

Contract No. 23,016-3

THIRD AMENDMENT TO AT-WILL EMPLOYMENT AGREEMENT

BETWEEN THE CITY OF PASADENA

AND

MICHELE BEAL BAGNERIS

This **THIRD AMENDMENT TO AGREEMENT** is entered into this 13th day of December, 2021 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, the City and Employee entered into a second amendment to agreement on March 9, 2020; 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 \$293,475 (two hundred ninety-three thousand four hundred-seventy five dollars) annually, subject to legally permissible or required deductions, prorated and paid on the City's normal paydays, effective November 9, 2020.

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 \$293,475 (two hundred ninety-three thousand four hundred-seventy five dollars) annually, effective November 9, 2020.

3. Section 3D is amended to add a new subsection 4), as follows:

4) Deferred Compensation: EMPLOYEE shall receive an annual contribution from the CITY to a 401(a) deferred compensation plan allowing the EMPLOYEE to defer earnings to the CITY'S 457 plan at her discretion as permitted under the rules promulgated by the United States Internal Revenue Service which are applicable to the CITY'S § 457 deferred compensation program. The annual contribution to EMPLOYEE'S 401(a) deferred compensation account shall be 5% of base wages, made in bi-weekly installments, concurrent with the CITY'S regular payroll, and shall be prorated for the number of months or parts of months worked hereunder should the Agreement not be in effect for an entire calendar year. EMPLOYEE'S rights and interests in the amounts contributed by CITY hereunder shall immediately vest in EMPLOYEE upon payment by CITY into her deferred compensation account, and EMPLOYEE shall be entitled to payment of the full amount of contributions made on her behalf by CITY and all earnings thereon under the terms of the CITY'S Deferred Compensation Plan upon termination of her employment.

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

CITY OF PASADENA

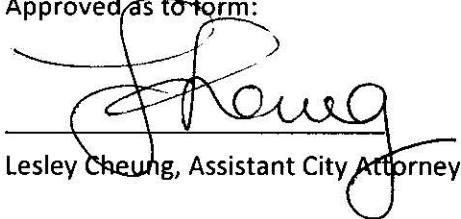
Date

Victor Gordo, Mayor

Date

Michele Beal Bagneris, Employee

Approved as to form:



Lesley Cheung, Assistant City Attorney