



AGENDA REPORT

Meeting Date: December 16, 2008
Item Number: F-16
To: Honorable Mayor & City Council
From: City Attorney
Subject: AMENDMENT NO. 1 TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN RODERICK J. WOOD AND THE CITY OF BEVERLY HILLS

Attachments: 1. Amendment No. 1

INTRODUCTION

This Amendment will decrease Mr. Wood's management compensation pay and increase his base salary by that same amount. There will be no net change in his total compensation.

DISCUSSION

On April 15, 2008, the City Council adopted an amendment to the City Manager's employment agreement that decreased his base salary in exchange for certain retirement benefits that were also being provided to other executive employees and safety personnel.

This Amendment would reverse the decrease in base salary and instead reduce the City Manager's management compensation pay by the same amount. In other words, the City Manager's base salary will increase by \$4,011 and his management compensation pay will be reduced by the same amount.

FISCAL IMPACT

This Amendment will result in no net change to the City Manager's total compensation.

Dept. head

Approved By

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN RODERICK J. WOOD AND THE CITY OF BEVERLY HILLS

This Amendment No. 1 ("Amendment") is to that certain Amended and Restated Employment Agreement dated April 15, 2008 and identified as Contract No. 116-08 ("Agreement") between the City of Beverly Hills ("Employer" or "City") and Roderick J. Wood ("Employee"), a copy of which is on file in the office of the City Clerk.

RECITALS

A. City and Employee entered into a written agreement, dated April 15, 2008, describing the terms and conditions of Employee's employment with City as its City Manager.

B. The Agreement reduced Employee's base salary in exchange for certain retirement benefits that were being provided to other executive and safety employees.

C. City and Employee desire to amend the Agreement to reverse the reduction to base salary and instead deduct the same amount from Employee's management compensation pay.

D. Employer and Employee agree that this amendment will not result in any additional money being paid to Employee and that the increase in base salary shall be fully offset by the reduction in management compensation pay and that this change shall become effective on the original date of the reduction to the Employee's base salary.

Section 1. Subsections A and C of Section 3 of the Agreement are hereby amended to read as follows:

"Section 3: Compensation

A. Effective January 29, 2008, Employer agrees to pay Employee an annual base salary of \$286,486 (Two Hundred Eighty-Six Thousand Four Hundred Eighty-Six and No/100 Dollars), subject to legally permissible or required withholding, prorated and paid on Employer's normal paydays.

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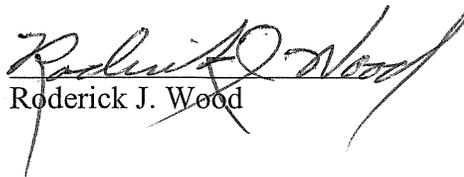
C. Effective May 1, 2008 Employee shall be entitled to Management Compensation Pay at the rate of \$415 per month, pro-rated and paid on Employer's normal paydays.

Section 2. This Amendment shall be effective immediately and shall have the effect of continuing the Agreement without interruption.

Section 3. Except as expressly amended by this Amendment, all of the provisions of the Agreement between City and Employee shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on _____ day of December, 2008 at Beverly Hills California.

EMPLOYEE


Roderick J. Wood

EMPLOYER
CITY OF BEVERLY HILLS

BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

(SEAL)