

**CITY OF SANTA MONICA
EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”), entered into on September 26, 2017, by and between the City of Santa Monica (the “City”) and Anuj Gupta (“Employee”), is made with reference to the following:

RECITALS

- A. Employee occupies the position of Deputy City Manager/Director of Policy 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), 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 Manager.
- 2. **Compensation.**
 - 2.1. Effective September 25, 2017, Employee’s salary is at Salary Step 2 (\$14,667/month) of the salary range established for the position of Deputy City Manager/Director of Policy. 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 that fiscal year, with the base salary adjusted accordingly.
- 3. **Benefits.**
 - 3.1. 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.
 - 3.2. The accrual and use of vacation shall be set as 1.25 days per month, and in addition, the Employee shall commence employment with 40 hours of vacation and 40 hours of sick leave already accrued.

- 3.3. The CalPERS retirement formula applicable to the Deputy City Manager/Director of Policy and the appropriate category of CalPERS membership shall be determined by CalPERS.
- 3.4. Management Leave Days will become effective September 25, 2017 and will be administered as outlined in the Executive Pay Plan (EPP). The employee shall receive 3 days of non-cashable leave and 1 day of cashable leave.
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 Deputy City Manager/Director of Policy, 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 EPP and any applicable law.

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


ATTEST:


 DENISE ANDERSON-WARREN
 City Clerk

CITY OF SANTA MONICA,
 a municipal corporation

By: 
 RICK COLE 10.20.17
 City Manager

APPROVED AS TO FORM:


 LANE DILG
 City Attorney

EMPLOYEE:

By: 
 Print Name: ANUJ K. GUPTA

Title: Deputy City Manager/Director of Policy