



## AGENDA REPORT

**Meeting Date:** June 16, 2009  
**Item Number:** F-9  
**To:** Honorable Mayor & City Council  
**From:** Roderick J. Wood, CCM  
City Manager  
**Subject:** APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION, FOR LEGAL SERVICES.  
**Attachments:** Amendment No. 1 to the Agreement

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### RECOMMENDATION

It is recommended that the City Council approve Amendment No. 1 to the Agreement with Richards, Watson & Gershon for legal services for the City of Beverly Hills.

### INTRODUCTION

Attached, please find a proposed amendment to the City's contract with Richards, Watson & Gershon for City Attorney services. Pursuant to the budget reduction program presented to the City Council, this amendment will reduce the City's cost for general legal services for the 09/10 fiscal year by just under \$100,000.

### DISCUSSION

The City and RWG have worked together as a team to identify a program that identifies budget cuts which will have minimal impact on the City's operations and provide for a material reduction in legal costs. The size of the reduction in compensation under the contract significantly exceeds the value of the services that will no longer be provided as part of the retainer for general services. Of course, as also explained in the City Council budget presentations, if these services are needed for any reason, the contract provides that they will be available at a rate of \$175 per hour.

**FISCAL IMPACT**

This amendment is part of the overall 15% reduction in the budget of the City Attorney's Office. The amendment will also reduce certain services as described in the amendment and in the budget reduction presentations made to the City Council.



Roderick J. Wood

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Approved By

# **Attachment 1**

Amendment No. 1 to the Agreement

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND RICHARDS, WATSON & GERSHON, A  
PROFESSIONAL CORPORATION, FOR LEGAL SERVICES

This AMENDMENT NO. 1 (the "Amendment") to the Agreement for legal services between the City of Beverly Hills (the "City") and Richards, Watson & Gershon, a professional corporation ("RWG") is entered into on this 16th day of June, 2009.

RECITALS

1. On July 10, 2007, the City and RWG entered into Agreement No. 266-07 to provide legal services and discharge the duties of the office of City Attorney (the "Agreement").
2. As part of the City's overall efforts to reduce expenditures and balance its budget, City and RWG have agreed to reduce the services and compensation provided in the Agreement.

NOW THEREFORE, the City and RWG agree as follows:

Section 1. Subsection E is hereby added to Section 1 of the Agreement to read as follows:

"E. *Services Excluded due to Budget Reductions.* In conjunction with a reduction in compensation for general services, Attorney shall not be required to provide the following services on and after July 1, 2009:

1. review and handling of public records requests and subpoenas that are served on the City,
2. handling and processing creditor claims in bankruptcy matters (e.g., submitting a claim for unpaid taxes or utility charges),
3. review and revision of Design Review Commission resolutions,

4. review of executed form covenants, encroachment permits, and similar forms;
5. review of communication materials such as newsletters and press releases, and
6. review and handling of contracts that are approved at the staff level.”

Section 2. Section 2 of the Agreement shall be amended to read as follows:

“Section 2. Consideration. Attorney shall be paid a monthly retainer in the sum of Ninety Two Thousand One Hundred and Fifty Dollars (\$92,150) for General Services and Administrative Staffing rendered pursuant to subsections A and B of Section 1 of this Agreement. Attorney shall be compensated for Additional Services in accordance with Exhibit A. If the City desires to engage Attorney to provide services excluded from this Agreement pursuant to subsection D of Section 1, the City may direct Attorney in writing to provide such services at a rate agreed upon by the City and Attorney and such work shall otherwise be governed by the provisions of this Agreement. If the City desires to have Attorney provide services excluded due to budget reductions pursuant to subsection E of Section 1, Attorney shall provide such services at the rate of one hundred seventy five dollars (\$175) per hour.

City shall reimburse Attorney for actual expenses reasonably incurred in the performance of legal services under this Agreement for long distance telephone calls, court costs, legal research services, services of process, messengers, deliveries, postage, and other similar services incidental to the performance of this Agreement. City shall not reimburse Attorney for word processing and document preparation costs. City and Attorney agree that Attorney shall be

reimbursed no more than one dollar (\$1.00) per page for facsimiles, with a maximum charge of forty-five dollars (\$45.00) for any individual facsimile transmission, and no more than ten cents (\$0.10) per page for photocopies. Provided further that City shall not be charged for facsimile or copying charges in connection with the provision of General Services pursuant to Section 1 of this Agreement.

Attorney shall send a monthly statement for services rendered during the previous month and for expenses incurred on the City's account. The monthly statement shall describe the nature of the work performed, the attorney performing the work, and the time spent for each task as well as the nature of any fees and expenses incurred."

Section 3. Except as otherwise expressly provided in this Amendment, the provisions of the Agreement shall remain in full force and effect and continue without interruption.

Section 4. The provisions of this Amendment shall be effective on and after July 1, 2009.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE:

RICHARDS WATSON AND GERSHON



LAURENCE S. WIENER

President

CITY OF BEVERLY HILLS

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NANCY KRASNE

Mayor, City of Beverly Hills

ATTEST:

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BYRON POPE  
City Clerk