CITY OF BURBANK
275 East Olive Avenue • P.O. Box 6459 • Burbank, California • 91510-6459
www.burbankusa.com

September 20, 2011

Ms. Amelia Albano

Dear Ms. Albano:

It is our pleasure to officially offer you the position of City Attorney for the City of Burbank.

The purpose of this letter is to set forth the terms and conditions of employment for that position. Except as otherwise provided in this letter agreement (hereinafter "Agreement"), you shall receive all benefits to which Executive Management employees of the City are entitled.

1. Appointment – If you decide to accept this position, your appointment would become effective October 17, 2011.

2. Salary – The 2011-2012 fiscal year salary range for the position of City Attorney is $13,942.21 to $18,334.00 per month. Your starting salary will be set at $18,334.00 per month. Future salary range adjustments and increases within the range will be made in the sole and absolute discretion of the City Council and may be set by resolution.

3. Social Security – The City does not participate in Social Security other than the Medicare portion.

4. Retirement – The City of Burbank is a member of the Public Employees Retirement System (PERS). We are contracted at the 2.5% at 55 benefit level. The mandated employee contribution to the plan is 8% of salary. The City will pay 6% of the employee contribution and you will pay 2%. Beginning July 1, 2012, the City will pay 5% and you will pay 3%. Beginning July 1, 2013, the City will pay 4% and you will pay 4%. The portion of the employee contribution paid by the City (6% in FY 2011-2012; 5% in FY 2012-2013; and 4% beginning July 1, 2013) will continue to be reported to PERS as Special Compensation.

5. Executive Leave Accrual – You will accrue leave time totaling 356 hours per year in a lump sum on the pay period that contains your employment anniversary. This is the equivalent of four week's vacation (160 hours), 10 days executive leave (80 hours), 12 days of sick leave (96 hours) and 2 ½ days of floating holiday leave (20 hours). This time can be used

as you see fit. This leave time can be cashed out in accordance with procedures applicable to all Executives. (As of the date of this contract, cash out is allowed for up to 225 hours per fiscal year from accrued Executive Leave balances.) Your maximum leave accrual will be limited to a total of 1500 hours. Should you reach this limit, you will no longer accrue leave until you fall below the limit.

6. Disability Insurance – In accordance with current policy, the City provides a disability insurance policy featuring a 14-day elimination period for short term disability (STD) at 70% salary replacement up to $2,500 per week; and, a 180-day elimination period for long term disability (LTD) at 60% salary replacement up to $10,000 per month.

7. Cafeteria Benefits Plan – The City offers a Section 125 Cafeteria Benefits Plan of benefits to all of its employees. The Plan offers a myriad of options including health insurance, vision insurance, and dependent care. We currently contract with PERS for health insurance coverage and have various plans available for you to select. As an Executive Management employee, the City provides you $711.25 each month to use as you see fit to purchase plan benefits. Any unused amount can be used in accordance with the Plan (which includes taking it in cash). However, should you have medical premium costs in excess of this cafeteria amount, the City will contribute an additional amount for any premium expenses above the cafeteria amount. The additional amount shall increase the total City contribution so that it is equal to the premium of your selected medical plan and option. The City's total contribution toward your medical (cafeteria plus the additional amount) shall not exceed an amount equal to 100% of the cost of the PERS Choice option that corresponds to your selected option (i.e. one party, two party, family options).

8. Vision and Dental Plans – A City paid dental insurance plan is provided for Executive Management and their dependents. A City paid vision insurance plan is also provided for the employee only. Vision care options are available for dependents.

   The City also provides $75 per month for Professional Development that is in addition to the Cafeteria amount indicated above.

9. A. Tuition Reimbursement – In accordance with current policy for all Executive Management employees, the City will pay for 75% of tuition and books up to a maximum of $3,500 per year for enrollment in any job-related college or graduate level classes. All other job-related seminars, training sessions and books are paid for 100% by the City as funding permits and is available in the operating budget of your department and/or the Management Services Department.

   B. Business Expenses – The City will cover the cost of normal business expenses associated with the position, such as State and local bar dues and membership in professional organizations.

10. Vehicle – You will be provided an auto allowance of $400 per month to fully compensate you for the use of your personal vehicle in the performance of your duties as City Attorney. Such amount shall be increased by $100 per month if you utilize a vehicle with an

Environmental Performance Label Smog Score rating of 8 or higher and a combined Global Warming and Smog Score of 15 or higher. Cars manufactured prior to 2009 must meet the Super Ultra Low Emission Vehicle standard.

11. Performance Expectations – The City Council shall conduct an evaluation of your performance at least once each year using a format of its choosing, which may, at the Council's discretion, consist of, or include, a self evaluation completed by you. Upon request of either party, an outside facilitator paid by City funds may be utilized to assist in conducting this evaluation. The annual evaluation shall occur between November and mid-December of each year. The evaluation shall include both a review of the previous year's performance and goals, objectives, or criteria that will provide the basis for determining the next year's performance results.

12. Resignation, Termination, and Removal – You are an at-will employee and serve at the pleasure of the City Council. As such there is no term to this Agreement. It shall remain in force and effect unless or until terminated as provided for herein.

    You may resign at any time and shall provide the City Council at least 45 days advance written notice of the effective date of your resignation, unless the parties otherwise agree in writing.

    The City Council may remove you at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to you in writing.

    You shall not be removed during the 60-day period preceding or following any City election for membership on the City Council, or during the 60-day period following any change in membership of the City Council, except upon unanimous vote of the City Council.

13. Severance – In the event you are terminated during such time you are willing and able to perform the City Attorney's duties, the City Council shall provide you no less than 90 days written notice of termination, upon the conclusion of which the City will pay you a lump sum payment equal to six months base salary then in effect. Upon payment of this amount, you agree you will not file, initiate, or cause to be filed or initiated any action in any federal or state court for wrongful termination.

    In addition, the City shall extend to you the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Action of 1986 (COBRA). The City agrees to pay your COBRA coverage for six months after the actual date of termination, or until you either secure fulltime employment, or until you obtain other health insurance, whichever occurs first. You shall notify the City within five days of securing new fulltime employment or insurance.

    In the event the City Council refuses, following your written notice of non-compliance, to comply with any provision in this agreement, you may, at your option, be deemed to be terminated as of the date of the refusal and this severance provision shall apply.

If you resign following a suggestion, whether informal or formal, by a majority of the City Council that you resign, you may, at your option, be deemed to be terminated as of the date of the suggestion to resign and this severance provision shall apply.

In the event a majority of the City Council asks you to resign, you shall be entitled to resign and this severance provision shall apply.

All payments set forth in this section are subject to and shall be interpreted to comply with Government Code Sections 53260-53264.

14. Waiver of Severance Benefits – You waive your right to the severance provisions set forth in section 13 and the City may terminate this agreement immediately in the event you are terminated for any of the following reasons:

    a. Conviction of a felony;

    b. Continued abuse of non-prescription drugs or alcohol that materially affects the performance of your duties;

    c. Repeated and protracted unexcused absences from your duties;

    d. Conduct unbecoming a City employee holding the position of City Attorney, such as gross malpractice of law, theft, dishonesty, or other similarly significant misconduct which would cause discredit to the City;

    e. Suspension and/or Disbarment.

15. Physical Reimbursement – The City currently provides all Executive Management employees an annual physical reimbursement of $1,000.

16. Life Insurance/Accidental Death and Dismemberment – The City shall provide $500,000 in term life insurance and a $500,000 Accidental Death and Dismemberment policy from a carrier of the City's choice. These policies are in effect whether you are performing your job duties or not. Premiums are fully paid by the City.

    The City also self-funds an Accidental Death and Dismemberment policy that would only be in effect if you were to have an accident while performing your job duties for the City.

17. Retiree Medical Trust – A contribution of $50 per pay period into the Burbank Employee Retiree Medical Trust (BERMT), to be matched by an equal amount from the City, shall be deducted from your compensation each pay period.

18. Retired Health Savings Plan – The City shall contribute $750 per month, on your behalf, into a retiree medical account. Also, 50% of your accrued leave at the time of your separation will be deposited into this account for the medical costs of you and your dependents.

19. Employee Assistance Plan – A comprehensive mental health plan or Employee Assistance Plan (EAP) is available to all City employees and their dependents.

20. 457 Deferred Compensation Match – The City shall match voluntary contributions you make to the 457 Deferred Compensation plan up to a maximum of $200 per month.

21. Relocation Expenses – Costs directly associated with your physical move to the area shall be reimbursed up to $10,000 with appropriate receipts. You shall obtain three competitive and reasonable cost proposals, from established moving companies, for relocation and select the lowest estimate for reimbursement.

22. Interim Housing – The City shall provide up to $1,000 per month on a reimbursement basis for up six months for interim housing located in Burbank.

23. If any provision of this Agreement is held to be contrary to law, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

24. This Agreement contains the entire agreement and understanding between the parties, and there are no oral understandings or terms and conditions (including, but not limited to the provision of additional benefits) not contained or referenced in this Agreement.

25. This Agreement shall be construed and interpreted under the laws of the State of California.

I'm sure we speak for the entire City Council when we say we very much look forward to working with you!

Sincerely,

Jess Talamantes
Mayor

Dave Golonski
Vice Mayor

Accepted:

Amelia Albano

Revised 9/14/11