

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement), entered into on January 15, 2025, by and between the City of Santa Monica, a California municipal corporation (the "City"), and Heidi von Tongeln ("Employee"), is made with reference to the following:

RECITALS

- A. On or about June 19, 2022, the City Attorney appointed Employee to the position of Chief Deputy City Attorney for the City Attorney's Office in accordance with Santa Monica City Charter Article XI, Section 1102.
- B. In December 2002, the City Council authorized the City Attorney to negotiate and execute employment agreements with unclassified employees under the City Attorney's direction. The position of Chief Deputy City Attorney is in the Unclassified Service and Employee serves at the will of the City Attorney.
- C. At the time of Employee's appointment, the position of Chief Deputy City Attorney was represented by the Public Attorneys Union (PAU). On January 14, 2025, PAU released Employee's position from its bargaining unit.
- D. In recognition of Employee's unclassified and unrepresented status, the City and Employee have determined that Employee should be covered by an individual employment contract that sets forth the terms and conditions of Employee's employment.
- E. It is the intent of both parties that Employee receives all benefits currently enjoyed by, and in the future granted to, members of PAU, and that none of those benefits will cease or lapse as a result of Employee's position not being included in PAU.

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.** As of the date of this Agreement, Employee's salary is at Salary Step 5 (\$304,932/annual) of the salary range established for the position of Chief Deputy City Attorney. Employee's pay scale shall be automatically adjusted in the same percentage and at the same time as any general salary increase that may be granted to members of PAU, with the base salary adjusted accordingly.
- 3. **Benefits.** Except as otherwise provided in this Agreement, Employee has all the benefits and privileges of employment as set forth in the contract between the City and PAU, as may be amended from time to time.
- 4. **Severance Pay.** The City agrees to pay Employee severance pay in an amount equal to four months of Employee's base bi-weekly salary upon Employee's termination by the City. This severance pay is in addition to any accrued leave or other compensation that is subject to cash-out upon separation from City service. "Termination by the City"

means action by the City Attorney to terminate Employee's employment with the City. Severance pay shall be paid within ten days of the effective date of termination. Severance pay is not required pursuant to this section if termination of the Employee is the result of Employee's willful misconduct or conviction of a crime involving moral turpitude.

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 Chief Deputy 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 consistent with the provisions of the Memorandum of Understanding between the City and PAU 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:



Heidi von Tongeln
Chief Deputy City Attorney