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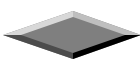
# CITY OF HERMOSA BEACH

## MEMORANDUM

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**DATE:** JUNE 20, 2002  
**TO:** CITY COUNCIL  
**FROM:** J. R. REVICZKY, COUNCIL MEMBER  
MICHAEL KEEGAN, COUNCIL MEMBER  
**RE:** RENEWAL OF CITY MANAGER'S EMPLOYMENT AGREEMENT

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**RECOMMENDATION:** Approve amendment to employment agreement effective January 1, 2002 to December 31, 2003.

**BACKGROUND:** A committee of the City Council was appointed to review the employment agreement and performance of the City Manager. The attached amendment to the employment agreement reflects the changes agreed to as a result of the negotiations.

## **SEVENTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT**

This Seventh Amendment to City Manager Employment Agreement ("Amendment") is entered into as of the 1st day of January, 2002 by and between the City of Hermosa Beach, California, a municipal corporation ("City"), and Stephen R. Burrell ("Manager").

### **R E C I T A L S**

A. Manager is employed by City as its City Manager pursuant to a City Manager Employment Agreement ("Agreement") dated October 26, 1993, as revised on January 1, 1995 and as amended by a First Amendment to City Manager Employment Agreement dated January 1, 1996, a Second Amendment to City Manager Employment Agreement dated January 1, 1997, a Third Amendment to City Manager Employment Agreement dated January 1, 1998, a Fourth Amendment to City Manager Employment Agreement dated January 1, 1999, a Fifth Amendment to City Manager Employment Agreement dated January 1, 2000, and a Sixth Amendment to City Manager Employment Agreement dated January 1, 2001.

B. The parties now wish to amend the Agreement to modify certain portions of the Agreement to reflect the results of Manager's performance evaluation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

1. Section Two (a) of the Agreement is amended to read as follows:

"City agrees to pay Manager for his services rendered pursuant hereto an annual salary of One Hundred Forty-five Thousand Seven Hundred Fifty Dollars and No Cents (\$145,750.00), payable in equal installments at the same time as other employees of City are paid."

2. Section Three (a) of the Agreement is amended to read as follows:

"a) This Agreement shall become effective as of January 1, 2002 and shall expire on December 31, 2003 unless extended by mutual agreement of the parties. Seven (7) months prior to the expiration date of this agreement to any succeeding Agreement, Manager shall notify the City Council in writing of the expiration date. In the event City determines not to renew this agreement, it shall provide Manager written notice of nonrenewal not less than six (6) calendar months prior to December 31, 2003, or any succeeding expiration date. Should City not provide six (6) month's notice of nonrenewal, then this agreement shall be automatically extended for an additional two year term.

Should Manager be terminated from his employment during the term of

this Agreement for any reason except as expressly provided below, or should this Agreement not be renewed in accordance with the procedure set forth above, the Manager shall be entitled to severance pay in the amount of six (6) months' salary (computed exclusively from the monthly salary set forth in Section Two, Paragraph (a), excluding the monetary value of all other benefits). Notwithstanding the foregoing, Manager shall not be entitled to severance pay in that event that Manager is terminated as a result of a conviction of a felony or for a crime involving moral turpitude. For the purpose of resolving any dispute whether the severance payment has been properly denied, City shall have the burden of establishing by a preponderance of the evidence that Manager was convicted of a felony or a crime involving moral turpitude."

In all other respects, the Agreement, as amended, is hereby reaffirmed and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Employment Agreement to be executed as of the date first written above.

CITY OF HERMOSA BEACH

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

STEPHEN R. BURRELL

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Approved as to Form:

\_\_\_\_\_  
City Attorney