



STAFF REPORT

MEETING DATE: August 23, 2023

PRESENTER: Hilda Montoy, City Attorney

SUBJECT: Second Amendment to Employment Agreement with City Manager (HM)

RECOMMENDATION: Council is asked to consider and determine whether to adopt a resolution approving a Second Amendment to Employment Agreement with City Manager increasing salary and vacation accrual.

EXECUTIVE SUMMARY:

The City and City Manager John Jansons entered an Employment Agreement (“Agreement”) effective December 1, 2019. Subsequent to the recent completion of the City Manager’s performance evaluation, the City Council through an Ad Hoc Committee comprised of the Mayor and Mayor Pro-Tem conducted contract negotiations with the City Manager. The parties wish to amend the Employment Agreement as set forth in the Second Amendment to Employment Agreement attached to the proposed resolution regarding this matter.

DISCUSSION:

The Brown Act Requires that prior to taking final action, the legislative body (City Council) shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive during the open meeting in which the final action is to be taken. See Government Code § 54953 (c) (3). A summary of the amended Agreement is described in this Staff Report per the text that is required to be read out loud by the Mayor at the Council Meeting.

Announcement by Mayor–

As required by the Brown Act (Government Code § 54953 (c) (3)), prior to taking action on this item, the Council must publicly announce a summary of the action being considered. If adopted, the proposed resolution will approve the Second Amendment to Employment Agreement with City Manager John Jansons as follows:

- Effective July 1, 2023, as per the last performance evaluation, the City Manager will be paid an annual base salary of One Hundred \$182,301.96 per year paid in accordance with the City’s payroll procedures.
- Accrual of Vacation Leave will be increased from 15 days per year to 20 days per year (6.15 hours per pay period).

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A
SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER**

WHEREAS, on December 1, 2019, the City and City Manager entered an At-Will Employment Agreement; and

WHEREAS, on September 22, 2021, the City Council and City Manager entered a First Amendment to the Agreement to extend the term of the Agreement and to make other modifications; and

WHEREAS, the City Council and City Manager desire to increase the salary and accrual of vacation for City Manager.

NOW, THEREFORE, the City Council of the City of Kerman hereby resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Second Amendment to Employment Agreement with City Manager John Jansons attached hereto as Exhibit 'A' and incorporated by reference.
3. This resolution is effective immediately upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 23rd day of August 2023, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

**SECOND AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN CITY OF KERMAN AND JOHN JANSONS
(CITY MANAGER)**

This Second Amendment to Employment Agreement (“Second Amendment”) is made and entered on August 9, 2023, by and between the City of Kerman (“City”) and John Jansons (“Employee”) and collectively referred to as “Parties.”

RECITALS

WHEREAS, City and Employee entered an Employment Agreement (“Agreement”) effective December 1, 2019; and

WHEREAS, the Parties entered a First Amendment to Employment Agreement on September 20, 2021; and

WHEREAS, City and Employee desire to continue the employment relationship and to make certain modifications to the Agreement.

AGREEMENT

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

SECTION 1. Section 4 of the Employment Agreement is amended by adding the following text:

4. Salary.

Based on the results of a performance evaluation conducted by the City Council, Employee shall be paid an annual base salary of ONE HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED AND ONE DOLLARS AND 96 CENTS \$182,301.96 per year paid in accordance with the City’s payroll procedures.

SECTION 2. Section 6a of the Employment Agreement regarding Vacation shall be amended to read as follows.

6a. Vacation.

Effective July 1, 2023, Employee shall be credited with twenty (20) working days of vacation per year (6.15 hours per pay period).

SECTION 3. Except as amended by this Second Amendment to Agreement, all other terms in the Employment Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the City of Kerman has caused this Second Agreement to Employment Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and John Jansons has signed and executed this Agreement on the day and year written below.

CITY OF KERMAN

EMPLOYEE

Maria Pacheco, Mayor

John Jansons

Date: _____

Date: _____

ATTEST:

Marci Reyes, City Clerk

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney