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MEMORANDUM

Law Department - Council Memo

DATE: October 29, 2014

TO: Mayor Tibshraeny & City Council Members

CC: Michael Traynor, Chandler Municipal Court Presiding Judge

FROM: Kay Bigelow, City Attorney (*kl*)

SUBJECT: Amendment to Employment Contract for City Magistrate

Attached please find the amendment to Municipal Judge Skupin's contract for employment with an annual base salary of \$148,000.00 from October 6, 2014 through June 30, 2017.

**AMENDMENT NO. 1 TO
EMPLOYEE AGREEMENT BETWEEN
CITY OF CHANDLER
AND ALICIA MORRISON SKUPIN,
DATED SEPTEMBER __, 2014**

ARTICLE I. INTRODUCTION

CITY OF CHANDLER, an Arizona municipal corporation (hereinafter referred to as the “City”) and Alicia Morrison Skupin (“Employee”) are Parties to an Employee Agreement, dated September __, 2014, (“Employee Agreement”) in which the City and employee agreed to terms and conditions of employment of Employee as a City Magistrate.

ARTICLE II. RECITALS

- A.** This agreement amendment (“Amendment No. 1”) has become necessary because the City wishes to extend the end date of the Term of the Employee Agreement so it occurs at the same time of year as the other City Council appointed employees, i.e., the end of a fiscal year, for ease of administration of the appointed employees.
- B.** By Arizona law, City Council must appoint judges for terms of no less than two (2) years; therefore, the end date of the Term of the Employee Agreement must be extended by this Amendment No. 1 in order to have the Term end at the end of a fiscal year..
- C.** City and the Employee affirm to each other that they conducted all negotiations leading to this Amendment No. 1 in good faith and that they are entering into this Amendment No. 1 freely and without duress.

ARTICLE III. AMENDED PROVISIONS

NOW, THEREFORE, in consideration of the foregoing factual recitals and mutual covenants set forth in this Amendment No. 1 as well as the Employee Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and the Employee agree to the following modifications, amendments, changes and/or substitutions to the Employee Agreement.

- A.** The terms used and capitalized in this Amendment No. 1 shall have the meanings set forth in the Employee Agreement, unless the context clearly requires otherwise.
- B.** The Parties agree that this agreement amendment will be called the Amendment No. 1 to the Employee Agreement.

C. Section 2(A) in the Employee Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 2. Term.

A. The term of this Agreement shall be from October 6, 2014 until June 30, 2017.

D. Section 5 in the Employee Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 5. Salary

During the annual October 2014 evaluation of the City Magistrates other than Employee, the City determined that it would extend the next terms of the City Magistrates other than Employee so that their terms would begin on October 17, 2014 and end on June 30, 2017.

Since Employee started her term of employment prior to the beginning of the closest subsequent terms of the other City Magistrates and the City wants all City Magistrates' terms to be concurrent for ease of administration, City agrees to pay Employee for her services rendered pursuant hereto at an annual base of \$146,322.00 from October 6, 2014 to October 16, 2014.

From October 17, 2014 to June 30, 2017, City agrees to pay Employee for her services rendered pursuant hereto at an annual base salary of \$148,000.00, payable in installments at the same time as other employees of the City are paid. During the term of this Agreement, if the City provides for an increase to the annual base salaries of the non-represented employees in the City of Chandler, using the total compensation methodology, then the City agrees to increase the Employee's annual base by the same percentage or amount as provided for the non-represented employees, payable in installments at the same time as other employees of the City are paid. If no such increase is made to the base salary, Employee's annual base salary of \$148,000.00 for the period of October 17, 2014 to June 30, 2015, July 1, 2015 to June 30, 2016, and for the period of July 1, 2016 to June 30, 2017 shall be continued. During the term of this Agreement, if the City agrees to provide any payment to all non-represented employees that is not added to base salaries, the City agrees to pay Employee the same amount paid to each Employee or percentage paid to each Employee.

E. General Provisions

1. The effective date of this Amendment No. 1 shall be October 6, 2014 ("Amendment No. 1 Effective Date").

2. All terms, definitions, and provisions of the Employee Agreement that are not specifically changed in this Amendment No. 1 remain the same and are binding between the Parties.

3. Upon amendment of the Agreement by this Amendment No. 1 or any other subsequent amendment, references to "Agreement" or "Employee Agreement" shall mean the Employee Agreement as amended by this Amendment No. 1, and any subsequent amendment(s).

4. If, after the effective date of any amendment(s), the Parties find it necessary to refer to the Employee Agreement in its original, unamended form, they shall refer to it as the "Original Employee Agreement." When the Parties mean to refer to any specific amendment to the Employee Agreement as if it were unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

5. The Parties agree that the Recitals stated above are true and correct and are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 of the Employee Agreement the day and year set forth below next to the Parties' signatures.

CITY OF CHANDLER:

By: _____
Jay Tibshraeny, Mayor

Date: _____

EMPLOYEE:

By: _____
Alicia Morrison Skupin

Date: _____

APPROVED AS TO FORM:

City Attorney (*kl*)

Date: _____