



**Council Meeting: August 13, 2013**

**SUBJECT: Approval to Increase the Compensation of the City Attorney to Control Point**

**BACKGROUND**

In accordance with the current Agreement for Services dated October 16, 2012 between the City of Sunnyvale and the City Attorney ("Agreement"), the City Council provides benefits in the Pay Plan application to employees in Classification Category "F" as set forth in the City's current Salary Resolution.

**EXISTING POLICY**

Policy 7.3.1 Legislative Management – Goals and Policies

Goal 7.3D: Maintain a quality workforce, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner.

Policy 7.3D.1: Maintain a recruitment and selection process that ensures a highly competent workforce.

**CEQA REVIEW**

N/A

**DISCUSSION**

The control point for the City Attorney's classification is \$211,945, as identified in the current Salary Table for Regular Full-Time and Part-Time Employees. The City Attorney's salary, set at the time of hire, is \$209,000.

Consistent with City policy for Classification Category F employees, a merit increase is available after six (6) months of satisfactory performance. The City Attorney met in closed session with the City Council on May 7, 2013 to discuss her performance for the first six (6) months with the City of Sunnyvale and was informed that she is performing in her position at a satisfactory level. Consistent with policy this would qualify the City Attorney to move from the current salary amount to the control point. This movement is equal to a 1.409% salary increase and will place the City Attorney at 100% of the control point (Attachment A). There is no other movement available on the salary table until the City Council makes an adjustment to the control point. This process

is outlined in the Agreement under Section 5 – item B and will be addressed at the annual performance review.

**FISCAL IMPACT**

No fiscal impact. The FY 2013/14 budget already reflects the salary at 100% of control point.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

**ALTERNATIVES**

1. Authorize the Mayor to execute an Amendment to the Agreement for Services between the City of Sunnyvale and the City Attorney and provide a salary amount at 100% of the control point of the current Salary Table effective on the six (6) month anniversary date.
2. Do not authorize an Amendment to the Agreement for Services between the City of Sunnyvale and the City Attorney.

**RECOMMENDATION**

Staff recommends Alternative 1: Authorize the Mayor to execute an Amendment to the Agreement for Services between the City of Sunnyvale and the City Attorney and provide a salary amount at 100% of the control point of the current Salary Table effective on the six (6) month anniversary date.

Prepared by:

Teri Silva, Director of Human Resources

Reviewed by:

Gary M. Luebbbers  
City Manager

**Attachments**

- A. Amendment to Agreement for Services between City of Sunnyvale and City Attorney Joan A. Borger

**AMENDMENT TO AGREEMENT FOR SERVICES  
BETWEEN CITY OF SUNNYVALE AND  
CITY ATTORNEY JOAN A. BORGER**

The Agreement for Services dated October 16, 2012, by and between the City Council of the City of Sunnyvale ("City") and Joan A. Borger ("Employee") for services to be performed by Employee in the position of City Attorney, is amended as set forth below.

1. **Section 5. Salary** – The following language shall be amended in Subsection A.
  - A. The Employee’s salary shall be adjusted to the amount of \$211,945 effective June 3, 2013.
2. All other terms and conditions from the October 16, 2012, Agreement for Services, shall remain the same.

The signatures of the parties below indicate that each has read and understood this Amendment and will abide by the terms stated herein. This Amendment has been executed by the parties on the dates noted.

CITY ATTORNEY

CITY OF SUNNYVALE  
CITY COUNCIL

By: \_\_\_\_\_  
JOAN A. BORGER

By: \_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED TO FORM:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY ATTORNEY’S OFFICE

Date: \_\_\_\_\_

Date: \_\_\_\_\_