



AGENDA REPORT

Meeting Date: July 21, 2009
Item Number: F-5
To: Honorable Mayor & City Council
From: Laurence S. Wiener, City Attorney
Subject: **AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENTS
BETWEEN CITY OF BEVERLY HILLS AND RODERICK J.
WOOD**
Attachment: Amendment

RECOMMENDATION

The City Attorney recommends that the City Council adopt an amendment to the agreements with Roderick J. Wood for city manager and interim city manager services.

INTRODUCTION

This amendment to the city manager and interim city manager agreements provides local housing on the nights Rod Wood stays in the City, at no added cost to the City.

DISCUSSION

In conjunction with his upcoming retirement, the City Manager has moved his home to La Quinta and requires local housing for the portion of the week he is at City Hall during his remaining term as City Manager and while serving as interim city manager, Mr. Wood has chosen to stay at the Beverly Hilton Hotel while he is in town and the hotel has offered to provide him housing at its government rate of \$128 per night. In order to obtain the government rate and avoid gift and conflict of interest questions, the City Attorney recommends that the City pay for the City Manager's housing as part of his compensation, provided that the housing costs are deducted from the City Manager's salary and there is no additional cost to the City.

FISCAL IMPACT

This amendment to the City Manager employment agreement and the Interim City Manager employment agreement will neither increase nor decrease the

compensation paid to the City Manager by the City. Nor will the amendment change the portion of the City Manager's compensation that is considered taxable. There will be no material budget impact associated with approving this Amendment.

A handwritten signature in black ink, appearing to read "Laurence Wiener", written over a horizontal line.

Approved By
Laurence S. Wiener

Attachment

Amendment

**AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENTS
BETWEEN THE CITY OF BEVERLY HILLS AND RODERICK J. WOOD**

This Amendment No. 1 ("Amendment") is to the Amended and Restated Employment Agreement made as of March 11, 2009, identified as Contract No. 95-09 ("Agreement") and the Employment Agreement ("Interim Agreement") with an effective date of August 10, 2009, identified as Contract No. 229-09, between the City of Beverly Hills ("Employer" or "City") and Roderick J. Wood ("Employee"), copies of which are on file in the office of the City Clerk for services as Interim City Manager.

- A. Employee is retiring from City, with his last day of regular employment on August 9, 2009. In conjunction with his retirement, Employee has moved his home out of the Beverly Hills area.
- B. City and Employee have entered into an agreement for Employee to serve as Interim City Manager, starting on August 10, 2009. That Agreement provides for Employee to maintain office hours at City Hall at least three (3) days per week.
- C. Owing to the change in his residence, Employee will need local overnight accommodations while serving as City Manager and while serving as Interim City Manager when he desires to remain in town overnight.
- D. In order to secure the governmental rate for local overnight accommodations and to avoid gift or conflict of interest questions, Employee and City desire to amend their Agreements to provide that City will pay for Employee's housing as part of his compensation and Employee will permit deduction of the housing costs from his salary.

NOW, THEREFORE, the parties desire to amend their Agreement as follows:

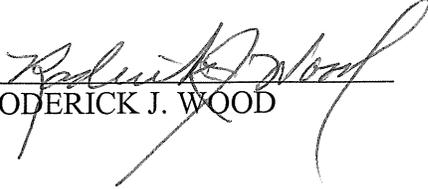
- 1. A new subsection "D" is hereby added to Section 3 of the Agreement and a new paragraph is hereby added to Section 4 (Salary and Benefits), Paragraph A (Base Salary) of the Interim Agreement, both additions to read in their entirety as follows:

"Local Housing Accommodations. When Employee remains in Beverly Hills overnight in connection with his services as City Manager or Interim City Manager, City will pay for local housing at the Beverly Hilton Hotel at Hotel's standard government rate, plus legally required taxes and fees. Employee agrees that the housing will be considered part of his base salary under this Agreement and the actual cost of such housing paid by City may be deducted from his base salary. In the event City is unable to make a salary deduction, Employee agrees to promptly reimburse City. The cost of housing provided by City will be taxable compensation."

- 2. The foregoing amendment, when approved by the City Council and duly executed by the Mayor and Employee, shall be made a part of the Agreement and the Interim Agreement. Except as amended herein, the terms and conditions of the Agreement and the Interim Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE



RODERICK J. WOOD

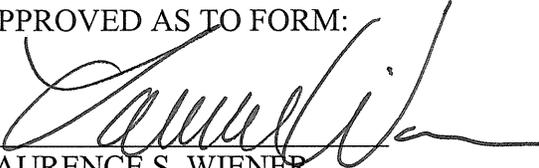
CITY

CITY OF BEVERLY HILLS,
A California Municipal Corporation

By: _____
NANCY KRASNE, Mayor
City of Beverly Hills, California

ATTEST:

(Seal)
BYRON POPE
City Clerk

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney