump shall be an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. City agrees that the amount of Stump's base annual salary shall not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (which includes all Council Appointed Officers).

SECTION 2: Section 3.2.3 of the Agreement, Salary Adjustments, is hereby amended to read as follows:

~~Stump shall receive the same general cost of living adjustment ("COLA"), if any, provided to Management and Professional Personnel without the need to amend this Agreement.~~ In its sole discretion and where warranted, the City Council may award labor market or internal adjustments to base salary. In connection with the standard annual review, as provided above, the City Council shall annually consider incentive pay based on performance, but the ultimate decision in this

regard is within the sole discretion of the City Council.


SECTION 3. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

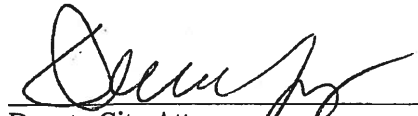
CITY OF PALO ALTO


City Clerk


Nancy Shepherd
Mayor

Dated: 3/25/14

APPROVED AS TO FORM:


Deputy City Attorney

MOLLY S. STUMP



Dated: 3/25/14

Attachments:

Exhibit A: EMPLOYMENT AGREEMENT between the City of Palo Alto and Molly S. Stump

EXHIBIT A

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the City of Palo Alto, a municipal corporation and chartered city ("City") and Molly S. Stump ("Stump"). It is effective on the latest date next to the signatures on the last page.

This Agreement is entered into on the basis of the following facts, among others:

A. City, acting by and through its duly elected City Council, desires to employ Stump as its City Attorney subject to the terms and conditions set forth in this Agreement, the Palo Alto Municipal Code and in the Charter of the City of Palo Alto (the "Charter").

B. The Charter provides, among other things, that the City Attorney shall be appointed by, and serve at the pleasure of the City Council.

C. Stump desires to be employed by the City as its City Attorney, subject to the terms and conditions set forth in this Agreement, the Palo Alto Municipal Code, the Charter, the Palo Alto Merit System Rules and Regulations as they are applicable to Council-appointed officers, and all other applicable laws, resolutions and policies.

D. City and Stump desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

E. The City Attorney serves on an at-will basis, with no expectation of continued employment.

F. Stump desires a predictable amount of severance pay should her employment be terminated with or without cause.

BASED UPON THE FOREGOING, CITY AND STUMP AGREE AS FOLLOWS:

1. **Employment.** City will appoint and employ Stump as City Attorney with the City of Palo Alto and Stump will accept the appointment and employment for the City for an indefinite term to begin on April 18, 2011 ("Employment Start Date"). In the event Stump does not actually report for or commence work on April 18, 2011, the Employment Start Date will be the date, if any, as otherwise mutually agreed by the parties.

2. **Duties of the City Attorney.** Stump shall perform the duties established for the City Attorney by the Charter, Palo Alto Municipal Code and direction of the City Council and as otherwise provided by law, ordinance or regulation. Stump agrees to comply with all federal, state and local laws, ordinances, rules and regulations applicable to or associated with these duties.

2.1. **Full Energy and Skill.** Stump shall devote her full energy, skill, ability, and productive time to the performance of her duties under this Agreement.

2.2. No Conflict. Stump shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of her duties under this Agreement. Stump acknowledges that she is subject to the various conflict of interest requirements found in the California Government Code and state and local policies and regulations.

2.3. Permission Required For Outside Activities. Stump shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, without the express, written permission of the City Council.

3. Compensation. While performing the duties of City Attorney, Stump shall be compensated as provided in this Section 3.

3.1. Compensation. Stump shall receive an initial base annual salary of Two Hundred Eight Thousand Three Hundred Seventy Five and No/100th Dollars (\$208,375.00) commencing on the Employment Start Date, subject to authorized or required deductions, prorated and paid on City's regular paydays. Stump shall be an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. City agrees that the amount of Stump's base annual salary shall not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (which includes all Council Appointed Officers).

3.2 Performance Reviews and Salary Adjustments.

3.2.1. Initial Performance Reviews. The City Council will meet with Stump within approximately 90 days of reporting to work to provide an initial performance review. The 90-day review will be followed by a mid-year review.

3.2.2. Standard Annual Reviews. Not less than once each year commencing on or after the first anniversary of reporting to work, the City Council shall meet with Stump for the express purpose of evaluating her performance as City Attorney.

3.2.3. Salary Adjustments. Stump shall receive the same general cost of living adjustment ("COLA"), if any, provided to Management and Professional Personnel without the need to amend this Agreement. In its sole discretion and where warranted, the City Council may award labor market or internal adjustments to base salary. In connection with the standard annual review, as provided above, the City Council shall annually consider incentive pay based on performance, but the ultimate decision in this regard is within the sole discretion of the City Council.

4. Regular Benefits and Allowances. Except as otherwise provided in this Agreement, Stump will be eligible for, and shall receive, all regular benefits (i.e., health insurance, PERS contribution paid by City, etc.) and vacation, sick leave, and management leave as are generally provided to management employees pursuant to the City Council-approved

Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.

5. Additional Benefit Terms and Allowances. In addition to the benefit terms specified in section 4; the following additional benefit terms and allowances shall apply to Stump:

5.1. Standard New-Tier Pension. Stump shall be enrolled in and shall be a member of the California Public Employees' Retirement System ("PERS"), with benefits as provided under the City's contract with PERS, including the 2% @ 60 miscellaneous formula applicable to new employees. Employee contributions shall be paid as provided in the Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.

5.2. 401(a) Defined Contribution Retirement Plan. The City shall pay \$1,250 per month to a 401(a) retirement plan account established for Stump. Stump may make additional contributions to the legal maximum.

5.3. 457 Retirement Plan. Stump shall be eligible, at her discretion, to make voluntary contributions to the City's 457 plan, to the maximum extent allowed under the plan documents or by law.

5.4. Standard Auto Allowance and Parking. Stump shall receive the standard automobile allowance provided in the Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time. Such allowance is currently \$325.00 per month. The City will provide parking at the Civic Center without charge to Stump.

5.5. Vacation Leave upon Start of Employment. In recognition of her prior public service, Stump will be credited with vacation leave at a rate of 180 hours annually, prorated and credited according to City's normal procedures. Effective at the start of Stump's second year of service and thereafter, Stump will be credited with vacation leave at the rate applicable to an employee with nineteen or more years of continuous service, currently a rate of 200 hours per year, prorated and credited according to City's normal procedures. On the Employment Start Date, Stump will be credited with 80 hours of vacation leave, in addition to the accruals noted in this paragraph.

5.6. Sick Leave upon Start of Employment. On the Employment Start Date, Stump will be credited with 96 hours of sick leave, in addition to the standard accruals provided in the Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.

6. Additional Expenses of Employment. City shall pay or reimburse (at City's option) for the following usual and customary employment expenses:

6.1. The cost of any fidelity or other bonds required by law for Stump.

250 Hamilton Avenue
Palo Alto, CA 95901
Phone: (650) 329-2571
FAX: (650) 328-3631

STUMP:

Molly S. Stump
250 Hamilton Avenue
Palo Alto, CA 94301
Phone: (650) 329-2171
FAX: (650) 329-2646

9.2. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated and signed by the parties, and attached hereto.

9.3. Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the proper court in Santa Clara County.

9.4. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

9.5. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.


9.6. Representation by Counsel. Stump and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

9.7. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

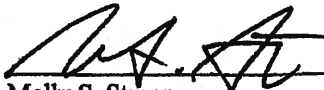
Dated: 4-18-2011

CITY OF PALO ALTO


By


Steve Espinosa,
Mayor

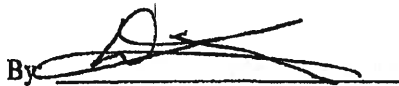
Dated: 3/17/11


Molly S. Stump

Attest:


City Clerk

Approved as to Form:

By 
Donald A. Larkin

**AMENDMENT NO. FOUR THREE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
HARRIET RICHARDSON**

This AMENDMENT NO. FOUR THREE to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on December 17 November 6, 20172018, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and HARRIET RICHARDSON ("Richardson"), an individual, located at 250 Hamilton Avenue, 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Harriet Richardson, attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Auditor on or about April 4, 2014; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about February 1, 2016; and

WHEREAS, AMENDMENT NO. TWO to the Agreement, attached hereto and incorporated herein as Exhibit "C" was entered into between the parties on or about December 12, 2016; and

WHEREAS, AMENDMENT NO. THREE to the Agreement, attached hereto and incorporated herein as Exhibit "D" was entered into between the parties on or about November 6, 2017; and

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 20172018, Richardson's annual base salary shall be increased to One Hundred Ninety Five Eighty Seven Thousand Forty Two Five Hundred Thirty Three and No/100 Dollars (\$195,042187,533.00), prorated and paid on City's regular paydays. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Richardson is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Richardson's base annual salary will not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (including

Council Appointed Officers).

//

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SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO

City Clerk

Mayor

Dated: _____

APPROVED AS TO FORM:

HARRIET RICHARDSON

City Attorney

Dated: _____

Attachments:

EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO
AND HARRIET RICHARDSON
EXHIBIT B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND HARRIET RICHARDSON
EXHIBIT C: AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND HARRIET RICHARDSON
EXHIBIT D: AMENDMENT NO. THREE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND HARRIET RICHARDSON

**AMENDMENT NO. THREE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
HARRIET RICHARDSON**

This AMENDMENT NO. THREE to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on November 6, 2017, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and HARRIET RICHARDSON ("Richardson"), an individual, located at 250 Hamilton Avenue, 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Harriet Richardson, attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Auditor on or about April 4, 2014; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about February 1, 2016; and

WHEREAS, AMENDMENT NO. TWO to the Agreement, attached hereto and incorporated herein as Exhibit "C" was entered into between the parties on or about December 12, 2016; and

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 2017, Richardson's annual base salary shall be increased to One Hundred Eighty Seven Thousand Five Hundred Thirty Three and No/100 Dollars (\$187,533.00), prorated and paid on City's regular paydays. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Richardson is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Richardson's base annual salary will not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (including Council Appointed Officers).

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SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO

DocuSigned by:
Beth Minor 11/30/2017
City Clerk
25230176A804D7...

DocuSigned by:
[Signature]
Mayor
FB3765F09D34EA...

Dated: 11/30/2017

APPROVED AS TO FORM:

DocuSigned by:
Molly Stump 11/28/2017
City Attorney
90A7403A03...

HARRIET RICHARDSON

DocuSigned by:
Harriet Richardson
CE2F23E22559442C...

Dated: 11/30/2017

Attachments:

- EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND HARRIET RICHARDSON
- EXHIBIT B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND HARRIET RICHARDSON
- EXHIBIT C: AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND HARRIET RICHARDSON

**AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
HARRIET RICHARDSON**

This AMENDMENT NO. TWO to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on 12/12/2016, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and HARRIET RICHARDSON ("Richardson"), an individual, located at 250 Hamilton Avenue, 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Harriet Richardson, attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Auditor on or about April 4, 2014; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about 02/01/2016; and

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 2016, Richardson's annual base salary shall be increased to One Hundred Eighty Thousand Three Hundred Fifteen and 20/100 Dollars (\$180,315.20), prorated and paid on City's regular paydays. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Richardson is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Richardson's base annual salary will not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (including Council Appointed Officers).

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SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO

DocuSigned by:
Beth Minor
City Clerk 45F95502DB71492...

DocuSigned by:
HGS
Mayor EDFFFE3FE1024BA...

Dated: 6/7/2017

APPROVED AS TO FORM:

DocuSigned by:
Molly Stump
City Attorney 39AA473B653574A9...

HARRIET RICHARDSON

DocuSigned by:
Harriet Richardson
CEF23E22559442C...

Dated: 5/31/2017

Attachments:

- EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND HARRIET RICHARDSON
- EXHIBIT B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND HARRIET RICHARDSON

**AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
HARRIET RICHARDSON**

This AMENDMENT NO. ONE to the EMPLOYMENT AGREEMENT (“Agreement”) is entered into on February 1, 2016, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“City”), and HARRIET RICHARDSON (“Richardson”), an individual, located at 250 Hamilton Avenue, 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Harriet Richardson, attached hereto and incorporated herein as Exhibit “A” was entered into between the parties for the services of City Auditor on or about April 4, 2014; and

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3.1 of the Agreement, Compensation, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 2015, Richardson’s annual base salary shall be increased to One Hundred Seventy Three Thousand Three Hundred Sixty Eight and No/100 Dollars (\$173,368.00), prorated and paid on City’s regular paydays. This amount is subject to authorized or required deductions and withholding, prorated and paid on City’s regular paydays. Richardson is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Richardson’s base annual salary will not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (including Council Appointed Officers).

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SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

DocuSigned by:
Beth Minor
45E95502DB71492...
City Clerk

CITY OF PALO ALTO

DocuSigned by:
Patrick Burt
0B8A2FFEE5FA472...
Patrick Burt

Dated: 3/2/2016

APPROVED AS TO FORM:

DocuSigned by:
Molly Stump
39A473B653574A9...
City Attorney

HARRIET RICHARDSON

DocuSigned by:
Harriet Richardson
CEF23E22559442G...

Dated: 3/2/2016

Exhibit A

**EMPLOYMENT AGREEMENT
BETWEEN CITY OF PALO ALTO
AND
HARRIET RICHARDSON**

THIS AGREEMENT is between the City of Palo Alto, a municipal corporation and chartered city ("City") and Harriet Richardson ("Richardson"). It is effective on the latest date next to the signatures on the last page.

This Agreement is entered into on the basis of the following facts:

A. City, acting by and through its City Council, wishes to employ Richardson as its City Auditor, subject to the terms and conditions set forth in this Agreement, the Palo Alto Municipal Code and the Charter of the City of Palo Alto (the "Charter").

B. Under the Charter, the City Auditor is appointed by and serves at the pleasure of the City Council. Notwithstanding any provision of the City of Palo Alto Merit System Rules and Regulations, the City Auditor serves on an at-will basis, with no expectation of continued employment, and with no right to pre-or post-separation due process or appeal.

C. Richardson desires to be employed by the City as its City Auditor, subject to the terms and conditions in this Agreement, the Palo Alto Municipal Code, the Charter, the Palo Alto Merit System Rules and Regulations as they are applicable to Council-appointed officers, and all other applicable laws, resolutions, and policies.

D. The City and Richardson wish to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, THE CITY AND RICHARDSON AGREE AS FOLLOWS:

1. Employment. The City appoints Richardson as its City Auditor for an indefinite term to begin on April 15, 2014. If Richardson does not actually report for or start work on April 15, 2014, the employment start date will be the date, if any, that is mutually agreed by the parties.

2. Duties of the City Auditor. Richardson will perform the duties established for the City Auditor by the Charter, the Palo Alto Municipal Code, direction given by the City Council, and as otherwise provided by law, ordinance, or regulation. Richardson agrees to comply with all federal, state and local laws, ordinances, rules and regulations applicable to or associated with these duties.

2.1. Full Energy and Skill. Richardson will devote her full energy, skill, ability, and productive time to the performance of her duties.

2.2. No Conflict. Richardson will not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with or which interferes with the performance of her duties. Richardson acknowledges that she is subject to the various conflict of interest requirements found in the California Government Code and state and local policies and regulations.

2.3 Permission Required For Outside Activities. Richardson will not engage in any employment, activity, consulting service, or other enterprise, for compensation or not, without written permission of the City Council.

3. Compensation. While performing the duties of City Auditor, Richardson will be compensated as provided in this Section 3.

3.1. Compensation. Richardson will receive an initial gross base annual salary of One Hundred Sixty Seven Thousand Five Hundred Dollars (\$167,500.00), beginning on the Employment Start Date. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Richardson is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Richardson's base annual salary will not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to either all Council Appointed Officers or all City Executive Staff (including Council Appointed Officers).

3.2. Salary Adjustments. Not less than once each year, the City Council will meet with Richardson for the purpose of evaluating her performance. The City Council will act in good faith in determining whether to increase the salary of Richardson, but the ultimate decision in this regard is within the sole discretion of the City Council.

4. Benefits and Allowances. Richardson will be eligible for, and shall receive, all regular benefits (i.e., health insurance, PERS contributions to the extent paid by the City, etc.) and vacation, sick leave, and management leave, as are generally provided to management employees under the City Council-approved Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.

5. Additional Benefits and Allowances. In addition to the benefits specified in section 4, Richardson will receive the following additional benefits and allowances:

5.1. Parking. The City will provide parking at the Civic Center at no cost to Richardson.

5.2. Deferred Compensation. The City will pay a total of Five Hundred Dollars (\$500.00) per month into an Internal Revenue Code section 457 deferred compensation plan or an Internal Revenue Code section 401(a) defined contribution plan established for Richardson. Richardson will specify how the payment is to be divided between the two plans. The City shall take all actions necessary to establish the section 401(a) plan with ICMA-

Retirement Corporation, or other mutually acceptable trustee, for the benefit of Richardson, including any administrative or setup fees.

5.3. Vacation Accrual. Notwithstanding the Management and Professional Personnel and Council Appointees Compensation Plan and based on service with prior public agency employers, Richardson's vacation accrual rate will be calculated at the rate of one hundred and sixty (160) hours annually, prorated and credited each pay period. The maximum vacation leave balance allowed for Richardson is four hundred and eighty (480) hours.

5.5. Sick Leave Accrual. Richardson will accrue sick leave at a rate of 3.7 hours per bi-weekly pay period based on a forty-hour per designated workweek schedule. Richardson may, if necessary, use up to forty-eight hours of sick leave at any time during the first six months of employment. Use of sick leave shall be subject to the policies and procedures set forth in the Merit System Rules and Regulations.

5.6. Relocation and Temporary Housing Expenses. The City will provide Richardson with a total amount not to exceed five thousand dollars (\$5,000) for relocation and temporary housing expenses, paid on a reimbursement basis for actual costs incurred. The City shall reimburse Richardson for relocation expenses actually incurred as described in Section B ("Basic Package") and C ("Optional Package") of the City's Relocation Expense Policy (Policy & Procedure 2-08).

6. Additional Expenses of Employment. The City shall pay the cost of any fidelity or other bonds required by law for the City Auditor.

7. Duration of Employment. Richardson understands and agrees that she has no constitutionally protected property or other interest in her employment as City Auditor. Richardson waives any and all rights, if any, under the Merit System Rules and Regulations, including without limitation, the right to pre-or post-disciplinary due process. Richardson understands and agrees that she works at the will and pleasure of the City Council and that she may be terminated or asked to resign at any time, with or without cause. Richardson may terminate this agreement (terminating all employment) upon 30 days written notice to the City Council.

7.1. Severance Pay. If Richardson is asked to resign or is terminated as City Auditor she shall receive a cash severance payment or payments (without interest) at intervals specified by Richardson, equaling three (3) months salary and benefits at the date of termination. The monthly non-salary benefits shall be those specified in sections 4 and 5. All normal withholdings as required by law shall be made with respect to any amounts paid under this section.

7.2. Non-Payment of Severance Under Certain Conditions. If the City terminates Richardson for conduct that would otherwise constitute a felony, regardless of whether Richardson is actually convicted on a felony charge, the City shall not owe and Richardson shall not receive any severance pay.

8. Miscellaneous.

8.1. Notices. Notices given under this Agreement shall be in writing and shall be either: a) served personally; or b) sent by facsimile (provided a hard copy is mailed within one (1) business day); or c) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or d) sent by Federal Express, or some equivalent private mail delivery service. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

CITY: Attn: Mayor
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301
Phone: (650) 329-2226
Fax: (650) 328-3631

RICHARDSON: Harriet Richardson
250 Hamilton Avenue
Palo Alto, CA 94301

8.2. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

8.3. Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the proper court in Santa Clara County.

8.4. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

8.5. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

8.6. Representation by Counsel. Richardson and the City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

8.7. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

Dated: 7/21/14

CITY OF PALO ALTO

By [Signature]
For Nancy Shepherd, Mayor

Dated: 4/4/14

RICHARDSON

[Signature]
Harriet Richardson

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Certificate Of Completion

Envelope Id: 527ACF199F8448D3819246FFBF1907DF

Status: Completed

Subject: Please DocuSign: Harriet Richardson Contract Amendment 2-2016.pdf

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Elizabeth Egli

AutoNav: Enabled

250 Hamilton Ave

Envelopeld Stamping: Enabled

Palo Alto , CA 94301

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

elizabeth.egli@cityofpaloalto.org

IP Address: 199.33.32.254

Record Tracking

Status: Original

Holder: Elizabeth Egli

Location: DocuSign

2/10/2016 11:11:03 AM

elizabeth.egli@cityofpaloalto.org

Signer Events

Signature

Timestamp

Molly Stump

Molly.Stump@cityofpaloalto.org

City Attorney

City of Palo Alto

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

DocuSigned by:
Molly Stump
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Signed: 3/2/2016 3:41:03 PM

Harriet Richardson

Harriet.Richardson@cityofpaloalto.org

City Auditor

City of Palo Alto

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

DocuSigned by:
Harriet Richardson
CEF23E22559442C...

Using IP Address: 199.33.32.254

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Signed: 3/2/2016 3:48:28 PM

Patrick Burt

patrick.burt@cityofpaloalto.org

Mayor

City of Palo Alto

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

DocuSigned by:
Patrick Burt
0B8A2FFEE5FA473...

Using IP Address: 207.10.104.66

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Signed: 3/2/2016 7:51:26 PM

Beth Minor

beth.minor@cityofpaloalto.org

City Clerk

City of Palo Alto

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

DocuSigned by:
Beth Minor
45F95502DB71492...

Using IP Address: 199.33.32.254

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Viewed: 3/2/2016 8:23:31 PM

Signed: 3/2/2016 8:23:53 PM

In Person Signer Events

Signature

Timestamp

**AMENDMENT NO. ~~FOURTHREE~~ TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
BETH MINOR**

This AMENDMENT NO. ~~FOUR THREE~~ to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on December 17 ~~November 6, 2017~~ 2018, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and BETH MINOR ("Minor"), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Beth Minor, attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Clerk on or about June 9, 2015; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about February 1, 2016; and

WHEREAS, AMENDMENT NO. TWO to the Agreement, attached hereto and incorporated herein as Exhibit "C" was entered into between the parties on or about December 12, 2016; and

WHEREAS, AMENDMENT NO. THREE to the Agreement, attached hereto and incorporated herein as Exhibit "D" was entered into between the parties on or about November 6, 2017; and

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3 of the Agreement, Salary, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, ~~2017~~ 2018, Minor's annual base salary shall be increased to One Hundred ~~Fifty Two Forty Six Thousand Eight Six Hundred Ninety Three Six~~ and No/100 Dollars (~~\$152,693~~ 146,806.00), prorated and paid on City's regular paydays. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Minor is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Minor's base annual salary will not decrease, except as part of the permanent decrease that is consistent with the Fair Labor Standards Act.

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SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO

Assistant City Clerk

Mayor

Dated: _____

APPROVED AS TO FORM:

BETH MINOR

City Attorney

Dated: _____

Attachments:

EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND BETH MINOR

EXHIBIT B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND BETH MINOR

EXHIBIT C: AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND BETH MINOR

EXHIBIT D: AMENDMENT NO. THREE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND BETH MINOR

**AMENDMENT NO. THREE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
BETH MINOR**

This AMENDMENT NO. THREE to the EMPLOYMENT AGREEMENT (“Agreement”) is entered into on November 6, 2017, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“City”), and BETH MINOR (“Minor”), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Beth Minor, attached hereto and incorporated herein as Exhibit “A” was entered into between the parties for the services of City Clerk on or about June 9, 2015; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit “B” was entered into between the parties on or about February 1, 2016; and

WHEREAS, AMENDMENT NO. TWO to the Agreement, attached hereto and incorporated herein as Exhibit “C” was entered into between the parties on or about December 12, 2016; and

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3 of the Agreement, Salary, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 2017, Minor’s annual base salary shall be increased to One Hundred Forty Six Thousand Eight Hundred Six and No/100 Dollars (\$146,806.00), prorated and paid on City’s regular paydays. This amount is subject to authorized or required deductions and withholding, prorated and paid on City’s regular paydays. Minor is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Minor’s base annual salary will not decrease, except as part of the permanent decrease that is consistent with the Fair Labor Standards Act.

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SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO

DocuSigned by:
Jessica Brettle 12/7/2017
Assistant City Clerk

DocuSigned by:
11. City Seal
Mayor EDFFFE3FE1024BA...

Dated: 12/6/2017

APPROVED AS TO FORM:

DocuSigned by:
Albert Yang 12/5/2017
City Attorney

BETH MINOR

DocuSigned by:
Beth Minor
27523117DA804D7...

Dated: 12/5/2017

Attachments:

- EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND BETH MINOR
- EXHIBIT B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND BETH MINOR
- EXHIBIT C: AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND BETH MINOR

**AMENDMENT NO. TWO TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
BETH MINOR**

This AMENDMENT NO. TWO to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on December 12, 2016 by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and BETH MINOR ("Minor"), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Beth Minor, attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Clerk on or about June 9, 2015; and

WHEREAS, AMENDMENT NO. ONE to the Agreement, attached hereto and incorporated herein as Exhibit "B" was entered into between the parties on or about February 1, 2016; and

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3 of the Agreement, Salary, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 2016, Minor's annual base salary shall be increased to One Hundred Forty One Thousand One Hundred Forty Eight and 80/100 Dollars (\$141,148.80), prorated and paid on City's regular paydays. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Minor is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Minor's base annual salary will not decrease, except as part of the permanent decrease that is consistent with the Fair Labor Standards Act.

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SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

CITY OF PALO ALTO

DocuSigned by:
Jessica Brettle
Assistant City Clerk

DocuSigned by:
[Signature]
Mayor

Dated: 5/24/2017

APPROVED AS TO FORM:

DocuSigned by:
Molly Stump
City Attorney

BETH MINOR

DocuSigned by:
Beth Minor

Dated: 5/17/2017

Attachments:

- EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND BETH MINOR
- EXHIBIT B: AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND BETH MINOR

**AMENDMENT NO. ONE TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
BETH MINOR**

This AMENDMENT NO. ONE to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on February 1, 2016, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and BETH MINOR ("Minor"), an individual, located at 250 Hamilton Avenue 8th Floor, Palo Alto, CA.

RECITALS:

WHEREAS, the original EMPLOYMENT AGREEMENT between the City of Palo Alto and Beth Minor, attached hereto and incorporated herein as Exhibit "A" was entered into between the parties for the services of City Clerk on or about June 9, 2015; and

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1: Section 3 of the Agreement, Salary, is hereby amended to read as follows:

Commencing on and continuing from the pay period including July 1, 2015, Minor's annual base salary shall be increased to One Hundred Thirty Six Thousand Three Hundred Sixty Four and No/100 Dollars (\$136,364.00), prorated and paid on City's regular paydays. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Minor is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Minor's base annual salary will not decrease, except as part of the permanent decrease that is consistent with the Fair Labor Standards Act.

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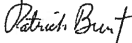
SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

ATTEST:

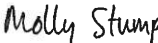
DocuSigned by:

1CE2FC2276F8465...
Assistant City Clerk

CITY OF PALO ALTO

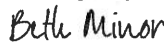
DocuSigned by:

0B8A2FFEE5FA473...
Patrick Burt

Dated: 3/16/2016

APPROVED AS TO FORM:

DocuSigned by:

39A473B653574A9...
City Attorney

BETH MINOR

DocuSigned by:

45F95502DB71492...

Dated: 3/7/2016

Exhibit A

**EMPLOYMENT AGREEMENT
BETWEEN CITY OF PALO ALTO
AND
BETH MINOR**

THIS AGREEMENT is between the City of Palo Alto, a municipal corporation and chartered city ("City") and Beth Minor ("Minor"). It is effective on the latest date next to the signatures on the last page.

This Agreement is entered into on the basis of the following facts:

- A. City, acting by and through its City Council, wishes to employ Minor as its City Clerk, subject to the terms and conditions set forth in this Agreement, the Palo Alto Municipal Code and the Charter of the City of Palo Alto (the "Charter").
- B. Under the Charter, the City Clerk is appointed by the City Council. Notwithstanding any provision of the City of Palo Alto Merit System Rules and Regulations, the City Clerk serves on an at-will basis, with no expectation of continued employment, and with no right to pre-or post-separation due process or appeal.
- C. Minor desires to be employed by the City as its City Clerk, subject to the terms and conditions in this Agreement, the Palo Alto Municipal Code, the Charter, the Palo Alto Merit System Rules and Regulations, and all other applicable laws, resolutions, and policies.
- D. The City and Minor wish to establish specific terms and conditions relating to compensation and benefits and related matters.

BASED UPON THE FOREGOING, THE CITY AND MINOR AGREE AS FOLLOWS:

1. Employment. The City appoints Minor as its City Clerk for an indefinite term to begin on May 5, 2015. If Minor does not actually report for or start work on May 5, 2015, the employment start date will be the date, if any, that is mutually agreed by the parties. Except as otherwise provided herein, Minor's employment with the City shall be governed by the City Council-adopted Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.
2. Duties of the City Clerk. Minor will perform the duties established for the City Clerk by the Palo Alto City Charter, by the Palo Alto Municipal Code, by direction given by the City Council, and as otherwise provided by law, ordinance, or regulation. Minor agrees to comply with all federal, state and local laws, ordinances, rules and regulations applicable to or associated with these duties.

2.1. Full Energy and Skill. Minor will devote her full energy, skill, ability, and productive time to the performance of her duties.

2.2. No Conflict. Minor will not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with or which interferes with the performance of her duties. Minor acknowledges that she is subject to the various conflict of interest requirements found in the California Government Code and state and local policies and regulations.

2.3 Permission Required For Outside Activities. Minor will not engage in any employment, activity, consulting service, or other enterprise, for compensation or not, without written permission of the City Council.

3. Salary. While performing the duties of City Clerk, Minor will receive a base salary within the range provided in the City Council-approved Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time. Minor will receive an initial gross base annual salary of one hundred thirty five thousand dollars and eighty cents (\$135,000.00), beginning on the Employment Start Date. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Minor is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Minor's base annual salary will not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act.
4. Benefits and Allowances. Minor will be eligible for, and shall receive, all regular benefits (i.e., health insurance, PERS contributions to the extent paid by the City, etc.) and vacation, sick leave, and management leave, as are generally provided to management employees under the City Council-approved Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.
5. Additional Benefits and Allowances. In addition to the benefits specified in section 4, Minor will receive the following additional benefits and allowances:
 - 5.1. Vacation Accrual. Notwithstanding the Management and Professional Personnel and Council Appointees Compensation Plan, Minor's vacation accrual rate will be calculated at the rate of one hundred eighty (180) hours annually, prorated and credited each pay period.
 - 5.3. Severance. If Minor is terminated or asked to resign she shall, upon execution of a release of all claims against the City, be eligible for a severance payment according to the City Council-adopted Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time, currently equivalent to a maximum of twelve (12) weeks of salary and benefits. No severance shall be paid if Minor is terminated for serious misconduct involving abuse of her office or position, including but not limited to waste, fraud, violation of the law under color of authority, misappropriation of public resources, violence, harassment or discrimination. If Minor is later

convicted of a crime involving such abuse of her position she shall fully reimburse the City as set forth in Government Code section 53243.3.

6. **Additional Expenses of Employment.** The City shall pay the cost of any fidelity or other bonds required by law for the City Clerk.
7. **Duration of Employment.** Minor understands and agrees that she has no constitutionally protected property or other interest in her employment as City Clerk. Minor waives any and all rights, if any, under the Merit System Rules and Regulations, including without limitation, the right to pre-or post-disciplinary due process. Minor understands and agrees that she works at the will and pleasure of the City Council and that she may be terminated or asked to resign at any time, with or without cause. Minor may terminate this agreement (terminating all employment) upon 30 days written notice to the City Manager.

8. **Miscellaneous.**

8.1. **Notices.** Notices given under this Agreement shall be in writing and shall be either: a) served personally; or b) sent by facsimile (provided a hard copy is mailed within one (1) business day); or c) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or d) sent by Federal Express, or some equivalent private mail delivery service. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

CITY: Attn: Mayor, City Council
250 Hamilton Avenue Palo Alto, CA 94301
Phone: (650) 329-2226
Fax: (650) 328-3631

MINOR: Beth Minor
250 Hamilton Avenue Palo Alto, CA 94301
Fax: (650) 328-3631

8.2. **Entire Agreement/ Amendment.** This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

8.3. Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the proper court in Santa Clara County.

8.4. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

8.5. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

8.6. Representation by Counsel. Minor and the City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

8.7. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

MINOR

DocuSigned by:

Beth D. Minor


08A4DD1EFC8408

Beth Minor

6/9/2015

Date: _____

CITY OF PALO ALTO


City Manager

Date: 6.16.2015

ATTEST:

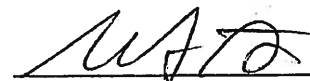
DocuSigned by:



By: David Carnahan

Deputy City Clerk

APPROVED AS TO FORM:



Deputy City Attorney