


Agenda Report Reviewed by:

City Manager: 

CITY OF SEBASTOPOL  
CITY COUNCIL  
AGENDA ITEM

**Meeting Date:** May 18, 2021  
**To:** Honorable Mayor and City Councilmembers  
**From:** Ana Kwong – Administrative Services Director  
**Subject:** Approve Amendment to Employment Agreement: Appointed City Manager, effective January 15, 2021

**Recommendation** That the City Council Approve Amendment to extend the term of the Employment Agreement between the City Council and the Appointed City Manager, Larry McLaughlin from January 15, 2021 through June 30, 2022

**Funding:** Currently Budgeted: Yes  No  N/A   
Net General Fund Cost:  
If Cost to Other Fund(s)

Account Code/Costs authorized in City Approved Budget AK (verified by Administrative Services Department)

**INTRODUCTION/PURPOSE:**

The item is for the City Council to Approve Amendment to extend the term of the Employment Agreement between the City Council and the Appointed City Manager, Larry McLaughlin from January 15, 2021 through June 30, 2022.

**BACKGROUND:**

The City entered into an employment agreement dated January 8, 2013 appointing current City Manager Larry McLaughlin (Employee) to the position of City Manager. The initial agreement has been amended three times since. The last and third amendment extended the term and expired on January 14, 2021. Staff recommends Council approve a fourth amendment to that agreement extending the term retroactively from January 15, 2021, through June 30, 2022. The current agreement has an opener scheduled to revisit compensation prior to June 30, 2022. The recommended term will allow for a discussion regarding compensation prior to the new contract expiration date.

**DISCUSSION:**

The City appointed the Employee to the position of Interim City Manager and entered into a contract of employment on May 1, 2012. On January 8, 2013, the City appointed the Employee as City Manager. On March 5, 2013 both parties entered into an employment contract. The following extensions were approved:

- The contract was extended to January 14, 2017 on August 5, 2014.
- The contract was extended again on March 16, 2016.

- On July 16, 2019, the third amendment was signed extending the contract through January 14, 2021.

**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, public comment from interested parties following the publication and distribution of this staff report will be provided to the City Council as supplemental materials before or at the meeting.

**PUBLIC NOTICE:**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

**FISCAL IMPACT:**

The funding for this action has already been approved as part of the approved FY 20-2021 budget and will be continued in the FY 2021-2022 budget presentation. No additional funding is required.

**RECOMMENDATION:**

Staff recommends that the City Council to Approve Amendment to extend the term of the Employment Agreement between the City Council and the Appointed City Manager, Larry McLaughlin from January 15, 2021 thorough June 30, 2022.

**Attachment(s):**

Resolution with Contract Amendment#4  
Attachment A

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL  
APPROVING AND ADOPTING THE AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL SERVICES FOR APPOINTED CITY MANAGER (Employer Hiring  
Authority: City Council)

WHEREAS, Employee serves as the City of Sebastopol City Manager; and

WHEREAS, any changes to said contract shall be approved by the City Council; and

WHEREAS, City Council and Employee desire to continue the existing relationship and agreement from January 15, 2021 through June 30, 2022; and

WHEREAS, the City and Employee agree to a retroactive extension of the current employment agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sebastopol, approval of the retroactive extension to the Agreement for Professional Services for the City Manager from January 15, 2021 through June 30, 2022.

IN CITY COUNCIL, DULY PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of May 2021 by the following vote:

**VOTE:**

Ayes:

Noes:

Abstain:

Absent:

APPROVED: \_\_\_\_\_  
Mayor Una Glass

ATTEST: \_\_\_\_\_  
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: \_\_\_\_\_  
Larry McLaughlin, City Attorney

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
APPOINTED CITY MANAGER (Employer Hiring Authority: City Council)  
(Amendment Number 4)

THIS AGREEMENT made and entered into this 18th day of May 2021, by and between the City of Sebastopol, California (herein "City" or "Employer") and Larry McLaughlin, (hereinafter referred to as "Employee"), with reference to the following facts:

WHEREAS, Employer and Employee entered into a contract of employment on May 1, 2012 to the position of Interim City Manager of the City of Sebastopol; and

WHEREAS, Employee was Appointed by the City Council on January 8, 2013, to the position of City Manager of the City of Sebastopol; and

WHEREAS, on March 5, 2013, Employer and Employee entered into a contract of employment of City of Sebastopol City Manager; and

WHEREAS, on August 5, 2014, Employer and Employee approved an extension of the contract to January 14, 2017; and

WHEREAS, on March 16, 2016, Employer and Employee approved an extension of the contract to January 14, 2021; and

WHEREAS, Employee has and continues to perform functions and duties as the City of Sebastopol City Manager for the City of Sebastopol as assigned by the City Council; and

WHEREAS, the City and Employee now desire to make certain minor revisions to their current employment agreement (Attachment A); and

WHEREAS, City Council and Employee agree and City Council has unanimously approved to extend the term of the Agreement for said employment retroactively from January 15, 2021 through June 30, 2022, and Employer and Employee hereby mutually covenant and agree to the following provisions listed herein; and

WHEREAS, all remaining terms and conditions of said Agreement of March 3, 2013, August 5, 2014, and March 16, 2016, are incorporated herein and remain in full force and effect; and

WHEREAS, Employee shall continue to receive such applicable benefits, bonuses, incentives, holidays, etc., in the same manner and under the same limitations provided to and imposed upon the management employees unless otherwise amended in writing; and

WHEREAS, This amendment and restated agreement shall continue to be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution of said agreement.

NOW, THEREFORE BE IT RESOVLED, for and in consideration of the covenants and mutual

promises herein set forth, the parties agree to as follows:

**Term of Employment.** The Term of this Agreement between the City and the Employee (Attachement A) will be extended from January 15, 2021 through June 30, 2022.

The above and foregoing Resolution was duly passed, approved and adopted at a meeting by the City Council on this 18<sup>th</sup> day of May, 2021 by the following vote:

**VOTE:**

Ayes:

Noes:

Abstain:

Absent:

APPROVED: \_\_\_\_\_  
Mayor Una Glass

ATTEST: \_\_\_\_\_  
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: \_\_\_\_\_  
Larry McLaughlin, City Attorney

RESOLUTION NO. 6254-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL  
APPROVING AND ADOPTING THE AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
FOR APPOINTED CITY MANAGER (Employer Hiring Authority: City Council)

WHEREAS, Employee serves as the City of Sebastopol City Manager; and

WHEREAS, any changes to said contract shall be approved by the City Council; and

WHEREAS, City Council and Employee have met and conferred on June 4th, June 18th and June 25th,  
2019 and City Council has unanimously approved the amendments to said employment; and

WHEREAS, the City and Employee agreed to revisions to current employment agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sebastopol, approval of the  
Amendments to the Agreement for Professional Services for the City Manager.

IN CITY COUNCIL, DULY PASSED, APPROVED AND ADOPTED this 16<sup>th</sup> day of July 2019 by the following  
vote:

VOTE:

- AYES: Councilmembers Carnacchi, Glass, Gurney, Vice Mayor Slayter and Mayor Hinton
- NOES: None
- ABSENT: None
- ABSTAIN: None

APPROVED:   
Neysa Hinton, Mayor

ATTEST:   
Mary Gourley, MMC, Assistant City Manager / City Clerk

APPROVED AS TO FORM:   
City Attorney Larry Mclaughlin

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
APPOINTED CITY MANAGER (Employer Hiring Authority: City Council)  
(Amendment Number 3)

This Amended and Restated Employment Agreement ("Agreement – Exhibit B") is made and entered into on this 16<sup>th</sup> day of July, with an effective date of July 1, 2019, by and between the City of Sebastopol, California (herein "City" or "Employer") and Larry McLaughlin, (hereinafter referred to as "Employee"), with reference to the following facts:

WHEREAS, Employer and Employee entered into a contract of employment on May 1, 2012 to the position of Interim City Manager of the City of Sebastopol; and

WHEREAS, Employee was Appointed by the City Council on January 8, 2013, to the position of City Manager of the City of Sebastopol; and

WHEREAS, on March 5, 2013, Employer and Employee entered into a contract of employment of City of Sebastopol City Manager; and

WHEREAS, on August 5, 2014, Employer and Employee approved an extension of the contract to January 14, 2017; and

WHEREAS, on March 16, 2016, Employer and Employee approved an extension of the contract to January 14, 2021; and

WHEREAS, Employee has and continues to perform functions and duties as the City of Sebastopol City Manager for the City of Sebastopol as assigned by the City Council; and

WHEREAS, the City and Employee now desire to make certain minor revisions to their current employment agreement (Exhibit A); and

WHEREAS, City Council and Employee have met and conferred on June 4th, June 18th and June 25th, 2019 and City Council has unanimously approved the amendments to said employment and Employer and Employee hereby mutually covenant and agree to the following provisions listed herein; and

WHEREAS, all remaining terms and conditions of said Agreement of March 3, 2013, August 5, 2014, and March 16, 2016, are incorporated herein and remain in full force and effect; and

WHEREAS, Employee shall continue to receive such applicable benefits, bonuses, incentives, holidays, etc., in the same manner and under the same limitations provided to and imposed upon the management employees unless otherwise amended in writing; and

WHEREAS, This amendment and restated agreement shall continue to be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution of said agreement.

NOW, THEREFORE BE IT RESOVLED, for and in consideration of the covenants and mutual promises herein set forth, the parties agree to amendments as listed in Exhibit A.

The above and foregoing amendment was duly passed, approved and adopted at a publicly noticed meeting by the City Council on this 16<sup>th</sup> day of July, 2019 by the following vote:

**VOTE:**

Ayes: Councilmembers Carnacchi, Glass, Gurney, Vice Mayor Slayter and Mayor Hinton  
Noes: None  
Abstain: None  
Absent: None

APPROVED:   
Mayor Neysa Hinton

EMPLOYEE:   
Larry McLaughlin, City Attorney

ATTEST:   
Mary Gourley, Assistant City Manager/City Clerk, MMC



## EXHIBIT A

### COMPENSATION:

**Salary:** Employee shall be paid an annual base salary as listed and approved in the Pay Rate and Ranges and any future updates to Ordinance No. 563 that are amended, approved and adopted by the City Council; a copy of which is available on the City of Sebastopol city Web site at [www.cityofsebastopol.org](http://www.cityofsebastopol.org). Prior to June 30, 2022, the employer and/or employee shall request a reopener for negotiations of salary and/or other compensation benefits.

**Administrative:** In order to compensate overtime exempt management employee for the added hours worked, employee shall be granted a total of 120 hours Administrative Leave with pay during each fiscal year. 60 Hours to be credited on July 1st of each year and 60 hours to be credited to January 1st of each year. Unused hours to be cashed out no later than May 30th of each fiscal year to being balance to zero on June 30th of each fiscal year. In the event of resignation, termination, or retirement, an employee will be paid for unused hours of their accrued administrative leave balance.

**Vacation Leave Accrual Limits:** Vacation to be accrued at 10 hours per payroll. Any vacation balance that exists in excess of three times the Employee's accrual rate may be cashed out during the year but no later than December 1<sup>st</sup> of each year.

**Sick Leave Accrual Limits:** Sick leave to be accrued at 5 hours per payroll. No cap on sick leave as stated in personnel rules.

**Personal Days:** Employee is granted two personal days per fiscal year, hours to be consistent with work shift.

**Benefits:** Effective July 1, 2019, Employee shall receive a set stipend of \$300 per month to be paid by the employer into employee's IMCA Deferred Compensation Plan.

**Longevity Pay:** Employee is authorized an additional 1% of yearly salary effective July 1, 2019 and an additional 3% yearly salary beginning of the anniversary date of 25 years of service with the City.

**Vehicle allowance.** Employee shall receive a set stipend of Three Hundred Fifty Dollar (\$350.00) per month car allowance to reimburse employee for use of a personal vehicle in pursuit of recognized official duties within and around the County of Sonoma. Said allowance shall be payable upon the first pay cycle of the month. Employee shall be reimbursed for use of such vehicle for official travel to and from destinations outside County of Sonoma at the same rate that is paid to other City employees for similar travel.

**Electronic Allowance:** The City shall provide Employee with a cellular phone allowance for mobile telephone, Cellular is a set stipend of \$80 per month to offset the costs of personal device. Said allowance shall be payable upon the first pay cycle of the month.

EMPLOYMENT AGREEMENT

This Agreement is made and entered into on this 5th day of March 2013, by and between the City of Sebastopol, California (hereinafter referred to as "Employer") and Lawrence McLaughlin (hereinafter referred to as "Employee), pursuant to these terms and conditions:

A. WHEREAS, the Employer and Employee mutually desire to set forth herein certain procedures, benefits and requirements regarding the employment of Employee by Employer; and

B. WHEREAS, the Employer desires to employ the services of Employee on the terms and conditions set forth herein as City Manager of said City under the terms and conditions recited herein; and

C. WHEREAS, Employee desires to accept employment as the City Manager of said City under the terms and conditions recited herein.

NOW, THEREFORE, the Employer and Employee hereby mutually covenant and agree to the following:

1. Specified Term:

- A. The Employer hereby hires Employee and Employee hereby accepts employment with Employer for a period of two (2) years beginning January 15, 2013, and ending on January 14, 2015.
- B. This Agreement may be terminated earlier as hereinafter provided.
- C. After January 14, 2015, the Employer and Employee may renegotiate the term of this Agreement. In the event that, for any reason, a mutually agreeable term cannot be reached by both parties, this Agreement shall automatically terminate in accordance the provisions in Section I.A.
- D. Employee is, and shall remain, the City Attorney, a permanent position. Upon termination of Employee's services as City Manager, Employee shall continue as City Attorney on the same terms and conditions as existed on May 25, 2012.

2. Title and Description of Duties:

- A. The employee shall serve as City Manager of the City of Sebastopol. In that capacity, the Employee shall do and perform all duties, services, acts, and all that is necessary or advisable to fulfill the duties of City Manager as specified by law, and in City Ordinance Nos. 379, 473, and 493, as amended from time to time. However, Employee shall at all times be subject to the direction of the City Council and to the policies established by the City Council.

- B. Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Employee understands that the determination of timeliness and professionalism lies solely in the discretion of the City Council. Specific tasks and work plans will be discussed and agreed upon at least annually between the Employer and Employee to ensure that a mutual understanding of priorities is established and that both parties strive to achieve common goals and objectives.
- C. Employee agrees that to the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations of him either expressly or implicitly by the terms of this Agreement.

3. Salary and Benefit Compensation of Employee:

A. Evaluation: The City Council shall evaluate the Employee's performance on a regular basis as such times that the Council may request.

B. Annual Salary: As compensation for the services to be rendered by the Employee, Employer shall pay Employee at an annual salary rate of \$128, 904.00 as of January 15, 2013. This salary is payable in promoted installments on the same payment schedule as other City employees. Employee shall receive cost of living increases as provided to other management employees during the term of this contract.

C. Holiday, Vacation and Sick Leave:

- I. Employee shall receive all holidays normally provided to all City management employees.
- II. Employee shall accrue ten (10) hours of vacation time each month.
- III. Sick leave accrual will be eight (8) hours per month.
- IV. Upon termination by Employer, for any reason, the Employer shall compensate Employee for all accrued vacation and sick leave. In the event Employee voluntarily resigns, the Employee shall be entitled to 100% of the value of vacation time accrued.

D. Administrative Leave: Employee shall accrue 80 hours of administrative leave per year.

E. Insurance: All insurance benefits including medical, dental, vision and life insurance shall be provided to the Employee as provided to other management employees of the City. In the event the Employee chooses not to participate in the City plans, he may choose to receive the City paid premium benefits for medical coverage applied to his deferred compensation plan.

F. PERS Retirement: Employee shall make such employee contributions to the California Public Employees' Retirement System as are required of other management employees of the City.

G. Medical After Retirement: The Employee shall receive medical premium benefits after retiring from the City under the PERS retirement plan in accordance with City policy.

H. Other Benefits: Employee shall receive such other benefits and leave as are provided currently or into the future by the City management and supervisory personnel under the same terms and conditions.

4. Termination of Employment:

Termination by Employer:

A. Employee is an "at will" employee, and pursuant to the provisions of Ordinance No. 379, the Employer may at any time terminate Employee upon a three member vote of the whole City Council in a regular City Council meeting. The power of the City Council to remove the City Manager pursuant to this paragraph shall be limited as set forth in Ordinance No. 473.

B. In the event of such termination while the Employee is willing to perform the duties of City Manager, Employee shall be provided 30 days advance notice of the intent to terminate. Such notice shall not be required if termination is due to voluntary termination under Paragraph 5.B., Employee's death, incapacity due to injury or illness (physical or mental) for a period in excess of 60 days, and act of willful misconduct or malfeasance, a breach of a term of this agreement, or if by conviction of a felony, or conviction of a misdemeanor involving moral turpitude or dishonesty for personal gain.

5. Termination by Employee:

A. Employee may, at any time and for any reason, terminate his employment with the Employer by providing 30 days advance written notice of termination to Employer by certified or registered mail, return receipt requested.

B. As set forth in Paragraph 1.D, above, Employee's position as City Attorney shall not be affected by the provisions of this Section.; however, the City Council shall meet and confer with employee regarding his tenure, pay, benefits as City Attorney.

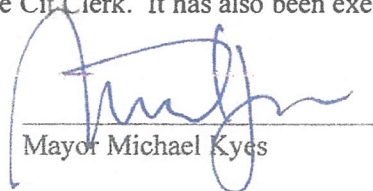
C. Notices: Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY: City Council c/o Mayor  
City of Sebastopol  
7120 Bodega Avenue, Post Office Box 1776  
Sebastopol, CA 95473-1776

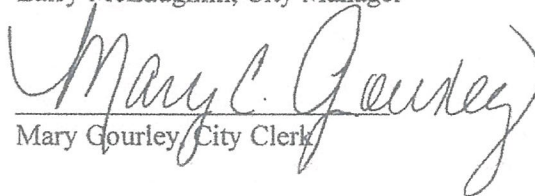
TO EMPLOYEE: Lawrence McLaughlin  
c/o City of Sebastopol  
7120 Bodega Avenue  
Sebastopol, CA 95472

6. Entire Agreement: This agreement is the final expression of the complete agreement of both understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.
7. Assignment: This Agreement is not assignable by either Employer or Employee.
8. Severability: In the event that any provisions of this Agreement is finally held or determined to be illegal or void by a duly appointed arbitrator or by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.
9. Counterparts: This Agreement shall be executed in two counterparts, each of which shall be deemed an original. but all of which together shall constitute one and the same instrument.
10. Government Code Section: 53243.2: Pursuant to Government Code 53243.2, Employee agrees that if this Agreement is terminated, Employee shall reimburse the City the full amount of any cash settlement Employee received from the City relating to that termination if the Employee is convicted of a crime involving an abuse or his office or position.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the City Clerk. It has also been executed by the employee.

  
\_\_\_\_\_  
Mayor Michael Kyes

  
\_\_\_\_\_  
Larry McLaughlin, City Manager

  
\_\_\_\_\_  
Mary Gourley, City Clerk

ATTEST:

AMENDMENT TO EMPLOYMENT AGREEMENT  
EXTENSION OF CONTRACT

This Agreement is made and entered into on this 5th day of August, 2014, by and between the City of Sebastopol, California (hereinafter referred to as "Employer") and Lawrence McLaughlin (hereinafter referred to as "Employee), pursuant to these terms and conditions:

- A. WHEREAS, on January 8, 2013, the Employer approved appointment of Employee to the position of City Manager of the City of Sebastopol; and
- B. WHEREAS, on March 5, 2013, Employer and Employee entered into a contract of employment of City of Sebastopol City Manager; and
- C. WHEREAS, Employer and Employee mutually desire to continue the employment as the City Manager of said City under the terms and conditions recited in contract dated March 5, 2013 and attached and incorporated in this extension, for a period of two years from its current expiration date.

NOW, THEREFORE, the Employer and Employee hereby mutually agree to the following:

- A. The Employer and Employee hereby agree to extend said contract with Employee for a period of two (2) years beginning January 15, 2015 and ending January 14, 2017.
- B. All remaining terms and conditions of said Agreement of March 13, 2013 are incorporated herein and remain in full force and effect.



ROBERT JACOB  
EMPLOYER  
MAYOR, CITY OF SEBASTOPOL



LARRY MCLAUGHLIN  
EMPLOYEE  
CITY MANAGER, CITY OF  
SEBASTOPOL

ATTEST:   
Mary C. Gourley, CMC, City Clerk

EXHIBIT B

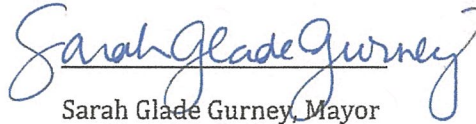
AMENDMENT TO EMPLOYMENT AGREEMENT EXTENSION OF CONTRACT

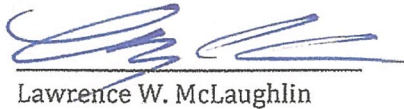
This Agreement is made and entered into on this 15<sup>th</sup> day of March, 2016, by and between the City of Sebastopol, California (hereinafter referred to as "Employer") and Lawrence McLaughlin (hereinafter referred to as "Employee), pursuant to these terms and conditions:

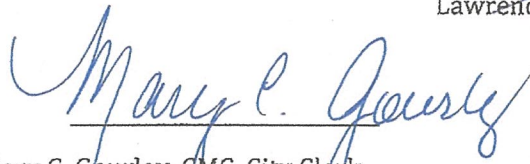
- A. WHEREAS, on January 8, 2013, the Employer approved appointment of Employee to the position of City Manager of the City of Sebastopol; and
- B. WHEREAS, on March 5, 2013, Employer and Employee entered into a contract of employment of City of Sebastopol City Manager; and
- C. WHEREAS, on August 5, 2014, Employer and Employee approved an extension of the contract to January 14, 2017; and
- D. WHEREAS, Employer and Employee mutually desire to continue the employment as the City Manager of said City under the terms and conditions recited in contract dated March 5, 2013 and attached and incorporated in this extension, except as amended below.

NOW, THEREFORE, the Employer and Employee hereby mutually agree to the following

- A. The Employer and Employee hereby agree to extend said contract with Employee to January 14, 2021.
- B. Paragraph 3.C.(II) is amended as follows: "Employee shall accrue ten ~~(10)~~ ~~sixteen~~ **(16)** hours of vacation time each month."
- C. All remaining terms and conditions of said Agreement of March 5, 2013 are incorporated herein and remain in full force and effect.

  
 Sarah Glade Gurney, Mayor

  
 Lawrence W. McLaughlin

ATTEST:   
 Mary C. Gourley, CMC, City Clerk

**EXHIBIT B**

Resolution Number 6076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING THE  
EXTENSION OF THE EMPLOYMENT CONTRACT FOR CITY MANAGER

WHEREAS, the Sebastopol City Council has unanimously approved extension of the City  
Manager's employment agreement; and

WHEREAS, the Sebastopol City Council and City Manager have entered into this agreement  
in recognition of the benefits accruing each party; and

WHEREAS, this Agreement will ensure the retention City Manager services and the  
performance of the duties of the said office in a manner which serves the best interests of  
the City, subject to the direction of the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City of Sebastopol City Council approves the  
following amendments to the City Manager Employment Contract:

IN COUNCIL DULY PASSED this 15<sup>th</sup> day of March, 2016.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the  
City of Sebastopol City Council by the following vote:

Approved:   
Sarah Glade Gurney, Mayor

AYES: Councilmembers Eder, Slayter, Vice Mayor Glass and Mayor Gurney

NOES: None

ABSENT: Councilmember Jacob

ABSTAIN: None

ATTEST:

  
Mary Gourley, MMC, City Clerk