

AGREEMENT

THIS AGREEMENT, entered into this 24 day of June, 2011, and effective as of the commencement of FY2011-2012, by and between the CITY ATTORNEY'S OFFICE OF SANTA MONICA (CAO) and DIANA T. BURGER (Employee), is made with reference to the following:

RECITALS

A. The CAO has determined that the Office Administrator of and for the City Attorney's Office, which is the position held by Employee, should be covered by an individual employment contract with the CAO which sets forth the terms and conditions of Employee's employment.

B. It is the intent of both parties that Employee receives all benefits currently enjoyed by, and in the future granted to, the Management Team Associates (MTA) members, and that none of those benefits cease or lapse as a result of Employee not being a member of MTA.

NOW, THEREFORE, CAO and Employee agree as follows:

1. Wages. Effective as of the commencement of, and for the FY2011-2012, Employee's base salary shall be \$106,740.00, which is Step 2 on the pay scale for her position. Thereafter Employee shall also receive the same Cost of Living Adjustment (COLA) as MTA members, and Employee shall also be eligible for an annual step increase until she reaches Step 5 on her pay scale. When Employee reaches Step 5, and no further step increases are available, she shall become eligible for a Performance Bonus of 1% to 10%, which eligibility shall be determined and awarded by the City Attorney, who shall document the basis for the determination and award.

2. Benefits and future fiscal years. Employee shall have all of the benefits and privileges of employment as are set forth in the Memorandum of Understanding (MOU) between the City of Santa Monica (City) and MTA, as it may be amended from time to time.

3. Severance Pay. The City shall pay to Employee severance pay in an amount equal to half of her annual salary if Employee is terminated by the City. Severance pay shall be paid within ten (10) days of termination. Severance pay shall not be required pursuant to this Section if the termination of the Employee was the result of willful misconduct or conviction of a crime involving moral turpitude.

4. Duration of Agreement. This Agreement shall continue in full force and effect until modified by the CAO and Employee in writing or until such time as Employee's employment with the CAO terminates. Upon the termination of Employee's employment, Employee shall be paid all accrued benefits that are subject to cash-out per the terms of the MTA MOU along with Severance Pay, if any, pursuant to Paragraph 3 of this Agreement.

IN WITNESS WHEREOF, this Agreement was entered on the day and year first above written.

DATED: 8/10, 2011

EMPLOYEE

Diana T. Burger
Diana T. Burger

DATED: 8/15, 2011

CITY ATTORNEY'S OFFICE

Marsha Jones Moutrie
Marsha Jones Moutrie
City Attorney