

AGREEMENT NO. 28,453

EMPLOYMENT AGREEMENT FOR INTERIM CITY ADMINISTRATOR

This Agreement is entered into, effective this 30th day of December, 2023, by and between the City of Santa Barbara, a municipal corporation (hereinafter called the "City") and Sarah J. Knecht (hereinafter called "Knecht").

1. DUTIES: The City hereby agrees to employ Knecht as interim City Administrator, to perform the duties of the City Administrator as set forth in the City Administrator's current job description and Section 604 of Article VI of the City Charter. The City acknowledges that Knecht, while temporarily relinquishing her role as City Attorney, may select an Acting City Attorney to fulfill those duties, throughout her tenure as City Administrator.

2. COMPENSATION AND BENEFITS: As compensation for Knecht's services, City agrees to pay Knecht, on a bi-weekly basis, an annual base salary of \$324,180.48. Knecht will continue to be paid that same salary when she returns to her position as City Attorney. Knecht's salary as City Attorney will be reflected in an amendment to her employment contract as the City Attorney which is hereby approved, and which will become effective upon Knecht's resumption of duties as City Attorney. All other benefits that existed prior to the effective date of this Agreement and all rights and obligations of the position of City Attorney will again apply to Knecht.

3. TERM: Knecht shall be employed for a term beginning December 30, 2023, and ending when a new City Administrator assumes office, but in no event exceeding 960 hours in a fiscal year.

4. TERMINATION: Knecht acknowledges, in the position of interim City Administrator, Knecht is an at-will employee who serves at the pleasure of a majority of the City Council and no cause is necessary to terminate Knecht's interim employment, and no specified term of interim employment is guaranteed or implied. In the event a majority of the City Council terminates this Agreement for any reason, Knecht will be returned to her position as City Attorney without any severance and at the salary of \$324,180.48 and the same benefits that existed prior to the effective date of this Agreement and all rights and obligations of that position will again apply to Knecht.

5. RENEWAL: Notwithstanding any other provisions of this Agreement, the City is prohibited through this Agreement or any amendment thereto or in any other way to provide an automatic renewal of this Agreement that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits established by Government Code section 3511.2.

6. NO PROPERTY INTEREST. This Agreement does not create any property interest in continuing employment, nor does this Agreement create any expectation of continuing employment.

7. ENTIRE AGREEMENT. This Agreement supersedes any and all prior understandings or agreements, written or oral, between the parties, and contains all of the covenants and agreements between the parties regarding the subject matter herein. Each party

acknowledges that no promises, representations, inducements or Agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any party, that are not set forth herein.

8. AMENDMENTS: This Agreement may only be amended in writing by mutual consent of the City and Knecht.

9. SEVERABILITY. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The Council, in consultation with Knecht, may fix any such other terms and conditions of employment relating to the performance of Knecht, provided the terms or conditions do not conflict with the provisions of this Agreement.

11. INTERPRETATION. Each party and its counsel (if sought) have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12. INDEPENDENT LEGAL ADVICE. City and Knecht represent and warrant to each other that each has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

13. GOVERNING LAW. If any action is brought to enforce or interpret the provisions of this Agreement, the laws of the State of California shall govern, and venue shall be in the County of Santa Barbara.

14. CITY COUNCIL APPROVAL. This Agreement shall be of no force and effect unless or until approved by the City Council of the City of Santa Barbara.

CITY OF SANTA BARBARA

A municipal corporation,

By: 
Randy Rowse, Mayor

APPROVED AS TO FORM:

By: 
John Doimas, Assistant City Attorney

ATTEST:

By: Sarank
Sarah Gorman, City Clerk Services Manager

By: Sarah Knecht
Sarah J. Knecht, an individual

AMENDED EMPLOYMENT AGREEMENT

Agreement No. 28,454

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 Amended Employment Agreement (Agreement") on this Fifth Day of December 2023 for Employee's services as City Attorney for the City of Santa Barbara.

WHEREAS, the City Council of the City of Santa Barbara, 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, Employer and Employee entered into an initial employment agreement No. 28,232 which provides terms and conditions of employment; and

WHEREAS, on December 5, 2023, the City Council approved an Agreement between the Employer and Employee appointing Employee as interim City Administrator for a term beginning December 30, 2023, and ending when a new City Administrator assumes office, but not to exceed 960 hours in a fiscal year; and

WHEREAS, Employee's compensation as interim City Administrator is for an annual base salary of \$324,180.48, which annual base salary shall continue when Employee returns to her role as City Attorney; and

WHEREAS, this Amended Employment Agreement is entered into to reflect Employee's new salary as City Attorney.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Under Section 3(A) of Employment Agreement No. 28,232 shall be amended to state the following:

"As compensation for Employee's services, Employer agrees to pay Employee, on a biweekly basis, an annual base salary of \$324,180.48, effective on the first day that Employee resumes her position as City Attorney .


2. All remaining terms of Agreement No. 28,232 shall continue in full force and effect.

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

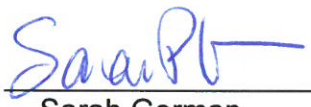
CITY OF SANTA BARBARA
A municipal corporation,

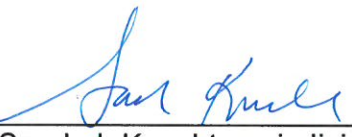
By: 
Randy Rowse, Mayor

APPROVED AS TO FORM:

By: 
John Doimas
Assistant City Attorney

ATTEST:

By: 
Sarah Gorman
City Clerk Services Manager

By: 
Sarah J. Knecht, an individual