

Contract No. 23,016-2

SECOND AMENDMENT TO AT-WILL EMPLOYMENT AGREEMENT

BETWEEN THE CITY OF PASADENA

AND

MICHELE BEAL BAGNERIS

This **SECOND AMENDMENT TO AGREEMENT** is entered into this 9th day of March, 2020 by and between the City of Pasadena, a municipal corporation (hereinafter the "City") and Michele Beal Bagneris (hereinafter "Employee").

RECITALS

WHEREAS, the City and Employee entered into an At-Will Employment Agreement ("Agreement") on August 27, 2018, setting forth the terms of Employee's employment as the City Attorney/City Prosecutor; and

WHEREAS, the City and Employee entered into a first amendment to agreement on February 25, 2019; and

WHEREAS, it is the desire of the CITY to continue to retain the services of EMPLOYEE as City Attorney/City Prosecutor and the desire of the EMPLOYEE to continue to serve in that capacity;

WHEREAS, both parties hereto agree to amend the Agreement as follows:

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. Section 3A is amended to read, in its entirety, as follows:

"A. City agrees to pay EMPLOYEE a base salary of \$287,721 (two hundred eighty-seven thousand seven hundred-twenty one dollars) annually, subject to legally permissible or required deductions, prorated and paid on the City's normal paydays, effective November 25, 2019.

2. Section 3B is amended to read, in its entirety, as follows:

"B. EMPLOYEE'S base salary shall be reviewed by the City Council during the performance review process. Salary increases resulting from such reviews shall be at the discretion of the City Council, in conjunction with EMPLOYEE and unless amended shall not exceed the control rate of \$287,721 (two hundred eighty-seven thousand seven hundred-twenty one dollars) annually, effective November 25, 2019.

3. All other terms and conditions of the Agreement not modified herein shall remain in full force and effect.

March 19, 2020

Date

CITY OF PASADENA

Terry Tornek

Terry Tornek, Mayor

March 15, 2020

Date

Michele Beal Bagneris

Michele Beal Bagneris, Employee

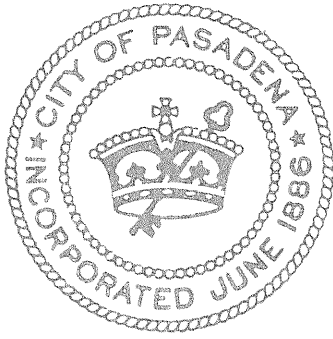
Approved as to form:

Lesley Cheung

Lesley Cheung, Assistant City Attorney

ATTEST:

Mark Jomsky
MARK JOMSKY, CMC
CITY CLERK



Agenda Report

March 9, 2020

TO: City Council
FROM: Mayor Terry Tornek
SUBJECT: APPROVAL OF SECOND AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY ATTORNEY/CITY PROSECUTOR

RECOMMENDATION:

It is recommended that the City Council:

1. Find that the action proposed herein is not a “project” as defined in the California Environmental Quality Act (CEQA), Public Resources Code Section 21065 and Section 15378(b)(2) of the State CEQA Guidelines and, as such, is not subject to environmental review; and
2. Approve an amendment to the employment agreement for City Attorney/City Prosecutor Michele Beal Bagneris to provide an increase to salary and the classification’s salary control rate. It is further recommended that the Mayor be authorized to sign the amendment to the employment agreement to reflect City Council approved changes.

BACKGROUND:

On August 27, 2018, the City entered into an employment agreement (Contract No. 23,016) with Michele Beal Bagneris as City Attorney/City Prosecutor. The employment agreement has been modified one time on February 25, 2019 (Contract No. 22,636-1).

As a result of the City Attorney/City Prosecutor’s recently completed performance evaluation, the Council recommends approving the attached contract amendment (Contract No. 23,016-2) for Michele Beal Bagneris with the following modifications:

APPROVAL OF SECOND AMENDMENT CITY ATTORNEY/CITY PROSECUTOR
EMPLOYMENT AGREEMENT

MARCH 9, 2020

Page 2 of 2

1. Compensation/Salary – Effective November 25, 2019, the City Attorney/City Prosecutor will be paid a base annual salary of \$287,721, which is the classification's salary control rate. The November 2019 effective date is one year from the date of the City Attorney's last merit increase and consistent with the practice for timing of annual merit increases provided to other City employees. Council-appointed positions, including the City Attorney, are not eligible to receive cost of living adjustments, which are typically provided to other employee groups.
2. Management Incentive Pay – The City Attorney/City Prosecutor will receive a one-time, lump sum payment of \$5,754.
3. Benefits/Pension Contribution – The City Attorney/City Prosecutor will continue making a 10% employee-paid pension contribution to the Public Employees' Retirement System (PERS).

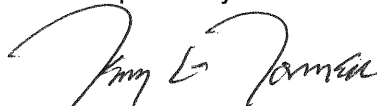
COUNCIL POLICY CONSIDERATION:

The approval of the amendment to the employment agreement supports the City Council's strategic goal of maintaining fiscal responsibility and stability.

FISCAL IMPACT:

The approval of the amendment to the employment agreement for the City Attorney/City Prosecutor is estimated to have a one-time cost of \$5,754 plus an overall fiscal impact of \$4,600. This position is budgeted to the General Fund (101), and there are sufficient appropriations within the City Attorney Department's FY 2020 Operating Budget to support this action.

Respectfully Submitted,



Terry Tornek
Mayor

Prepared by:



Jennifer Curtis
Director of Human Resources

Attachment:

1. SECOND AMENDMENT TO CITY ATTORNEY/CITY PROSECUTOR
EMPLOYMENT AGREEMENT