

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 15th 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


AMENDMENT TO EMPLOYMENT AGREEMENT EXTENSION OF CONTRACT


This Agreement is made and entered into on this 15th 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.

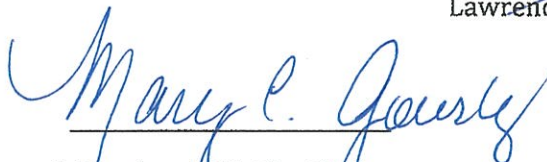
NOW, THEREFORE, the Employer and Employee hereby mutually agree to the following

- 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

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 1.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.

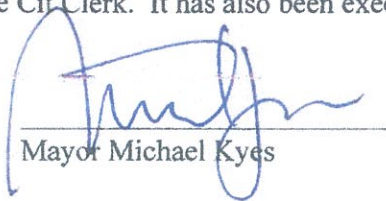
7. Assignment: This Agreement is not assignable by either Employer or Employee.

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.

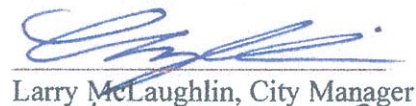
9. Counterparts: This Agreement shall be executed in two counterparts, each of which shall be deemed an original. but all of which together shall constitute one and the same instrument.

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 of 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.

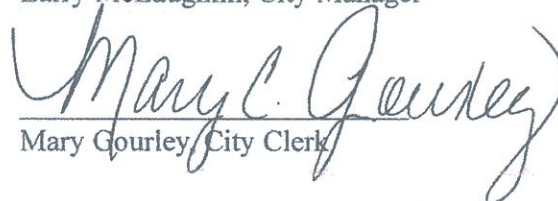


Mayor Michael Kyes



Larry McLaughlin, City Manager

ATTEST:



Mary Gourley, City Clerk