

**EMPLOYMENT AGREEMENT  
BETWEEN CITY OF PALO ALTO  
AND  
Mahealani Ah Yun**

THIS AGREEMENT is between the City of Palo Alto, a municipal corporation and chartered city ("City") and **Mahealani Ah Yun ("Ah Yun")**. 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 Ah Yun 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. Ah Yun 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 Ah Yun wish to establish specific terms and conditions relating to compensation and benefits and related matters.

**BASED UPON THE FOREGOING, THE CITY AND AH YUN AGREE AS FOLLOWS:**

1. **Employment.** The City appoints Ah Yun as its City Clerk for an indefinite term to begin on **January 23, 2024**. Except as otherwise provided herein, Ah Yun'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.** Ah Yun 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. Ah Yun 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.** Ah Yun will devote her full energy, skill, ability, and productive time to the performance of her duties.

2.2. **No Conflict.** Ah Yun 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. Ah Yun 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.** Ah Yun 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, Ah Yun 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. Ah Yun will receive an initial gross base annual salary of one hundred sixty-five thousand dollars (\$165,000.00), beginning on the Employment Start Date. This amount is subject to authorized or required deductions and withholding, prorated, and paid on the City's regular paydays. Ah Yun 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 Ah Yun'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.** Ah Yun 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, Ah Yun will receive the following additional benefits and allowances:

5.1. **Severance.** If Ah Yun 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 Ah Yun 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 Ah Yun 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.** Ah Yun understands and agrees that she has no constitutionally protected property or other interest in her employment as City Clerk. Ah Yun 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. Ah Yun 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. Ah Yun may terminate this agreement (terminating all employment) upon 30 days written notice to the Mayor.

**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

AH YUN: Mahealani Ah Yun  
250 Hamilton Avenue, Palo Alto CA 94301  
Phone (650) 329-2630

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.** Ah Yun 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.

Ah Yun

City of Palo Alto

\_\_\_\_\_  
Mahealani Ah Yun

\_\_\_\_\_  
Mayor

Approved as to Form:

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City Attorney's Office