



## AGENDA REPORT

**Meeting Date:** February 21, 2012  
**Item Number:** F-9  
**To:** Honorable Mayor & City Council  
**From:** City Attorney  
**Subject:** AMENDMENT NO. 6 TO AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BYRON POPE.  
**Attachments:** 1. Amendment No. 6 to an Amended and Restated Employment Agreement

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### 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.

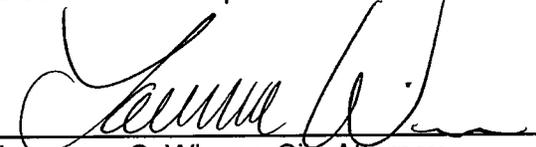
### DISCUSSION

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. The City Council recently conducted its annual review for 2012. As a result of that review, the proposed sixth amendment to the employment agreement provides for a five percent (5%) cost of living increase in base salary and performance pay in an amount equal to five percent (5%) of base salary.

The proposed amendment also authorizes on-going reimbursement of Mr. Pope for the cost of membership in the Beverly Hills Rotary Club.

### FISCAL IMPACT

If approved, Amendment No. 6 to the Amended and Restated Employment Agreement will provide the City Clerk with a base salary increase of approximately \$6,809.00 annually and a one time payment of \$6,809.00. The anticipated annual cost of the membership is \$600.

  
Laurence S. Wiener, City Attorney

# **Attachment 1**

AMENDMENT NO. 6 TO AN AMENDED AND  
RESTATED EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF BEVERLY HILLS AND BYRON POPE

This Amendment No. 6 ("Amendment") is to that certain Amended and Restated Employment Agreement ("Agreement"), dated September 2, 2008, and identified as Agreement No. 378-08 between the City of Beverly Hills ("Employer" or "City") and Byron Pope ("Employee"), as previously amended, 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 an Amended and Restated Employment Agreement, executed September 2, 2008 and identified as Agreement Number 378-08; an Amendment No. 1 to the Agreement executed on December 16, 2008 and identified as Agreement No. 514-08; an Amendment No. 2 to the Agreement executed on June 16, 2009 and identified as Agreement No. 231-09; an Amendment No. 3 to the Agreement executed on February 15, 2011 and identified as Agreement No. 35-11; an Amendment No. 4 to the Agreement executed on April 21, 2011 and identified as Agreement No. 137-11; and an Amendment No. 5 to the Agreement executed on November 15, 2011 and identified as Agreement No. 463-11.

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 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 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. Effective April 1, 2012, Employer shall pay Employee a base salary of One Hundred Forty-Two Thousand Nine Hundred Eighty-Four and No/100 Dollars (\$142,984.00) 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. 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 2012 annual review, Section 4, Paragraph A, Sub-paragraph (3), titled "2010 and 2011 Annual Performance Review" is hereby revised to provide performance pay of five percent (5%) of Employee's annual base salary and to read as follows:

"(3) 2012 Annual Performance Review. Based on its 2012 annual performance review pursuant to Section 4, Paragraph A, Sub-paragraph (2) above, Employer agrees to pay Employee performance pay of Six Thousand Eight Hundred Nine and No/100 Dollars (\$6,809.00), in a single lump sum, subject to legally permissible or required withholding, on or before April 1, 2012. 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 superior performance of normally required duties performed during normal hours of employment."

Section 3. Section 4, Paragraph B, Sub-paragraph (8), titled

“Expenses,” of the Agreement, shall be amended to read in its entirety as follows:

“(8) Expenses. Employer recognizes that Employee may incur certain expenses of a non-personal and job related nature. Employer agrees to reimburse or to pay such business expenses which are incurred and submitted according to Employer’s normal expense approval and reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer’s normal requirements and must be submitted within time limits established by Employer. The Employee’s cost of membership in the Beverly Hills Rotary Club is reimbursable hereunder.”

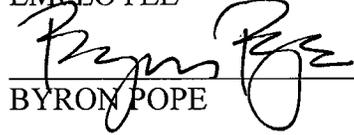
Section 4. Except as expressly amended by this Amendment No. 6, all

of the provisions of the Agreement, as amended by Amendments No. 1, 2, 3, 4, and 5 to

the 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 \_\_\_\_\_, 2012, at Beverly Hills, California.

EMPLOYEE

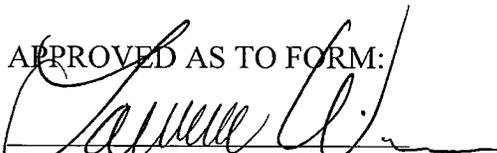
  
BYRON POPE

CITY OF BEVERLY HILLS  
A Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
(SEAL)  
LOURDES SY-RODRIGUEZ  
Deputy City Clerk

APPROVED AS TO FORM:  
  
LAURENCE S. WIENER  
City Attorney