



# Agenda Report

**DATE:** January 26, 2015

**TO:** City Council

**FROM:** Mayor Bill Bogaard

**RE:** APPROVAL OF EMPLOYMENT AGREEMENT – CITY ATTORNEY/CITY PROSECUTOR – MICHELE BEAL BAGNERIS

**RECOMMENDATION:**

It is recommended that the City Council approve a new employment agreement for City Attorney/City Prosecutor Michele Beal Bagneris which sets forth the terms and conditions of the employment agreement between the parties. It is further recommended that the Mayor be authorized to sign this employment agreement to reflect City Council approved changes.

**BACKGROUND:**

On August 16, 1999, the City entered into an employment agreement (Contract No. 17,080) with Michele Beal Bagneris as City Attorney. The employment agreement has been amended eight times (Contract No. 17,080-1 through 17,080-8). The most recent amendment was approved on October 29, 2012.

As part of the City's ongoing efforts to standardize benefits for employees, the new employment agreement ties the City Attorney's benefits and several other terms and conditions of employment to equal those of Non-Represented Executive Management as identified in the salary resolution approved by the City Council. Additionally, there are several areas of the employment agreement that are specific to the City Attorney.

The key modifications in this agreement include the following:

1. Salary – Effective December 1, 2014, the City Attorney/City Prosecutor will be paid a base salary of \$243,461 and the salary control rate for the City Attorney/City Prosecutor shall be \$254,000.

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2. **Benefits** – The City Attorney/City Prosecutor shall receive no less than the benefits provided to Executive Management employees as identified in the salary resolution approved by the City Council. Benefits identified specifically in the agreement include an auto allowance and management time off.
3. **Vacation** – To assist in the transition from allotment based vacation to accrual based vacation, the City Attorney/City Prosecutor will receive a one-time lump sum of forty (40) hours of vacation with the pay period following City Council approval of the employment agreement. This will end the allotment based vacation method. Vacation accrual, as defined under the Executive Management salary resolution, becomes effective January 1, 2016.
4. **Professional Development Expenses** – The City Attorney/City Prosecutor will receive \$2,000 with the second paycheck in March as a personal/professional development allowance to cover the cost for professional dues and subscriptions to continue professional growth and advancement.
5. **Termination & Severance** – City Attorney/City Prosecutor serves at-will at the pleasure of the City Council. A ninety day notice is required for termination. Severance is provided as one year of salary and twelve months of medical COBRA premiums. Additional provisions are included if termination is within forty-five days following the installation of the City Council.

The attached employment agreement includes the following general provisions which are relatively unchanged from the existing employment agreement:

1. **Management Incentive Pay** – At the City Council's discretion, the City Attorney/City Prosecutor may receive Management Incentive Pay utilizing the criteria established in the Executive Management salary resolution.
2. **Performance Evaluation** – Conducted annually on or before October 1<sup>st</sup>.
3. **Notice of Leave** – Prior to taking two or more consecutive days of vacation or management time off, the City Attorney/City Prosecutor will provide the Mayor with reasonable notice of the absence.
4. **Professional Development** – City will pay for the City Attorney/City Prosecutor's California State Bar membership dues. The City will pay for travel costs for participation in professional organizations and conferences.

The remaining sections of the employment agreement including indemnification, bonding, notices, general provisions, and other terms and conditions are standard per the City's employment contract format.

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**COUNCIL POLICY CONSIDERATION:**

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

**FISCAL IMPACT:**

The fiscal impact with the approval of this employment agreement is an estimated cost of \$16,343 to be paid from the City Attorney Department operating budget.

Respectfully Submitted,



Bill Bogaard  
Mayor

Prepared by:



Kristi Recchia  
Director of Human Resources

Attachments:

1. Employment Agreement – City Attorney/City Prosecutor