



## AGENDA REPORT

**Meeting Date:** December 16, 2008  
**Item Number:** F-17  
**To:** Honorable Mayor & City Council  
**From:** City Attorney  
**Subject:** AMENDMENT NO. 1 TO AN AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BEVERLY  
HILLS AND BYRON POPE  
**Attachments:** 1. Amendment No. 1

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### INTRODUCTION

This Amendment will decrease Mr. Pope's management compensation pay and increase his base salary in the 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 Clerk'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 Clerk's management compensation pay by the same amount. In other words, the City Clerk's base salary will increase by \$1,800 and his management compensation pay will be reduced by that same amount.

This Amendment will result in no net change to the City Clerk's overall compensation.

### FISCAL IMPACT

This Amendment will have no financial impact on the City as the City Clerk's total compensation will not change.

Dept. head

  
Approved By

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

This Amendment No. 1 ("Amendment") is to that certain Amended and Restated Employment Agreement ("Agreement"), dated September 2, 2008, and identified as Contract No. 378-08 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.

R E C I T A L S

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. City and Employee previously agreed to Amendment No. 1 to the Agreement, executed October 16, 2007, and identified as Agreement Number 423-07; and to Amendment No. 2 to the Agreement, executed April 15, 2008, and identified as Agreement Number 115-08 and to an Amended and Restated Employment Agreement, executed September 2, 2008 and identified as Agreement Number 378-08.

C. In Amendment No. 2 to the Agreement, City and Employee agreed to a reduction in Employee's base salary in exchange for certain retirement benefits that were being provided to other executive and safety employees.

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

E. 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.

NOW, THEREFORE, the parties 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 January 1, 2009, shall be One Hundred Thirty-Four Thousand Eight Hundred Twenty-Five Dollars (\$134,825.00) 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. Section 4, Paragraph A, Sub-paragraph (3) shall be amended to read as follows:

"(3) Employee shall be entitled to special Management Compensation Pay at the rate of \$450 per month, pro-rated and paid on Employer's normal paydays."

Section 4. Except as otherwise provided in this Amendment, this Amendment shall be effective on and after January 1, 2009. This Amendment shall have the effect of continuing the Agreement without interruption.

Section 5. 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 December, 2008, at Beverly Hills, California.

EMPLOYEE

  
BYRON POPE

CITY  
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
PATTY OGDEN  
Deputy City Clerk

(SEAL)