



AGENDA REPORT

Meeting Date: April 5, 2010
Item Number: F-11
To: Honorable Mayor & City Council
From: City Attorney
Subject: Amendment No. 3 to the Employment Agreement Between Jeff Kolin and the City of Beverly Hills
Attachments: 1. Amendment

INTRODUCTION

The City Council reviews the compensation and performance of the City Manager annually. Following each review, the City Council may approve changes to compensation and other terms and conditions of the City Manager's employment. This amendment to the City Manager's employment agreement implements a change proposed as a result of that process.

DISCUSSION

Attached for the City Council's consideration is a proposed amendment to the City Manager's employment agreement.

The amendment would provide the City Manager with a two percent (2%) cost of living adjustment to his base salary.

FISCAL IMPACT

If approved, Amendment No. 3 will increase the City Manager's base salary by \$5,500 annually.

A handwritten signature in black ink, appearing to read "Laurence S. Wiener".

Laurence S. Wiener, City Attorney

Attachment 1

**AMENDMENT NO. 3 TO THE EMPLOYMENT AGREEMENT BETWEEN
JEFF KOLIN AND THE CITY OF BEVERLY HILLS**

This Amendment No. 3 is made as of April 5, 2011 to that certain Employment Agreement between Jeff Kolin (“Employee”), an individual, and the City of Beverly Hills (“Employer” or “City”), a municipal corporation, dated November 17, 2009 and identified as Contract No. 440-09, as amended by Amendment No. 1, dated January 12, 2010 and identified as Contract No. 13-10, as amended by Amendment No. 2, identified as Contract No. 439-10.

RECITALS

A. Employer and Employee entered into the Agreement on November 17, 2009.

B. Employer and Employee entered into Amendment No. 1 to the Agreement on January 12, 2010. Amendment No. 1 advanced the start date of the Agreement by five days and allowed Employee to participate in the City’s newly adopted cafeteria plan.

C. Employer and Employee entered into Amendment No. 2 to the Agreement on October 5, 2010. Amendment No. 2 provided a housing loan to Employee.

D. Paragraph B of Section 3 of the Agreement provides that the City will conduct an annual evaluation and salary review.

E. Pursuant to the terms of Section 3 of the Agreement, the City Council wishes to provide a two percent (2%) cost of living adjustment to Employee.

NOW, THEREFORE, the parties agree as follows:

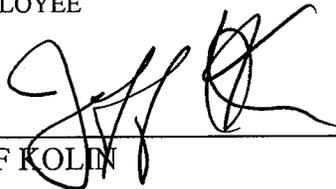
Section 1. Paragraph A of Section 3 of the Agreement is hereby amended to read as follows:

“A. Effective March 1, 2011, Employer agrees to pay Employee an annual base salary of \$280,500 (Two Hundred Eighty Thousand Five Hundred and no/100s dollars), subject to legally permissible or required withholding, prorated and paid on Employer’s normal paydays.”

Section 2. Except as otherwise specifically provided in this Amendment No. 3, the provisions of the Agreement, as amended by Amendment No. 1 and by Amendment No. 2, shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this agreement as of the date and year first written above.

EMPLOYEE



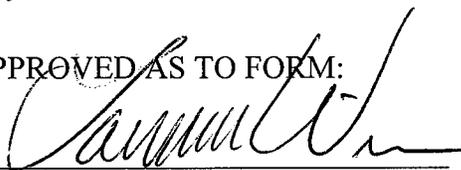
JEFF KOLIN

CITY

BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney