



City of Palo Alto

City Council Staff Report

(ID # 12387)

Report Type: Action Items

Meeting Date: 6/21/2021

Summary Title: Appointment of new City Clerk

Title: Approval of an Employment Agreement and Appointment of Lesley Milton to the Position of City Clerk at an Annual Salary of \$175,000

From: City Manager

Lead Department: Human Resources

Recommendation

Approval of an employment agreement and appointment of Lesley Milton to the position of City Clerk at an annual salary of \$175,000.

Background

The City Council makes appointments to council appointed officer positions. The appointment of the City Clerk position is subject to approval of the Council.

The duties of the City Clerk are set forth in the Charter of the City of Palo Alto and in Palo Alto Municipal Code section 2.08.110. The City Clerk proactively supports the City Council and works collaboratively with other Council Appointed Officers (CAOs) and City departments to facilitate the Council's vision, while upholding the duties and role of the City Clerk's Office with confidence and independence. The City Clerk must apply accuracy, attention to detail and timely communication and responsiveness, and ensure high-quality work products. The City Clerk is responsible for providing clear communications and maintaining strict standards of accountability.

Discussion

Upon receiving notice of the current City Clerk's retirement, the City Council retained the services of the executive recruitment firm Peckham & McKenney to conduct an extensive search for the City of Palo Alto's next City Clerk. Qualified applicants were evaluated for the position, and Lesley Milton was selected by the City Council as the top candidate.

Lesley has over 15 years of public service experience, of which 10 years has been working in the City Clerk profession. She spent the most recent years in the City of Seaside, where she has served in increasingly senior positions such as Assistant City Manager, City Clerk and Public Affairs Officer. Lesley has served as a team leader with a track record of leading innovative

processes that have increased the agencies transparency and citizen engagement. She earned her master's degree in Public Administration from the California State University, Dominguez Hills, and holds a Bachelor of Science in Political Science and Criminology from Washington State University.

Lesley Milton will begin work on July 26, 2021.

Resource Impact

Lesley will be an at-will employee serving at the pleasure of the City Council. The employment agreement proposed for Lesley Milton includes an annual salary of \$175,000. The agreement also includes a one-time amount of up to \$10,000 for the reimbursement of relocation expenses. Lesley will receive standard management benefits consistent with the Compensation Plan for Unrepresented Management and Professional employees.

The City Clerk position is budgeted within the City Clerk's Office and is included in the FY 22 proposed budget.

Policy Implications

This appointment is consistent with existing City policies.

Environmental Review

Approval of the appointment is not a project subject to environmental review.

Attachments:

- Attachment A - City Clerk Employment Agreement Lesley Milton June 16 2021 .docx

**EMPLOYMENT AGREEMENT
BETWEEN CITY OF PALO ALTO
AND
LESLEY MILTON**

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

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

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

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

- 1. **Employment.** The City appoints Milton as its City Clerk for an indefinite term to begin on **July 26, 2021**. If Milton does not actually report for or start work on July 26, 2021, the employment start date will be the date, if any, that is mutually agreed by the parties. Except as otherwise provided herein, Milton's employment with the City shall be governed by the City Council-adopted Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time.

2. **Duties of the City Clerk.** Milton will perform the duties established for the City Clerk by the Palo Alto City Charter, by the Palo Alto Municipal Code, by direction given by the City Council, and as otherwise provided by law, ordinance, or regulation. Milton 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.** Milton will devote her full energy, skill, ability, and productive time to the performance of her duties.

2.2. **No Conflict.** Milton will not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with or which interferes with the performance of her duties. Milton 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.** Milton will not engage in any employment, activity, consulting service, or other enterprise, for compensation or not, without written permission of the City Council.

3. **Salary.** While performing the duties of City Clerk, Milton will receive a base salary within the range provided in the City Council-approved Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time. Milton will receive an initial gross base annual salary of one hundred seventy thousand dollars (\$175,000.00), beginning on the Employment Start Date. This amount is subject to authorized or required deductions and withholding, prorated and paid on City's regular paydays. Milton is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Milton's base annual salary will not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act.

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

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

5.1. **Reimbursement for Relocation Expense.** Milton shall be reimbursed up to ten thousand dollars (\$10,000.00) moving and miscellaneous expenses associated with the relocation, consistent with the federal tax regulations for the year in which the move occurred. Reimbursement may also include:

5.1.1. **Lodging** - Up to thirty (30) days' temporary living expenses at 100% of actual and reasonable costs for all family members;

5.1.2. **Per Diem** – For the first 15 days: 100% of the established City rates for employee and spouse/partner, and 50% of the established City rate for dependents. For the last 15 days: 50% percent of the established City rate for employee and spouse/partner, and 25 percent of the established City rate for dependents.

5.1.3. **Car Rental** – Up to 30 days for a single vehicle is available.

5.2. **Severance.** If Milton is terminated or asked to resign she shall, upon execution of a release of all claims against the City, be eligible for a severance payment according to the City Council-adopted Compensation Plan for Management and Professional Personnel and Council Appointees, as it currently exists and may be changed from time to time, currently equivalent to a maximum of twelve (12) weeks of salary and benefits. No severance shall be paid if Milton is terminated for serious misconduct involving abuse of her office or position, including but not limited to waste, fraud, violation of the law under color of authority, misappropriation of public resources, violence, harassment or discrimination. If Milton is later convicted of a crime involving such abuse of her position, she shall fully reimburse the City as set forth in Government Code section 53243.3.

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

7. **Duration of Employment.** Milton understands and agrees that she has no constitutionally protected property or other interest in her employment as City Clerk. Milton 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. Milton 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. Milton may terminate this agreement (terminating all employment) upon 30 days written notice to the City Manager.

8. Miscellaneous.

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

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

MILTON: Lesley Milton
250 Hamilton Avenue, Palo Alto CA 94301
Phone (650) 328-3631

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

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

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

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

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

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

MILTON

DocuSigned by:
Lesley Milton
BC172B71B1294CD...

Lesley Milton

Date:

CITY OF PALO ALTO

Mayor Tom Dubois

Date:

APPROVED AS TO FORM:

Assistant City Attorney

Date: