



AGENDA REPORT

Meeting Date: June 16, 2009
Item Number: F-10
To: Honorable Mayor & City Council
From: City Attorney
Subject: APPROVAL OF AMENDMENT NO. 2 TO AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BYRON POPE.
Attachments: 1. Amendment No. 2 to an Amended and Restated Employment Agreement

INTRODUCTION

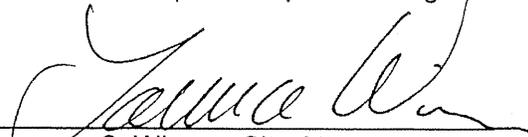
Pursuant to the City Clerk's employment agreement, the City Council reviews the compensation and performance of the City Clerk annually. Following the reviews, the City Council may approve changes to compensation and other terms and conditions of employment. This amended employment agreement provides for special assignment pay 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. In recognition of the difficult economic conditions facing the City, Mr. Pope has not requested an increase in his salary. Following this year's review, the City Council directed that Mr. Pope receive one-time special assignment pay in the amount of \$10,000. The special assignment pay will recognize the superior performance and additional effort required from Mr. Pope during the past year, which included two difficult elections, one of which was outside the City's normal election cycle.

FISCAL IMPACT

If approved, Amendment No. 2 to an Amended and Restated Employment Agreement will provide the City Clerk with a one-time \$10,000.00 lump sum special assignment payment.



Laurence S. Wiener, City Attorney

Attachment 1

Amendment No. 2 to an Amended and
Restated Employment Agreement

AMENDMENT NO. 2 TO AN AMENDED AND
RESTATED EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND BYRON POPE

This Amendment No. 2 ("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; to an Amended and Restated Employment Agreement, executed September 2, 2008 and identified as Agreement Number 378-08; and to an Amendment No. 1 to the Amended and Restated Employment Agreement executed on December 16, 2008 and identified as Agreement No. 514-08.

C. Section 4 of the Amended and Restated Employment Agreement provides that the City will conduct an annual evaluation and salary review, which shall

include consideration of whether performance pay, up to and including 10% of Employee's annual salary, is warranted.

D. Employee has acknowledged the economic challenges facing the City and has requested no increase to his base salary in 2009.

E. Pursuant to the terms of Section 4 of the Amended and Restated Employment Agreement, the City Council wishes to provide special assignment pay to Employee to recognize the superior performance and additional effort required from Employee during the past year, which included two difficult elections administered by Employee, one of which was outside of the normal City election cycle.

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

Section 1. Section 4, Paragraph A, Sub-paragraph (3), titled "2008 Annual Performance Review," shall be amended to read in its entirety as follows:

"(3) 2009 Annual Performance Review/Special Assignment Pay. Based on its 2009 annual review, pursuant to Section 4, Paragraph A, Sub-paragraph 2, above, which authorizes performance pay, Employer agrees to pay Employee \$10,000 (Ten Thousand and No/100 Dollars), in a single lump sum in recognition of Employee's outstanding performance in carrying out special assignments, subject to legally permissible or required withholding, on or before the regular payday for the first full pay period following full execution of Amendment No. 2 to this Amended and Restated Agreement. This "special assignment pay" is intended as special compensation, in addition to the base salary provided in Section 4, Paragraph A, subparagraph (1), and shall not alter the base salary of Employee nor imply that the base salary does not compensate Employee for all required duties without regard to hours expended."

Section 3. Except as expressly amended by this Amendment No. 2, all of the provisions of the Amended and Restated Employment Agreement, as amended by

Amendment No. 1 to the Amended and Restated 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 June, 2009, at Beverly Hills, California.

EMPLOYEE



BYRON POPE

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of Beverly Hills,
California

ATTEST:

PATTY OGDEN
Assistant City Clerk

(SEAL)