

CITY OF SANTA MONICA
EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), entered into on December 15, 2015, by and between the City of Santa Monica (the "City") and Christopher J. Smith ("Employee"), is made with reference to the following:

RECITALS

- A. Employee occupies the position of Assistant to the City Manager in the Office of the City Manager, in accordance with Santa Monica City Charter Article XI, Section 1102.
- B. In December 2002, the City Council authorized the City Manager to negotiate and execute employment agreements with certain Unclassified Service employees in the immediate office of the City Manager.
- C. In recognition of his 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).

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 Manager.
- 2. **Compensation.** Effective November 30, 2015, Employee's salary is at Salary Step #4 (\$11,349/month) of the salary range established for the position of Assistant to the City Manager. Employee will be eligible for any cost-of-living adjustment ("COLA") that may be granted to members of EPP.
- 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.
- 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.

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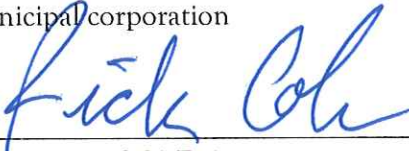
5. **Duration of Agreement.** The parties acknowledge and agree that the terms and conditions of this Agreement apply to the complete term of Employee's continuous performance of job duties in the position of Assistant to the City Manager, provided prior to the execution of this Agreement. This Agreement 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. 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 contract with EPP and any applicable law.

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


ATTEST:


SARAH P. GORMAN
City Clerk

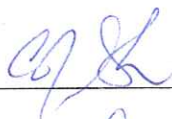
CITY OF SANTA MONICA,
a municipal corporation

By: 
RICK COLE
City Manager

APPROVED AS TO FORM:


MARSHA JONES MOUTRIE
City Attorney

EMPLOYEE:

By: 
Print Name: Christopher Smith
Title: Assistant to the City Manager