

CITY OF CULVER CITY
AMENDMENT TO EMPLOYMENT AGREEMENT
WITH: MARK SCOTT
FOR: EXECUTIVE EMPLOYMENT / CITY MANAGER

This Amendment to Employment Agreement is made and entered into by and between the CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and MARK SCOTT, hereinafter referred to as "Employee."

WHEREAS, on March 30, 2009, the parties entered into an Executive Employment Agreement to appoint Employee as City Manager (the "Agreement") effective June 1, 2009; and

WHEREAS, Employee voluntarily agreed to a four percent (4%) salary reduction effective October 1, 2009; and

WHEREAS, Employee has voluntarily agreed to forfeit his right to a March 1, 2010 salary conversion provided for in Section 5.A.1 and Section 5.C of the Agreement. Employee shall continue to receive his base salary of \$223,933 and the current Redevelopment Agency Stipend and Temporary Housing Assistance for the term as set forth in Section 1 of this Amended Agreement ; and

WHEREAS, Employee has agreed to waive any rights, after March 5, 2010 to severance pay, as provided for in Section 3.A of the Agreement; and

WHEREAS, on February 5, 2010, Employee submitted his written resignation to the City Council and offered to work beyond the 30-day required notice on terms agreeable to the City and Employee; and

WHEREAS, the parties desire to modify and amend certain provisions of the Agreement; and

WHEREAS, at its meeting of February 22, 2010, the City Council authorized this Amendment to the Agreement.

NOW THEREFORE, in consideration of the foregoing, City and Employee mutually agree as follows:

1. Employee's appointment as (full-time) City Manager shall terminate on April 14, 2010. After March 5, 2010, City Council reserves the right to terminate Employee's appointment upon 72-hours written notice. Employee hereby agrees

that such action would not activate the severance pay provision, as provided for in Section 3. A of the Agreement and agrees to waive any rights thereto.

- 2. Employee hereby forfeits the March 1, 2010 salary conversion provided for in Section 5.A.1 and Section 5.C of the Agreement. Employee shall continue to receive his base salary of \$223,933 and the current Redevelopment Agency Stipend and Temporary Housing Assistance for the term as set forth in Section 1 above of this Amended Agreement.
- 3. Employee hereby waives any entitlement, vested or otherwise, to participate in the City's retiree medical insurance plan as described in Article Four, Section II.E of the CCMG MOU and referred to in Section 5 of the Agreement.
- 4. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
- 5. This Amendment shall be effective on February 22, 2010.

EMPLOYEE

Dated: _____

MARK SCOTT

CITY OF CULVER CITY

Dated: _____

ANDREW WEISSMAN
Mayor, City of Culver City

APPROVED AS TO FORM:

Carol A. Schwab, City Attorney

ATTEST:

Martin R. Cole, City Clerk