



AGENDA REPORT

Meeting Date: October 16, 2007
Item Number: F-8
To: Honorable Mayor & City Council
From: City Attorney
Subject: APPROVAL OF AMENDMENT NO. 1 TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BYRON POPE.
Attachments: 1. Amendment to the Agreement

RECOMMENDATION

The City Council approval Amendment No. 1 to an employment agreement between the City of Beverly Hills and Byron Pope.

INTRODUCTION

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

DISCUSSION

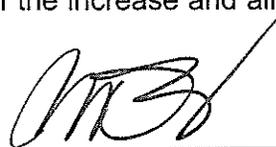
The terms and conditions of Byron Pope's employment by the City as City Clerk are specified in an employment agreement between the City and Mr. Pope. The agreement provides that the City will review compensation and performance annually and may grant increases or make mutually agreeable changes to the agreement. Following this year's review, two changes are proposed to compensation and a change is proposed to the termination date. If approved, Amendment Number 1 to the employment agreement will implement these changes:

- A base salary increase of 8.33% will be provided to Mr. Pope. This will be the first salary increase provided to Mr. Pope since he began employment as City Clerk in 2005 and is retroactive to April 4, 2007.
- Performance Pay in the amount of \$2,000 will be provided to Mr. Pope.

- The term of the employment agreement will be extended for approximately one year and four months. Thus, the new termination date will be April 3, 2012, which is five years from the last evaluation date. Severance provisions will also be adjusted to reflect the new termination date.

FISCAL IMPACT

If approved, Amendment No. 1 will increase the City Clerk's base salary by \$10,000 annually and provide him with a one-time \$2,000 lump sum performance payment. With the retroactivity, approximately fifteen months of the increase and all of the performance pay will be in the current fiscal year.



Laurence S. Wiener, City Attorney

AMENDMENT NO. 1 TO AN EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND BYRON POPE

This Amendment No. 1 ("Amendment") is to that certain Employment Agreement ("Agreement"), dated December 23, 2005, and identified as Contract No. 92-06 between the City of Beverly Hills ("Employer" or "City") and Byron Pope ("Employee"), a copy of which is on file in the office of the City Clerk, for services as City Clerk.

RECITALS

A. City and Employee entered into a written agreement, dated December 23, 2005, describing the terms and conditions of Employee's employment with City as its City Clerk.

B. In the Agreement, City and Employee agreed to an annual review and performance evaluation by the City Council.

C. Following such review and evaluation and without limitation to the to the continuing nature of such communications between the City Council and Employee, the parties desire to amend certain terms and conditions of the Agreement, as provided in this Amendment, and to have all other terms and conditions remain in full force and effect.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. Section 4, Paragraph A, Sub-paragraph (1), titled "Base Salary," of the Agreement, shall be amended to read in its entirety as follows:

"(1) Base Salary. Employer shall pay Employee a base salary in accordance with its duly adopted Executive Employee Compensation Plan ("Compensation Plan"). Employee's salary, effective April 4, 2007, shall be \$130,000.00 (One Hundred Thirty Thousand and No/100 Dollars) annually, subject to legally permissible or required withholding, prorated and paid on Employer's normal paydays. Employee's salary is compensation for all hours worked. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law."

Section 2. The City Council has evaluated Employee's performance on the basis of the goals and objectives identified by the City Council pursuant to the program established in Section 4, Paragraph A, Sub-paragraph (2), titled "Salary Review and Performance Pay," of the Agreement. Based on its annual review, Employer agrees to pay Employee performance pay of \$2,000, in a single lump sum, subject to legally permissible or required withholding. The performance pay is intended as special compensation, in addition to the salary provided in Section 4, Paragraph A, Sub-paragraph (1), of the Agreement and is paid for normally required duties performed during normal hours of employment.

Section 3. Section 9, Paragraph A, titled "Term," of the Agreement, shall be amended to read in its entirety as follows:

"A. Term. Subject to earlier termination, as provided in this Agreement, this Agreement shall remain in full force and effect for an approximately six (6) year and three (3) month term, from December 23, 2005 to April 3, 2012."

Section 4. Section 9, Paragraph B, titled "Termination Without Cause," of the Agreement, shall be amended to read in its entirety as follows:

"B. Termination Without Cause. If Employer terminates this Agreement (thereby terminating Employee's employment), without cause, Employer shall pay Employee severance as follows:

(1) If termination is effective during the first five (5) years and three (3) months of this Agreement, ending on and including April 3, 2011, Employer shall pay Employee a lump sum severance benefit equal to six (6) months of his then applicable base salary.

(2) If termination is effective during the last year of this Agreement, following the period specified in Sub-Paragraph (1), above, and prior to April 3, 2012, Employer shall pay Employee a maximum lump sum severance benefit equal to three (3) months of his then applicable base salary."

Section 5. Except as otherwise provided in this Amendment, this Amendment shall be effective on and after October 16, 2007. This Amendment shall have the effect of continuing the Agreement without interruption.

Section 6. Except as expressly amended by this Amendment, all of the provisions of the Employment Agreement between the City and Employee shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the ___ day of _____, 2007, at Beverly Hills, California.

EMPLOYEE


BYRON POPE

CITY
CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

_____(SEAL)
PATTY OGDEN
Assistant City Clerk

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney