

EMPLOYMENT AGREEMENT
Agreement No. 28,232

The City of Santa Barbara, a municipal corporation, hereinafter referred to as "Employer" and Sarah J. Knecht, an individual, hereinafter referred to as "Employee" enter into this Agreement on December 13, 2022, for Employee's services as City Attorney for the City of Santa Barbara.

WHEREAS, this Agreement is made under Article VI of the Santa Barbara City Charter, as a municipal affair; and

WHEREAS, the City Council of Employer, hereinafter "City Council," determined that Employee has the necessary qualifications and experience for the Office of City Attorney as required by the City Charter; and

WHEREAS, on December 13, 2022, the City Council appointed Employee to the Office of City Attorney, with an effective date of December 13, 2022; and

WHEREAS, Employer and Employee enter into this Agreement to document the terms and conditions of employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. TERM AND STATUS.

A. Employer employs Employee to serve as City Attorney.

B. Employee's employment status is at-will and at the pleasure of the City Council. Employee understands and agrees that the City Council may terminate her City employment at any time, subject only to the notice, removal and severance provisions of Section 5 of this Agreement and Section 701 of the City Charter. Employee understands and agrees that Employer has made no implied or express oral or written assurances of continued employment with the City. Employee further understands and agrees that she has no property right in City employment and that Employer requires no cause to suspend or terminate her City employment.

SECTION 2. POWERS AND DUTIES.

A. Employee shall perform the duties of City Attorney as set forth in Section 703 of the City Charter and as determined and controlled by the City Council. Employee shall report directly and solely to the City Council.

B. In the performance of the duties of City Attorney, Employee agrees to comply with all federal, state and local laws, ordinances, rules, regulations and City Charter, which are applicable to the Office of the City Attorney. Employee

acknowledges that she is subject to the common law and statutory conflict-of-interest provisions, including, but not limited to, the Political Reform Act set forth in California Government Code Section 87100 and following, the Fair Political Practices Commission Regulations set forth in California Code of Regulations, Title 2, Section 18700 and following, and California Government Code Section 1090 and following, as they may be amended. Employee agrees that she will be acquainted with the above-referenced provisions, comply fully with them and not take any action, which results or could appear to result, in a violation of such provisions.

SECTION 3. COMPENSATION.

A. Base Salary.

As compensation for Employee's services, Employer agrees to pay Employee, on a bi-weekly basis, an annual base salary of \$281,736.

B. Changes to Compensation. Commencing on the first day of the pay period which includes July 1, 2023 and on the first day of the pay period which includes July 1 of each year thereafter, Employee's base annual salary shall be automatically adjusted without further Council action by a percentage amount equal to one-half (1/2) of any increase the Consumer Price Index (CPI) during the preceding June through May twelve month period. The CPI used shall be the California Consumer Price Index for Urban Wage Earners and Clerical workers as calculated by the California Department of Industrial Relations. Such annual increase to salary shall be capped at a maximum of 5.0% per year.

C. Health and Welfare Benefits.

Employee shall receive the same health and welfare benefits provided to the City's Group 1 Managers ("Executives"), including, but not limited to, long term disability and life insurance, as set forth in the Management Performance and Compensation Plan.

D. Retirement.

Employee shall receive retirement benefits through the Public Employees Retirement System (hereinafter "PERS") Miscellaneous Plan. Employee shall pay a contribution toward retirement under the same formula applicable to the City's Group 1 Managers ("Executives").

E. Automobile Allowance.

Employee shall receive an automobile allowance of \$621 per month which

shall be indexed on a percentage basis with changes in the Internal Revenue Service mileage reimbursement rate for business travel, as provided under Resolution 90-012, and increased or decreased, as appropriate, without amendment of this Agreement.

F. Leave.

Employee shall receive the same leave benefits provided to the City's Group 1 Managers ("Executives"), including, but not limited to, holiday leave and catastrophic leave, as set forth in the Management Performance and Compensation Plan.

SECTION 4. PERFORMANCE EVALUATION.

Employer shall evaluate the performance of Employee at its discretion.

SECTION 5. TERMINATION.

A. Termination by Employee.

Employee may voluntarily resign as City Attorney by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of termination. Employee is not entitled to any severance pay detailed in Section 5(B)(3) if she resigns or retires.

B. Termination by Employer.

1. Employer may unilaterally terminate Employee's employment, with or without cause, in accordance with Sections 701 of the City Charter. No cause for termination need exist because Employee recognizes that she serves at the pleasure of the City Council as an at-will employee. Except as otherwise provided by this Agreement or by law, Employee agrees that she is exempt from any pre- or post-termination due process rights (such as *Skelly* rights or a name clearing hearing).

2. Employer shall provide Employee at least 45 days' notice prior to the effective date of termination. Employer shall provide Employee with the reasons for termination upon her request.

3. Employee shall receive six (6) months' severance pay consisting of Employee's base salary, the cash value of twelve (12) months of cafeteria plan and automobile allowances at the effective date of termination and a cash payment of accrued leaves. The PERS Retirement contribution shall not be

included in the severance pay. Nothing in this Section shall extend the amount of time served for purposes of receiving any benefit provided in this Agreement.

SECTION 6. TERMINATION FOR CAUSE.

If Employee is terminated "for cause", City shall have no obligation to provide severance benefits. All payments of salaries and benefits in this Agreement shall cease, however, Employee will be paid salary and benefits through the date of termination in accordance to City policy and the law. The term "for cause", as used in this Agreement, shall mean any of the following: a) conviction of a felony; b) conviction of an act involving moral turpitude or illegal gain; c) a plea of nolo contendere involving a conviction of a felony or an act involving moral turpitude or illegal gain; d) any act constituting a knowing and intentional violation of the City's Conflict of Interest Code.

SECTION 7. MISCELLANEOUS.


A. Use and administration of benefits shall conform to the requirements of the Management Performance and Compensation Plan and any other City policy or regulation, unless otherwise specified in this Agreement.

B. This Agreement may be modified only upon the written consent of the parties.

C. This Agreement is a personal services agreement, and as such, may not be assigned by either party.

D. This Agreement constitutes the entire agreement between the parties and shall be interpreted in accordance with the laws of the State of California.

The parties hereto have executed this Agreement in duplicate the day and year noted above.



Sarah J. Knecht, an individual

CITY OF SANTA BARBARA

BY: 

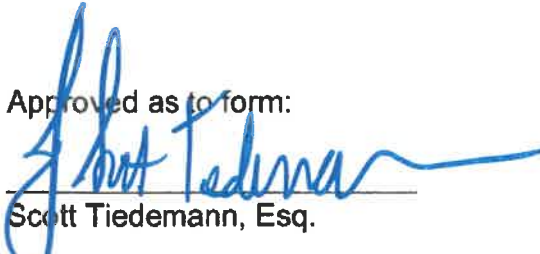
Randy Rowse, Mayor

Attest:



Sarah Gorman
City Clerk Services Manager

Approved as to form:



Scott Tiedemann, Esq.

