

AMENDMENT NO. 3 TO AN AMENDED AND
RESTATED EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND BYRON POPE

This Amendment No. 3 ("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"), 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, and identified as Agreement Number 92-06, describing the terms and conditions of Employee's employment with City as its City Clerk. City and Employee previously agreed to two amendments to the December 23, 2005 agreement: Amendment No. 1, executed October 16, 2007, and identified as Agreement Number 423-07; and to Amendment No. 2, executed April 15, 2008, and identified as Agreement Number 115-08

B. City and Employee entered into an Amended and Restated Employment Agreement, executed September 2, 2008 and identified as Agreement Number 378-08; to an Amendment No. 1 to the Agreement executed on December 16, 2008 and identified as Agreement No. 514-08; and to an Amendment No. 2 to the Agreement executed on June 16, 2009 and identified as Agreement No. 231-09.

C. Section 4 of the 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. Pursuant to the terms of Section 4 of the Agreement, the City Council wishes to provide a cost of living increase to Employee and provide Employee with retirement service credit to recognize his performance and effort during the past year.

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

Section 1. Section 4, Paragraph A, titled "Salary and Performance Pay" shall be amended to provide employee with a one percent cost of living increase and reimbursement for the purchase of one year additional retirement service credit, and to read in its entirety as follows:

"A. Salary and Performance Pay.

(1) Base Salary. Effective April 1, 2010, Employer shall pay Employee a base salary of \$136,175.00 (One Hundred Thirty-Six Thousand One Hundred Seventy-Five 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.

(2) Salary Review and Performance Pay. Employer, by its City Council, will conduct an annual salary review. The City Council may, but is not required to, consider or approve cost of living increases, bonuses, incentives, merit increases, performance pay or other compensation enhancements in conjunction with the annual salary review. Employee will request and schedule such reviews, as appropriate, pursuant to City Council agenda procedures or as otherwise directed by City Council. Performance pay, if any, shall be in an amount as determined by the City Council, up to and including 10% of the annual base salary, based on the level of completion of goals identified by the City

Council. Employee shall not be eligible for performance pay in conjunction with the 2011 salary review.

(3) 2010 Annual Salary Review. Based on its 2010 annual review, pursuant to Section 4, Paragraph A, Sub-paragraph (2), above, Employer agrees to reimburse Employee in the amount of \$30,468.36 (Thirty Thousand Four Hundred Sixty-Eight and 36/100 Dollars) for the purchase of one year of Additional Retirement Service Credit in a single lump sum, subject to legally permissible or required withholding. Reimbursement will be made within ten (10) days after Employee presents evidence that he has received the election packet for service credit from the California Public Employees' Retirement System ("CalPERS"). Within ten (10) days of submitting the election packet to CalPERS, Employee shall provide evidence that payment was made to CalPERS in the amount of no less than \$30,468.36.

(4) Management Compensation Pay. 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."

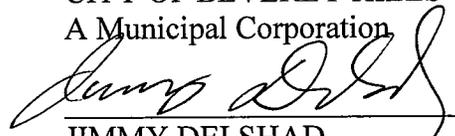
Section 4. Except as expressly amended by this Amendment No. 3, all of the provisions of the Agreement, as amended by Amendment Nos. 1 and 2 to the Agreement between the City and Employee shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 15th day of February, 2011, at Beverly Hills, California.

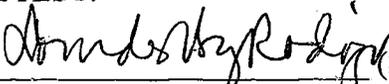
EMPLOYEE


BYRON POPE

CITY OF BEVERLY HILLS
A Municipal Corporation


JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

 (SEAL)

LOURDES SY-RODRIGUEZ
Deputy City Clerk