

CITY OF SEBASTOPOL CITY COUNCIL
 AGENDA ITEM REPORT FOR MEETING OF: March 4, 2025

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To: Honorable Mayor and City Councilmembers
From: Deborah Muchmore, Muchmore Than Consulting, Human Resources Consultant
 Assistant City Manager/ City Clerk
Subject: Approval of Contract/ Employment Agreement for Police Chief

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RECOMMENDATION: Staff recommend the Sebastopol City Council approve the employment agreement for Police Chief between the City of Sebastopol and Sean McDonagh, and authorize the City Manager to execute the agreement on behalf of the City Council.

EXECUTIVE SUMMARY: The item is to request the Council to approve the employment agreement, dated March 5, 2025, for Police Chief between the City of Sebastopol and Sean McDonagh and authorize the City Manager to execute the agreement on behalf of the City Council.

BACKGROUND: The City opened a recruitment for Police Chief on October 10, 2024. Six qualified applicants applied who were interviewed on December 10, 2024 by a diverse panel of acting Chiefs of Police. The top three candidates were invited, on December 17th to interview in the morning with a panel of seven community leaders and in the afternoon with the City Manager, Assistant City Manager/City Clerk, and Police Chief. On Monday, January 13, 2025, the City Manager selected Sean McDonagh to serve as the City of Sebastopol’s Police Chief, subject to approval of an employment agreement. The Police Chief position is a full-time, “at will” position serving at the pleasure of the City Manager.

ANALYSIS: If the employment agreement is approved, Mr. McDonagh will begin serving as the Police Chief on March 5, 2025. The agreement is for a three-year term ending on March 3, 2028.

The terms and conditions of the proposed agreement are comparable to other Chief positions within the County of Sonoma region. In addition to the standard terms and conditions, the Agreement provides for the following salary and benefits:

- Annual base salary will be \$174,896.
- City provision of the same health plans (medical, dental, and vision) that are provided to other City management employees and City payment of that portion of the employee and dependent rate or premium as is determined by the City for all management employees.
- Chief will be eligible to accrue vacation hours in accordance with the rules, caps, and maximums described in the City’s Personnel Rules. Initially that accrual will be 10 working hours per month. Chief will accrue sick leave as laid out in the City’s Personnel Rules which currently provide 120 hours per year or 10 hours a month (4.6154 hours a pay period).
- In fiscal year (“FY”) 2025, the Chief will be granted 33 hours of Administrative Leave. Beginning in FY 2026, the Chief will be granted a total of 100 hours Administrative Leave with pay during each fiscal year (50 hours accrued on July 1st and 50 hours accrued on January 1st.)
- The Chief will be provisioned \$5,000 for coaching related to serving as a Law Enforcement and Public Safety executive new to California laws and law enforcement.
- Termination without cause and severance. Termination of the Chief’s employment without cause may be affected by the City Manager giving thirty (30) days’ prior written notice to the Chief. Upon such

termination, the Chief shall be entitled to additional salary equal to that which would accrue during thirty (30) calendar days following the Chief’s termination date plus the cash equivalent of all accumulated vacation as of the day of termination. The Chief’s acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of the Chief against the City arising out of his employment.

Mr. McDonagh has served as a Police Commander for 10 years and a Police Chief for the last two years. He holds advanced educational degrees in law enforcement, executive management, and police leadership and security from universities and colleges in the U.S. and Australia. Most recently Mr. McDonagh served as a Police Chief in Colorado. Mr. McDonagh has successfully achieved reciprocity in California and is certified by the California Police Officer Standards Board as a California Law Enforcement professional.

FISCAL IMPACT: The costs associated with the employment agreement are within the Council-approved budget for the Police Chief position and the funds for coaching are available through salary savings in the current budget.

OPTIONS:

1. Approve the Employment Agreement as presented.
2. Approve the Employment Agreement, providing staff direction to affect changes.
3. Do not approve the Employment Agreement and direct staff to continue the recruitment process.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, staff anticipate receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

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 the scheduled meeting date.

ATTACHMENTS:

Attachment 1: Employment Agreement.

APPROVALS:

Department Head Approval: Approval Date: 2/19/25

CEQA Determination (Planning): Approval Date: N/A

The proposed action is / is not exempt from the requirements of the California Environmental Quality Act (CEQA)

Administrative Services/Financial Approval: Approval Date: _____

Costs authorized in City Approved Budget: Yes No N/A

Account Code (f applicable) _____

City Attorney Approval: Approval Date: 2/20/25

City Manager Approval: Approval Date: 2/20/25

EMPLOYMENT AGREEMENT—CHIEF OF POLICE
CITY OF SEBASTOPOL

This Agreement (“Agreement”) is entered into on March 5, 2025, by and between the CITY OF SEBASTOPOL, a municipal corporation (“City”), and SEAN MCDONAGH (“Chief” together with the City “the Parties”).

1. EMPLOYMENT.

City Manager, by its City Council, hereby employs Chief to serve as Sebastopol’s Chief of Police, which is an “at will” position excluded from the classified service. Chief understands and agrees that he has no constitutionally protected property or other interest in his employment as the Sebastopol Chief of Police. Chief understands and agrees that he serves at the pleasure of the City Manager and may be terminated or asked to resign at any time, with or without cause.

2. TERM/TERMINATION/SEVERANCE.

A. The term of this Agreement shall begin on March 5, 2025, and shall remain in effect for three years unless terminated pursuant to this Agreement. The term of this Agreement may be extended thereafter by mutual written agreement.

B. Resignation. Chief may terminate his employment by delivering to the City Manager a written resignation which will become effective sixty days (60) following delivery of the resignation unless waived by the City Manager. From the date upon which Chief resigns until the actual date upon which the resignation becomes effective, Chief shall continue to devote his full time, attention, and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner.

C. Mutual Agreement. The Parties may mutually agree to terminate the employment of Chief. Upon agreement to terminate the employment of the Chief and until the effective date of the termination of this Agreement, Chief shall continue to devote his full time, attention, and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner.

D. Termination Without Cause & Severance. Termination of Chief’s employment without cause may be affected by the City Manager giving thirty (30) days’ prior written notice to Chief. Upon such termination, Chief shall be entitled to additional salary equal to that which would accrue during thirty (30) calendar days following the Chief’s termination date plus the cash equivalent of all accumulated vacation as of the day of termination. Chief’s acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of Chief against the City arising out of his employment.

E. Termination With Cause. The City Manager may terminate Chief’s employment for cause at any time by giving notice of termination and an opportunity to respond to the allegations prior to termination. Cause includes, but is not limited to: unauthorized absence; conviction of a felony or of any criminal act involving moral turpitude; hostile and discourteous treatment of employees;

mismanagement of City funds; conduct which brings discredit to the City; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a City policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of or abuse of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents during working hours or reporting to work under such conditions; negligence or willful damage to public property or waste or theft of public supplies or equipment; repeated refusal to comply with a proper directives of the City Manager; falsification of any records; making material dishonest work-related statement to other employees at work or committing perjury; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to City property; and sexual or other unlawful harassment of or unlawful discrimination against another employee or applicant for employment, or volunteer or intern.

3. DUTIES.

The City employs Chief to provide any and all work necessary to act as Chief of Police as set forth in the Chief of Police job classification specification attached and incorporated herein as Exhibit A, which may be amended by Council action from time to time. Chief shall be a department head of the City and be responsible to the City Manager for the proper administration of all affairs and day-to-day activities of the staff and operations of the Police Department.

4. COMPENSATION.

During his term of employment, Chief's base annual salary shall be \$174,896. This amount is subject to authorized or required deductions and withholdings and is paid on the City's regular paydays every two weeks. Chief may be considered for an advancement along the salary range of the position based successful performance per the City's Personnel Rules Article V Section B. Chief is an exempt employee under applicable wage and hour law and his base salary shall be compensation for all hours worked.

The City shall also provide to Chief a cellular telephone and laptop at City expense which shall remain the property of the City.

5. BENEFITS

Chief shall receive the following benefits:

- CalPERS Retirement Plan Membership: CalPERS determines a member's retirement level. PEPRAs employees pay 50% of the normal cost of retirement, the employee share in 2025 is 7.87%.
- Health Insurance: City-paid Kaiser HMO with the option for Chief to pay the difference and enroll in Anthem Blue Cross Health Plan instead. If Chief provides proof of other health coverage and chooses not to enroll in health care through the City of Sebastopol, Chief will be eligible for 20% of the plan Chief qualifies for as an in-lieu payment.
- Dental and Vision Coverage: The City will provide dental and vision insurance for Chief and his eligible dependents, without premium cost to Employee.

- Sick Leave: Chief will accrue sick leave as laid out in the City’s Personnel Rules which currently provide 120 hours per year or 10 hours a month (4.6154 hours a pay period).
- Vacation: Chief will be eligible to accrue vacation hours in accordance with the rules, caps, and maximums described in the City’s Personnel Rules, initially the accrual will be 10 working hours per month. During the first three months of employment, Chief will accrue vacation hours, however, Chief may not access or use accrued vacation. Further, vacation accruals will not be reflected on Chief’s paystub during the first three months of employment.
- Administrative Leave: In fiscal year (“FY”) 2025, Chief will be granted 33 hours of Administrative Leave. Beginning in FY 2026, Chief will be granted a total of 100 hours Administrative Leave with pay during each fiscal year (50 hours accrued on July 1st and 50 hours accrued on January 1st.) Chief may use this time to take paid leave from work. In the first full pay period of June of each fiscal year, the City will pay out the balance in your Administrative Leave accrual bank or 40 hours, whichever is smaller. Any balance left in the bank will not carry over from year to year.
- The City observes 15 holidays. A list of holidays can be found in the attached City Personnel Rules.
- The Council values professional development and it will be considered as the budget allows. Initially, the Chief will be allowed a budget of \$5,000 with which to engage a coach to assist with transition into the role as a Police Chief under California laws and standards.

6. EVALUATION.

Chief shall receive initial performance evaluations at six months and twelve months from the City Manager, and an annual evaluation every twelve months thereafter. Copies of such performance evaluations shall be placed in the Chief’s personnel file. Performance evaluations must include objectives and goals for the coming evaluation period.

7. PROFESSIONAL MEETINGS.

Chief is expected to represent the City at appropriate professional local and state meetings and conferences approved by the City Manager at no cost to Chief.

8. REIMBURSEMENT OF EXPENSES.

Chief shall comply with City’s Purchasing Ordinance with respect to legitimate expenses incurred in the course and scope of Chief’s employment, and the City will pay for or reimburse as appropriate actual and necessary expenses incurred by Chief while acting in the course and scope of their employment, in compliance with the City’s policies, and as approved by the City Manager. Expenses regarding membership in professional organizations shall be permitted as an expense if budgeted and authorized in advance by the City Manager.

9. INDEMNIFICATION.

City agrees to indemnify, defend, and hold harmless Chief against any and all claims and legal actions against Chief pursuant to Government Code Section 825.

10. ENTIRE AGREEMENT.

The Parties agree that this Agreement contains all the agreements of the Parties and cannot be amended or modified except by written amendment or agreement. This Agreement may be amended at any time by the mutual consent of the parties by written amendment.

11. NOTICES.

Any notices pursuant to this Agreement shall be sent by regular mail addressed as follows:

- A. City: Don Schwartz, 7120 Bodega Avenue, Sebastopol, CA 95472.
- B. Chief: Sean McDonagh, P.O. Box 22414, Carson City, NV 89721

12. INTERPRETATION OF AGREEMENT AND FORUM.

This Agreement shall be construed and interpreted in accordance with the laws of California. In the event of any dispute arising from this Agreement, the forum for judicial review shall be the Superior Court, Sonoma County.

13. SEVERABILITY.

If any provision or portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder shall be deemed severable and shall not be affected and shall remain in full force and effect insofar as possible.

14. SURVIVAL.

Many sections of this Agreement are intended by their terms to survive termination of Chief, including but not limited to sections regarding separation or termination of Chief. Such sections shall survive termination of employment and termination of this Agreement.

15. AMENDMENTS.

This Agreement may be amended from time to time by mutual agreement of the Parties. Any amendments are to be negotiated, reduced to writing, and adopted by the City Council.

16. CONFLICT OF INTEREST.

Chief shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independent judgment or action in the performance of official duties. Chief shall also be subject to conflict-of-interest provisions of the Political Reform Act of 1974 and Government Code section 1090 as applicable to Chief's employment.

17. EXECUTION.

In witness whereof, the parties have executed this Agreement as of the day and year first above written.

CITY MANAGER

Don Schwartz

CHIEF OF POLICE

Sean McDonagh

Approved as to form:

Alex Mog, City Attorney