

## EMPLOYMENT AGREEMENT

2/29/2024

This Employment Agreement (“Agreement”), entered into on \_\_\_\_\_, by and between the City of Santa Monica, a California municipal corporation (the “City”), and Diana T. Burger (“Employee”), is made with reference to the following:

### RECITALS

- A. On June 20, 2011, the City Attorney appointed Employee to the position of Office Administrator for the City Attorney’s Office, in accordance with Santa Monica City Charter Article XI, Section 1102. On or about February 27, 2024, the City Attorney appointed Employee to the position of Chief Office Administrator-CAO for the City Attorney’s Office, effective March 10, 2024.
- 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 in the immediate office of the City Attorney. The positions of Office Administrator and Chief Office Administrator-CAO are in the Unclassified Service and Employee serves at the will of the City Attorney.
- C. In recognition of her unclassified 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.
- D. On June 24, 2011, the City entered into an Agreement between Employee and the City Attorney’s Office. On June 20, 2017, the City entered into a First Modification of Employment Agreement between Employee and the City Attorney’s Office (collectively, the “Original Agreement”). On July 1, 2023, the parties modified and restated the Original Agreement in order for Employee to receive all benefits currently enjoyed by, and in the future granted to, members of the Public Attorneys’ Legal Support Staff Union (PALSSU) (the “Agreement”).
- E. It is the intent of both parties to modify and restate the Agreement in order to reflect Employee’s new position and salary as Chief Office Administrator-CAO.

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.** Effective March 10, 2024, Employee’s salary is at Salary Step 5 (\$191,100/annual) of the salary range established for the position of Chief Office Administrator-CAO. In July of each year, the Employee’s pay scale shall be automatically adjusted in the same percentage as any general salary increase that may be granted to members of PALSSU, 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 PALSSU, as may be amended from time to time.

4. **Severance Pay.** The City agrees to pay Employee severance pay in an amount equal to half of her annual salary upon Employee's termination by the City. "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. **Previous Agreements.** This Agreement replaces and supersedes all previous employment agreements between the City and the Employee.
6. **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 Office Administrator-CAO, 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 PALSSU 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

DocuSigned by:  
*DOUGLAS SLOAN*  
By: \_\_\_\_\_  
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DOUGLAS SLOAN  
City Attorney      2/29/2024

EMPLOYEE:

DocuSigned by:  
*Diana Burger*  
By: \_\_\_\_\_  
3139AE2B79BB406...  
DIANA T. BURGER  
Chief Office Administrator-CAO  
2/29/2024