

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

This AMENDMENT NO. FIVE 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 BETH MINOR (“Minor”), an individual, located at 250 Hamilton Avenue 7th Floor, Palo Alto, CA.

RECITALS:

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

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

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

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

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

WHEREAS, the parties wish to amend the Agreement.

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

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

Commencing on and continuing from the pay period including July 1, 2019, Minor’s annual base salary shall be increased to One Hundred Fifty Nine Thousand One Hundred Eighty Two and No/100 Dollars (\$ \$159,182), prorated and paid on City’s regular paydays. This amount is subject to authorized or required deductions and withholding, prorated and paid on City’s regular paydays. Minor is an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. The City agrees that the amount of Minor’s base annual salary will not decrease, except as part of the permanent decrease that is consistent with the Fair Labor Standards Act.

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

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

ATTEST:

CITY OF PALO ALTO

DocuSigned by:
Jessica Brettle
Assistant City Clerk
11e922276f8465...

DocuSigned by:
Eric Pilseth
Mayor
64244717295f422...

Dated: 12/17/2019

APPROVED AS TO FORM:

BETH MINOR

DocuSigned by:
Terence Howzell
City Attorney
9E00BC9E06454FD...

DocuSigned by:
Beth Minor
27523117DA804D7...

Dated: 12/17/2019

Attachments:

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