

**CITY OF SANTA MONICA
EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”), entered into on 12/16, 2021, by and between the City of Santa Monica (the “City”) and Susan Cline (“Employee”), is made with reference to the following:

RECITALS

- A. In December 2002, the City Council authorized the City Manager to negotiate and execute employment agreements with certain employees occupying at-will positions in the Unclassified Service and in the immediate office of the City Manager.
- B. On or about January 17, 2021, the City Manager appointed Susan Cline to serve as Acting Assistant City Manager/Chief Operating Officer to assume a leadership role in meeting community needs and to advance the City’s top priorities during the COVID-19 pandemic.
- C. On or about September 14, 2021, City Council approved the restoration of the Assistant City Manager/Chief Operating Officer position to help ensure the City Manager’s Office is structured to support City operations and the new City Manager.
- D. Employee occupies the position of Assistant City Manager/Chief Operating Officer in the Office of the City Manager in accordance with Santa Monica City Charter Article XI, Section 1102 (a)(2).
- E. In recognition of the Employee occupying an at-will position in the Unclassified Service, the City and Employee have determined that Employee should be covered by an individual employment agreement that sets forth the terms and conditions of Employee’s employment with the City.
- F. 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 shall occupy a position in the Unclassified Service and shall serve at the will of the City Manager.
- 2. **Compensation.** Effective December 19, 2021, Employee’s salary is at Salary Step 5 (\$294,360.00/annually) of the salary range established for the position of Assistant City Manager/Chief Operating Officer. 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 that fiscal year, with the base salary adjusted accordingly.

3. **Benefits.** Employee has the benefits and privileges of employment as set forth in the contract between the City and EPP, as may be amended from time to time.
 - 3.1. The accrual and use of vacation time shall be set at 1.75 days per month, and in addition, Employee shall commence appointment with 112 hours of vacation already accrued.
4. **EPP.** Except as otherwise provided in this Agreement, Employee is subject to all the terms and conditions of employment as set forth in the contract between the City and EPP, as may be amended from time to time.
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 Assistant City Manager/Chief Operating Officer 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 Manager's Office terminates.
6. **Termination.** Upon the termination of Employee's employment with the City Manager's Office, the City will pay Employee all accrued benefits under this Agreement consistent with the provisions of the EPP and any applicable law.
7. **Complete Agreement.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by City and Employee and approved as to form by the City Attorney.
8. **Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.
9. **Venue and Jurisdiction.** Employee's employment will be in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
10. **Survival of Provisions and Obligations.** Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
11. **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
12. **Waiver.** A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.


In witness whereof, this Agreement was executed on the day and year first written above.

ATTEST:


CITY OF SANTA MONICA,
a municipal corporation

DocuSigned by:


E2F85B056A714C3
DENISE ANDERSON-WARREN
City Clerk

By: 
David White
City Manager

APPROVED AS TO FORM:

DocuSigned by:

BEA7F21932AB47C...
Joseph Lawrence
Interim City Attorney

EMPLOYEE:

By: 

Print Name: SUSAN CLINE
Title: Assistant City Manager