

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MENLO PARK AND STARLA JEROME-ROBINSON**

1. Parties: The parties to the Agreement are the CITY OF MENLO PARK (“CITY”) and STARLA JEROME-ROBINSON (“ROBINSON”).
2. Purpose: The purpose of the Agreement is to provide for the employment of ROBINSON as City Manager of the CITY, as currently provided by Title 2, Chapter 2.08 of the Municipal Code of the City of Menlo Park.
3. Duties: The CITY hereby agrees to employ ROBINSON to perform the functions and duties of City Manager for the CITY as specified in the Municipal Code of the City of Menlo Park, the job description, and any other applicable Ordinances, Resolutions or Policies, and to perform such other legally permissible and proper duties and functions as the CITY shall from time-to-time assign. ROBINSON agrees that to the best of her ability and experience she will at all times loyally and conscientiously perform all of the duties and obligations required of her either expressly or implicitly by the terms of the Agreement. ROBINSON agrees that she will not, so long as she is employed by the CITY, take any employment or perform any consulting duties that will interfere with or be inconsistent with the performance of her duties as City Manager for the CITY.
4. Term of Agreement: The term of ROBINSON’s employment shall commence on April 1, 2019. ROBINSON agrees to remain in the exclusive employ of the CITY until March 31, 2021, and neither to accept other employment nor become employed by another employer until such termination date, unless such termination date is modified as provided hereafter. Upon mutual agreement of the City Council and ROBINSON, this Agreement may be extended for one additional year or on a month-to-month basis.
5. Separation from Employment:
 - 5.1 The City Council may, subject to the provisions set forth below, terminate the services of ROBINSON at any time, it being expressly understood and agreed between the parties that ROBINSON serves as an at-will employee of the City Council. The CITY must provide ROBINSON with sixty (60) days’ notice prior to the separation from employment. The CITY may not give notice of separation from employment to ROBINSON until ninety (90) days after a general municipal election, or an election in which a member of the City Council is elected, as further set forth in Section 2.08.110, paragraph five, of the Municipal Code of the City of Menlo Park. No severance payment or other compensation shall be payable in the event of the termination of this Agreement prior to the expiration of the Term, except for the notice period set forth herein.
 - 5.2 ROBINSON may resign at any time from her position with the CITY provided that she gives the CITY not less than sixty (60) days’ prior written notice. Should ROBINSON not provide the CITY with at least sixty (60) days’ prior written notice, she shall not be entitled to cash out of any benefit other than as

required by law.

6. Disability: If ROBINSON is permanently disabled to the extent that she cannot perform the full range of the essential functions of her position as determined by her treating physician or is otherwise unable to perform the full range of the essential functions of her position because of sickness, accident, injury, mental incapacity or other health reasons for a period of six (6) successive weeks beyond the exhaustion of all general leave, the CITY shall have the option to terminate the Agreement, subject to compliance with all provisions of law.

7. Compensation:

7.1 CITY agrees to pay ROBINSON for her services rendered pursuant hereto an annual salary of Two Hundred Forty Five Thousand Dollars (\$245,000.00) payable on a bi-weekly basis in the same manner as other employees of the CITY are paid.

7.2 CITY will credit ROBINSON with ninety five (95) hours of general leave at the commencement of her employment, which is the general leave balance that she has remaining on the CITY's books as of April 1, 2019 that were not used for health insurance premium credits.

7.3 CITY agrees to pay ROBINSON the same automobile allowance provided to all executive management employees, payable in the same manner as other employees of the City are paid.

7.4 ROBINSON shall be entitled to the same benefits, holidays and general leave provided to CITY executive management employees under the CITY's Management Benefit Plan for Management Appointees, as such plan may be amended by the CITY from time to time.

8. Retirement Plan: ROBINSON shall be covered by the same retirement plan by which all other "miscellaneous employees" of the City in effect as of April 1, 2019 for a returning CITY employee. ROBINSON shall pay the required employee contribution on a tax-deferred basis as provided under Section 414(h)(2) of the Internal Revenue Code, and shall contribute to the employer contribution as specified in the CITY's Management Benefit Plan for Management Appointees as such may be modified from time to time by the City Council.

9. Performance Evaluation:

9.1 The City Council shall endeavor to review and evaluate the performance and compensation of ROBINSON on at least an annual basis. At the end of her first year, ROBINSON shall be entitled to a one-time bonus of up to Fourteen Thousand Dollars (\$14,000.00) based on her review by the City Council and her compensation may be adjusted for the second year of the Term based on such review.

- 9.2 The City Council, in consultation with ROBINSON, shall define such goals and performance objectives which they determine to be necessary for the proper operation of the City. In attainment of the City Council's adopted performance objectives, the City Council, in consultation with ROBINSON, shall further establish a relative priority among the various goals and objectives, and reduce said goals and objectives to writing.
10. Professional Development: The CITY hereby agrees to budget a reasonable amount for and to pay membership fees and dues, of conference and meeting registrations, and the travel and subsistence expenses of ROBINSON for professional development and official travel, meetings and occasions adequate to continue the professional development of the City Manager and to adequately pursue necessary official and other functions of the CITY, including, but not limited to, International City Manager's Association (ICMA) and League of California Cities conferences. Travel and conference expenses shall be reimbursed for reasonable expenses only, and in accordance with the City's standard policies governing travel and conference expense reimbursement.
11. Bonding: ROBINSON shall secure a public official's bond in the amount of \$200,000 as required by Section 2.08.040 of the Municipal Code of the City of Menlo Park. The CITY shall bear the full cost of such bond and/or any other bonds required of ROBINSON under any law or ordinance.
12. Other Terms and Conditions of Employment:
- 12.1 The City Council, in conjunction with ROBINSON, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of ROBINSON, provided such terms and conditions are not inconsistent with or conflict with the provisions of the Agreement or other applicable law.
- 12.2 All provisions of the Municipal Code of the City of Menlo Park, and regulations and rules of the CITY relating to other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the City Manager as they do other employees of the CITY except as herein provided.
13. Notice: Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial proceedings. Notice shall be deemed given as of the date of personal service or 48 hours after the date of deposit of such written notice in the course of transmission in the United States Postal Service to the addresses set forth below or as subsequently communicated by one party to the other in writing.

13.1 Notice to ROBINSON shall be sent to: Starla Jerome-Robinson



13.2 Notice to CITY shall be sent to: Mayor
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

14. General Provisions:

14.1 The Agreement shall be binding and inure to the benefit of the heirs at law and executors of ROBINSON.

14.2 This Agreement shall become effective April 1, 2019.

14.3 If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be effective, and shall remain in full force and effect.


14.4 The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute the Agreement.

14.5 The Agreement constitutes the entire agreement between the parties and supersedes any previous Agreements, oral or written. The Agreement may be modified or provisions waived only by subsequent mutual written agreement executed by the CITY and ROBINSON.


14.6 The Agreement shall be interpreted as though prepared by both parties.

CITY OF MENLO PARK

Date: 3/7/19

By: 
Ray Mueller
Mayor

Date: 3/7/19


STARLA JEROME-ROBINSON

ATTEST:


Judi Heron
City Clerk