

**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - DECEMBER 3, 2013**  
**CONSENT CALENDAR**

**DATE** : November 27, 2013

**TO** : City Council

**FROM** : City Attorney

**SUBJECT** : **APPROVE AMENDMENT TO THE CITY ATTORNEY EMPLOYMENT AGREEMENT**

**RECOMMENDATION:**

Approve the proposed amendment to the City Attorney Employment Agreement.

**EXECUTIVE SUMMARY:**

This formal amendment to the employment agreement for the City Attorney, Heather C. McLaughlin, allows engagement in limited outside work provided that such work does not create any conflicts of interest and does not interfere with Employee's provision of services as the Benicia City Attorney. It also adds necessary language to comply with automatic contract renewal requirements enacted by the State Legislature in 2011 pursuant to AB 1344.

**BUDGET INFORMATION:**

Proposed changes will not impact the budget.

**GENERAL PLAN:**

N/A.

**STRATEGIC PLAN:**

N/A- there is not a relevant Strategic Plan Goal that relates to this agenda item.

**BACKGROUND:**

On October 2, 2007, an Employment Agreement was entered into between the City and Heather C. McLaughlin for the services of Employee as the Benicia City Attorney.

The proposed amendment to this agreement will allow for the City Attorney to engage in limited outside work, provided that clients do not do business in the City of Benicia and such work does not create any conflict of interest or interfere with the current services provided to the City. The amendment also adds the necessary language to comply with AB 1344, which prohibits an automatic

renewal clause if it "provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment." (Government Code Section 3511.2(a).) The amendment prevents future automatic salary increases from exceeding increases in the San Francisco Bay Area Consumer Price Index. Proposed language changes to the amendment are shown in italics.

Attachment:

- Proposed Second Amendment to Employment Agreement

## **SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

This Second Amendment to Employment Agreement ("Second Amendment") is entered into this 3<sup>rd</sup> day of December, 2013, by and between the City of Benicia ("Employer") and Heather McLaughlin, City Attorney ("Employee").

### **RECITALS**

- A. On October 2, 2007, an Employment Agreement ("Agreement") was entered into between Employer and Employee for the services of Employee as the Benicia City Attorney.
- B. On June 7, 2011, an Amendment to the Agreement was entered into between Employer and Employee making certain changes to the Agreement.
- C. Employer and Employee desire to make further modifications to the Agreement, as more specifically set forth in this Second Amendment.

### **TERMS AND CONDITIONS**

Employer and Employee mutually agree as follows:

A new Subsection 1(d) is added to the Agreement, to read as follows:

"Employee may engage in limited outside work for So Cal Turnaround Partners or other clients not doing business in the City of Benicia, provided that such outside work does not create any conflicts of interest and does not interfere in any way with Employee's provision of services as the Benicia City Attorney."

Section 4.A.(1) of the Agreement is amended, to read as follows:

"Employer agrees to pay Employee for her services, rendered pursuant hereto, by annually increasing existing Employee's salary to the greater of within 5% of the average for city attorneys for the City's traditional survey cities or applying the Cost of Living Adjustment given to any other department head to her existing salary. *Notwithstanding the foregoing, any compensation increases under this section shall not exceed the increase from the previous year for the San Francisco Bay Area Consumer Price Index.* The compensation shall be payable in monthly installments or more frequent installments if other employees of Employer are so paid. Any compensation increases under this section shall be made without further contract amendment. Employer may not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee without her consent, except in financial emergencies. *Employee's current salary is \$15,251 per month.*

Except as expressly modified herein, all remaining terms and conditions of the Agreement and the Amendment shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the day and year first above written.

**Employer:**



Mayor, City of Benicia

**Employee:**



Heather C. Mc Laughlin  
City Attorney, City of Benicia

**ATTEST:**



City Clerk, City of Benicia