

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement), effective as of June 5, 2022, by and between the City of Santa Monica, a California municipal corporation (the City), and Susan Y. Cola (Employee).

RECITALS

- A. On June 5, 2022, the City Attorney appointed Employee to the position of Special Counsel/Chief of Staff in the City Attorney's Office, in accordance with Santa Monica City Charter Article XI, Section 1102. On July 1, 2022, the position title will be renamed to Assistant City Attorney.
- B. In December 2002, the City Council authorized the City Attorney to negotiate and execute employment agreements with unclassified employees under the direction of the City Attorney. The position of Assistant City Attorney is in the Unclassified Service and serves at the will of the City Attorney.
- C. In recognition of Employee's unclassified status, the City and Employee have determined that Employee should be covered by an individual employment agreement that sets forth the terms and conditions of his employment with the City.
- D. It is the intent of both parties that Employee receives all benefits currently enjoyed by, and in the future granted to, members of the Executive Pay Plan (EPP), and that none of those benefits will cease or lapse as a result of Employee's position not being included in the EPP.

Now, therefore, the City and Employee agree as follows:

TERMS AND CONDITIONS

1. **Unclassified Service.** Employee is a member of the Unclassified Service, who serves at the will of the City Attorney.
2. **Compensation.** Effective June 5, 2022, Employee's salary is at Salary Step 4 (\$272,004/annually) of the salary range established for the position of Special Counsel/Chief of Staff. Employee is eligible for periodic salary step increases as may be approved by the City Attorney. In July of each year, the Employee's pay scale shall be automatically adjusted in the same percentage as any salary increase that may be granted to participants in EPP for the fiscal year, with the base salary adjusted accordingly.
3. **Performance Review.** The City Attorney agrees to complete a six-month performance review of Employee, with eligibility to receive a salary increase to Step 5. Future performance reviews will be conducted no less frequently than on the Employee's annual anniversary date or in accordance with office policies. As part of each annual performance review, the City Attorney and Employee agree to jointly define such goals and performance objectives they determine necessary for the attainment of the City Attorney's objectives. The City Attorney will establish the priority among the various goals and objectives. Employee is expected to accomplish said goals and objectives generally within the time limits, as specified in the annual operating and capital budgets and appropriations approved by the City Attorney.

4. **Benefits.**

- 4.1 Except as otherwise provided in this Agreement, Employee has the benefits and privileges of employment as set forth in the EPP, as may be amended from time to time.
- 4.2 Employee shall commence employment as Assistant City Attorney with the following leave hours accrued to Employee in accordance with her previous membership in the Public Attorneys Union as a Deputy City Attorney III, which leave hours have remained unused by Employee as of June 5, 2022: 360 hours of vacation leave, 576 hours of sick leave, 60 hours of MOU PERS N leave, 16 hours of holiday pay, and 8 hours of PRSL BANK.
- 4.3 Employee is entitled to roll over accrued and unused 60 hours of MOU PERS N leave and 16 hours of holiday pay as of June 30, 2022, into Fiscal Year 2022-2023. Any of the foregoing non-cashable MOU PERS N leave and holiday pay hours that remain unused as of the end of Fiscal Year 2022-2023 shall be forfeited.


5. **Duration of Agreement.** The parties acknowledge and agree that the terms and conditions of this Agreement apply to the complete term of Employee's continuous performance of job duties in the position of Special Counsel/Chief of Staff (Assistant City Attorney), provided prior to the execution of this Agreement. This Agreement will continue in full force and effect until modified by the City and Employee in writing, or until such time as Employee's employment with the City Attorney's Office terminates. Upon the termination of Employee's employment with the City Attorney's Office, the City will pay Employee all accrued benefits under this Agreement, EPP, and any applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF SANTA MONICA,
a municipal corporation


By: _____
DOUGLAS SLOAN
City Attorney

EMPLOYEE:


By: _____
SUSAN Y. COLA
Special Counsel/Chief of Staff aka
Assistant City Attorney