

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.

6.2. The cost of mandatory dues for the State Bar of California.

6.3 Professional Development Reimbursement as provided under the Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time. Stump shall be provided with the greater of the standard annual benefit or the reasonable expense necessary to attend not less than 2 (two) League of California Cities City Attorney Conferences per year.

7. Duration of Employment. Stump understands and agrees that she has no constitutionally protected property interest in her employment as City Attorney. She 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. She 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. Stump may terminate this Agreement (terminating all employment) upon 30 days written notice to the City Council.

7.1. Severance Pay. If Stump is asked to resign or is terminated as City Attorney, she shall receive a cash severance payment or payments (without interest) at intervals specified by Stump, equaling six (6) months salary and benefits calculated at the date of termination. The six (6) month severance benefit will increase by one month for each completed year of service, to a maximum of nine (9) months. (By way of example, after one year of service, the severance benefit will be seven [7] months, after two years it will be eight [8] months and after three years or more it will be nine [9] months.)

7.2. Non-Payment of Severance under Certain Conditions. If the termination of Stump is the result of conviction of a felony, she shall not be paid any severance pay.

8. Indemnification. The City will defend and pay any costs and judgments assessed against Employee arising out of an act or omission by Employee occurring in the course and scope of Employee's performance of her duties under this Agreement in accordance with the provisions of Government Code Sections 825, 995, and 995.2 through 995.8.

9. Miscellaneous.

9.1. 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 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.

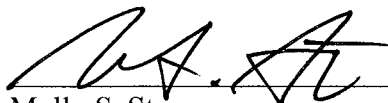
9.7. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

Dated: 4-18-2011

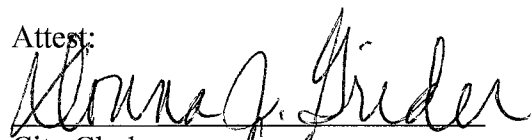
CITY OF PALO ALTO

By 
Sid Espinosa,
Mayor

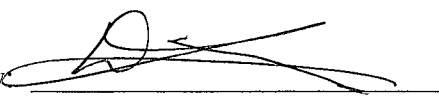
Dated: 3/17/11


Molly S. Stump

Attest:


City Clerk

Approved as to Form:

By 
Donald A. Larkin

**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:

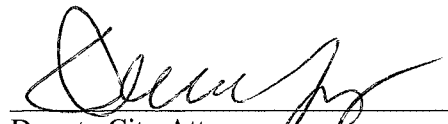

City Clerk

CITY OF PALO ALTO


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

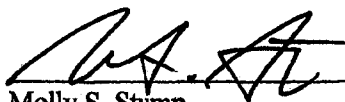
CITY OF PALO ALTO

By


Steve Espinosa,
Mayor

Dated:

3/17/11



Molly S. Stump

Attest:



City Clerk

Approved as to Form:

By 

Donald A. Larkin

**AMENDMENT NO. 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

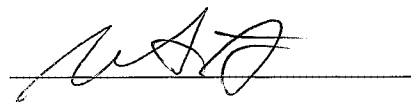
Dated: _____

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.

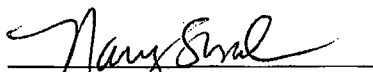
SECTION 3. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

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

ATTEST:

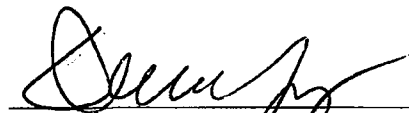

City Clerk

CITY OF PALO ALTO



Nancy Shepherd
Mayor

Dated: 3/21/14

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


Sr. Espinosa,
Mayor

Dated:

3/17/11

Molly S. Stump

Attest:

Monna J. Ginder
City Clerk

Approved as to Form:

By

Donald A. Larkin

**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).

//

//

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
45F95502DB71492...
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
15B8C45220134DC...
Deputy City Attorney

MOLLY S. STUMP

DocuSigned by:
Molly Stump
39A473B659674A9...

Dated: 3/2/2016

Exhibit B

**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.

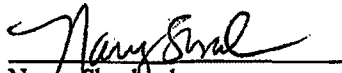
SECTION 3. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

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

ATTEST:


City Clerk

CITY OF PALO ALTO



Nancy Shepherd
Mayor

Dated: 3/21/14

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 C

**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.

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.

6.2. The cost of mandatory dues for the State Bar of California.

6.3 Professional Development Reimbursement as provided under the Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time. Stump shall be provided with the greater of the standard annual benefit or the reasonable expense necessary to attend not less than 2 (two) League of California Cities City Attorney Conferences per year.

7. Duration of Employment. Stump understands and agrees that she has no constitutionally protected property interest in her employment as City Attorney. She 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. She 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. Stump may terminate this Agreement (terminating all employment) upon 30 days written notice to the City Council.

7.1. Severance Pay. If Stump is asked to resign or is terminated as City Attorney, she shall receive a cash severance payment or payments (without interest) at intervals specified by Stump, equaling six (6) months salary and benefits calculated at the date of termination. The six (6) month severance benefit will increase by one month for each completed year of service, to a maximum of nine (9) months. (By way of example, after one year of service, the severance benefit will be seven [7] months, after two years it will be eight [8] months and after three years or more it will be nine [9] months.)

7.2. Non-Payment of Severance under Certain Conditions. If the termination of Stump is the result of conviction of a felony, she shall not be paid any severance pay.

8. Indemnification. The City will defend and pay any costs and judgments assessed against Employee arising out of an act or omission by Employee occurring in the course and scope of Employee's performance of her duties under this Agreement in accordance with the provisions of Government Code Sections 825, 995, and 995.2 through 995.8.

9. Miscellaneous.

9.1. 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 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

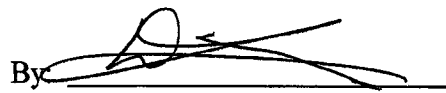
Dated: 3/17/11


Molly S. Stump

Attest:


City Clerk

Approved as to Form:

By 
Donald A. Larkin

**AMENDMENT NO. FOUR 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 Howzell
Principal City Attorney 9500B88F06454F0...

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. 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. SIX TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
MOLLY S. STUMP**

This AMENDMENT NO. SIX to the EMPLOYMENT AGREEMENT (“Agreement”) is entered into on December 17, 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, 2018, Stump’s annual base salary shall be increased to Two Hundred Ninety Eight ThousandFour Hundred Eighty and No/100 Dollars (\$298,480.00), 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 2/11/2019

City Clerk

DocuSigned by:
Eric Filseth

Mayor
2/11/2019
Dated: _____

APPROVED AS TO FORM:

DocuSigned by:
Terence Howzell 2/11/2019

Chief Assistant City Attorney

MOLLY S. STUMP
DocuSigned by:
Molly Stump

2/6/2019
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. SEVEN TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND
MOLLY S. STUMP**

This AMENDMENT NO. SEVEN to the EMPLOYMENT AGREEMENT (“Agreement”) is entered into on December 17, 2019 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, AMENDMENT NO. SIX to the Agreement, attached hereto and incorporated herein as Exhibit “G” was entered into between the parties on or about December 17, 2018.

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, 2019,

Stump's annual base salary shall be increased to Three Hundred Thirteen Thousand Four Hundred and Fourteen and No/100 Dollars (\$\$313,414), 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 27523117DA804D7...

DocuSigned by:
Eric Filseth

Mayor 64244717295F422...

Dated: 12/17/2019

APPROVED AS TO FORM:

DocuSigned by:
Terence Howzell

Chief Assistant City Attorney 27523117DA804D7...

MOLLY S. STUMP

DocuSigned by:
Molly Stump

39A473B653574A9...

Dated: 12/17/2019

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

EXHIBIT G: AMENDMENT NO. SIX TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP

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

This AMENDMENT NO. Eight to the EMPLOYMENT AGREEMENT (“Agreement”) is entered into on June 22, 2020 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, AMENDMENT NO. SIX to the Agreement, attached hereto and incorporated herein as Exhibit “G” was entered into between the parties on or about December 17, 2018.

WHEREAS, AMMENDMENT NO. SEVEN to the Agreement, attached hereto and incorporated herein as exhibit “H” was entered into between the parties on or about December 17, 2019.

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's annual base salary shall remain at Three Hundred Thirteen Thousand Four Hundred and Fourteen and No/100 Dollars (\$313,414), 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).

For the purposes of addressing the City's financial hardships related to the global pandemic of COVID-19, Stump has agreed to take a 10% salary reduction in the form of unpaid furlough days (up to 26 furlough days, 208 hours) between July 1, 2020 and June 30, 2021. Up to 5% of the salary reduction (up to 13 furlough days, 104 hours) may be offset using paid leave such as vacation or management annual leave. Stump has also agreed not to seek nor accept any performance or cost of living increase through June 30, 2021

SECTION 2. Section 4 of the agreement Regular Benefits and Allowance is hereby amended to read as follows:

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.

For the purposes of addressing the City's financial hardships related to the global pandemic of COVID-19, the City Attorney has agreed to reduce her excess management benefit of \$2,500 as outlined in the Management and Professional compensation plan to \$1,250 for the 2021 calendar year.

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:

DocuSigned by:
Beth Minor 7/23/2020
27523117DA804D7...

Approved as to form:

DocuSigned by:
Jerence Howzell 7/23/2020
9E00BC9E06454FD...

City of Palo Alto

DocuSigned by:
Adrian Fine 7/23/2020
289F2F8A691E446...

Molly S Stump

DocuSigned by:
Molly Stump 7/22/2020
39A473B653574A9...

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
- EXHIBIT G: AMENDMENT NO. SIX TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
- EXHIBIT H: AMENDMENT NO. SEVEN TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP

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

This AMENDMENT NO. NINE to the EMPLOYMENT AGREEMENT (“Agreement”) is entered into on December 13, 2021 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, AMENDMENT NO. SIX to the Agreement, attached hereto and incorporated herein as Exhibit “G” was entered into between the parties on or about December 17, 2018.

WHEREAS, AMMENDMENT NO. SEVEN to the Agreement, attached hereto and incorporated herein as exhibit “H” was entered into between the parties on or about December 17, 2019.

WHEREAS, AMMENDMENT NO. EIGHT to the Agreement, attached hereto and incorporated herein as exhibit “I” was entered into between the parties on or about June 22,

2020.

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's annual base salary shall remain at Three Hundred Thirteen Thousand Four Hundred and Fourteen and No/100 Dollars (\$313,414), 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). At the recommendation of the CAO committee and consistent with annual merit practices, effective the first full pay period following July 1, 2021 Stump will receive a base annual salary of Three Hundred Twenty-Two Thousand Eight hundred and Seventeen dollars (\$322,817), paid on City's normal paydays.

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:

DocuSigned by:
Lesley Milton
E56491CF3DB34FA...

City of Palo Alto

DocuSigned by:
Pat Burt
ED9E9CFB89E64FF...

Approved as to form:

DocuSigned by:
Terence Howzell
9E00BC9E06454FD...

Molly S Stump

DocuSigned by:
Molly Stump
39A473B653574A9...

Attachments:

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP AMMENDMENTS NO. ONE THROUGH NO. EIGHT.

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

This AMENDMENT NO. TEN to the EMPLOYMENT AGREEMENT (“Agreement”) is entered into on November 28, 2022 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; 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 February 1, 2016; and

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; and

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; and

WHEREAS, AMENDMENT NO. SIX to the Agreement, attached hereto and incorporated herein as Exhibit “G” was entered into between the parties on or about December 17, 2018; and

WHEREAS, AMENDMENT NO. SEVEN to the Agreement, attached hereto and incorporated herein as Exhibit “H” was entered into between the parties on or about December 17, 2019; and

WHEREAS, AMENDMENT NO. EIGHT to the Agreement, attached hereto and incorporated herein as Exhibit “I” was entered into between the parties on or about June 22, 2020; and

WHEREAS, AMENDMENT NO. NINE to the Agreement, attached hereto and incorporated herein as Exhibit "J" was entered into between the parties on or about December 13, 2021; 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:

At the recommendation of the Palo Alto City Council Appointed Officers Committee (CAO) and consistent with annual merit practices, effective the first full pay period following July 1, 2022, Stump will receive a base annual salary of Three Hundred Thirty-Five Thousand Seven-Hundred Fifty dollars (\$335,750), paid on City's normal 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:

DocuSigned by:
Lesley Milton 12/8/2022
E56491CF3DB34FA...

City of Palo Alto

DocuSigned by:
Patrick Burt 12/7/2022
0FDBD5E1888C45D...

Approved as to form:

DocuSigned by:
Terence Hawzell 12/7/2022
9E00B69E06454FD...

Molly S. Stump

DocuSigned by:
Molly Stump 12/7/2022
39A473B659574A9...

Attachments:

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP AMENDMENTS NO. ONE THROUGH NO. NINE.

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

This AMENDMENT NO. ELEVEN to the EMPLOYMENT AGREEMENT (“Agreement”) is entered into on December 11, 2023 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; 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 February 1, 2016; and

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; and

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; and

WHEREAS, AMENDMENT NO. SIX to the Agreement, attached hereto and incorporated herein as Exhibit “G” was entered into between the parties on or about December 17, 2018; and

WHEREAS, AMENDMENT NO. SEVEN to the Agreement, attached hereto and incorporated herein as Exhibit “H” was entered into between the parties on or about December 17, 2019; and

WHEREAS, AMENDMENT NO. EIGHT to the Agreement, attached hereto and incorporated herein as Exhibit “I” was entered into between the parties on or about June 22, 2020; and

WHEREAS, AMENDMENT NO. NINE to the Agreement, attached hereto and incorporated herein as Exhibit “J” was entered into between the parties on or about December 13, 2021; and

WHEREAS, AMENDMENT NO. TEN to the Agreement, attached hereto and incorporated herein as Exhibit “K” was entered into between the parties on or about November 28, 2022; 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:

At the recommendation of the Palo Alto City Council Appointed Officers Committee (CAO) and consistent with annual merit practices, effective the first full pay period following July 1, 2023, Stump will receive a base annual salary of Three Hundred Fifty Nine Thousand Two Hundred and Fifty Eight dollars (\$359,258), paid on City’s normal 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:


DocuSigned by:

8691CE5898F6400...

City of Palo Alto

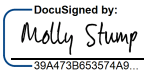
DocuSigned by:

5BE1B1635F4F4B6...

Approved as to form:

DocuSigned by:

81C299FA3B9340E...

Molly S. Stump

DocuSigned by:

39A473B653574A9...

Attachments:

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP AMENDMENTS NO. ONE THROUGH NO. TEN.

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

This AMENDMENT NO. TWELVE to the EMPLOYMENT AGREEMENT ("Agreement") is entered into on December 2, 2024 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; 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 February 1, 2016; and

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; and

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; and

WHEREAS, AMENDMENT NO. SIX to the Agreement, attached hereto and incorporated herein as Exhibit "G" was entered into between the parties on or about December 17, 2018; and

WHEREAS, AMENDMENT NO. SEVEN to the Agreement, attached hereto and incorporated herein as Exhibit "H" was entered into between the parties on or about December 17, 2019; and

WHEREAS, AMENDMENT NO. EIGHT to the Agreement, attached hereto and incorporated herein as Exhibit "I" was entered into between the parties on or about June

22, 2020; and

WHEREAS, AMENDMENT NO. NINE to the Agreement, attached hereto and incorporated herein as Exhibit "J" was entered into between the parties on or about December 13, 2021; and

WHEREAS, AMENDMENT NO. TEN to the Agreement, attached hereto and incorporated herein as Exhibit "K" was entered into between the parties on or about November 28, 2022; and

WHEREAS, AMENDMENT NO. ELEVEN to the Agreement, attached hereto and incorporated herein as Exhibit "L" was entered into between the parties on or about December 11, 2023; 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:

At the recommendation of the Palo Alto City Council Appointed Officers Committee (CAO) and consistent with annual merit practices, effective the first full pay period following July 1, 2024, Stump will receive a base annual salary of Three Hundred Sixty-Five Thousand Two Hundred and Sixty-Six dollars (\$365,266), paid on City's normal 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 5.2 of the Agreement, 401(a) Defined Contribution Retirement Plan, is hereby amended to read as follows:

The City shall contribute Thirty-Three Thousand and Eighty-Two dollars (\$33,082) annually, prorated and contributed on the City's normal paydays, to a 401(a)-retirement plan account established for Stump.

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:
Mahealani Ali 2/4/2025
8091CE5090F0400...

City of Palo Alto

Signed by:
Greer Stone 2/3/2025
174733172A9C49D...

Approved as to form:

DocuSigned by:
Jennifer Fine 2/5/2025
FD9313DE4B9E425...

Molly S. Stump

DocuSigned by:
Molly Stump 2/3/2025
39A473B653574A9...

Attachments:

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP
AMENDMENTS NO. ONE THROUGH NO. ELEVEN.

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

This AMENDMENT NO. THIRTEEN to the EMPLOYMENT AGREEMENT (“Agreement”) is entered into on December 1, 2025, 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 in 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 in Exhibit “B” was entered into between the parties on or about December 8, 2014; and

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

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

WHEREAS, AMENDMENT NO. FIVE to the Agreement, attached hereto and incorporated herein in Exhibit “B” was entered into between the parties on or about November 6, 2017; and

WHEREAS, AMENDMENT NO. SIX to the Agreement, attached hereto and incorporated herein in Exhibit “B” was entered into between the parties on or about December 17, 2018; and

WHEREAS, AMENDMENT NO. SEVEN to the Agreement, attached hereto and incorporated herein in Exhibit “B” was entered into between the parties on or about December 17, 2019; and

WHEREAS, AMENDMENT NO. EIGHT to the Agreement, attached hereto and

incorporated herein in Exhibit "B" was entered into between the parties on or about June 22, 2020; and

WHEREAS, AMENDMENT NO. NINE to the Agreement, attached hereto and incorporated herein in Exhibit "B" was entered into between the parties on or about December 13, 2021; and

WHEREAS, AMENDMENT NO. TEN to the Agreement, attached hereto and incorporated herein in Exhibit "B" was entered into between the parties on or about November 28, 2022; and

WHEREAS, AMENDMENT NO. ELEVEN to the Agreement, attached hereto and incorporated herein in Exhibit "B" was entered into between the parties on or about December 11, 2023; and

WHEREAS, AMENDMENT NO. TWELVE to the Agreement, attached hereto and incorporated herein in Exhibit "B" was entered into between the parties on or about December 2, 2024; 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.

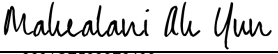
Section 5.2 of the Agreement, 401(a) Defined Contribution Retirement Plan, is hereby amended to read as follows:

Effective the first full pay period of July 2025, the City shall contribute Forty Four Thousand and Forty Six dollars (\$44,046) annually, prorated and contributed on the City's normal paydays, to a 401(a) retirement plan account established for Stump.

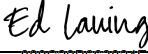
SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

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

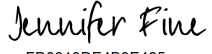
Attest:

DocuSigned by:
 12/9/2025
8691CE5898F6400...

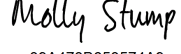
City of Palo Alto

Signed by:
 12/4/2025
880C20B663824E6...

Approved as to form:

DocuSigned by:
 12/4/2025
FD9313DE4B9E425...

Molly S. Stump

DocuSigned by:
 12/3/2025
39A473B653574A9...

Attachments:

EXHIBIT A: EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALO ALTO AND MOLLY S. STUMP

EXHIBIT B: AMENDMENTS NO. ONE THROUGH NO. TWELVE.