



AGENDA REPORT

Meeting Date: September 8, 2011
Item Number: F-12
To: Honorable Mayor & City Council
From: Mahdi Aluzri, Assistant City Manager
Subject: APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$1,888,000 TO RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION

Attachments: 1. Amendment No. 2 to the Agreement

RECOMMENDATION

It is recommended that the City Council approve a purchase order in the amount of \$1,888,000 to Richards, Watson & Gershon, a professional corporation, for legal services.

DISCUSSION

On June 22, 2010, the City Council approved Amendment No. 2 to the Agreement between the City of Beverly Hills and Richards, Watson & Gershon, a professional corporation, for legal services. The agreement will expire on June 30, 2012. Staff requests a purchase order be issued for legal services for Fiscal Year 2011-2012.

FISCAL IMPACT

For Fiscal Year 2011-2012, funds were budgeted and are available in the General Legal Services and Litigation & Special Services programs. The total amount for legal services includes \$1,118,000 for general legal services, \$25,000 for services outside of the legal retainer, and \$745,000 for litigation and special services.

Scott Miller

for Scott Miller
Finance Approval

Mahdi Aluzri
Approved By

Attachment 1

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND RICHARDS, WATSON & GERSHON, A
PROFESSIONAL CORPORATION, FOR LEGAL SERVICES

This AMENDMENT NO. 2 (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 22nd day of June, 2010.

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"). The Agreement expires on June 30, 2010.

2. On June 16, 2009, the City and RWG entered into Amendment No. 1 to the Agreement, identified as Agreement No. 230-09, in order to reduce the cost of legal services in connection with the City's overall budget reduction measures.

3. The City wishes to continue to retain RWG to discharge the duties of the office of City Attorney and RWG wishes to continue to discharge the duties of the office of City Attorney.

NOW THEREFORE, the City and RWG agree as follows:

Section 1. Section 3 of the Agreement is hereby amended to extend the term of the agreement by two years and to read as follows:

"Section 3. Term. The term of this Agreement shall commence on July 1, 2007 and shall expire on June 30, 2012."

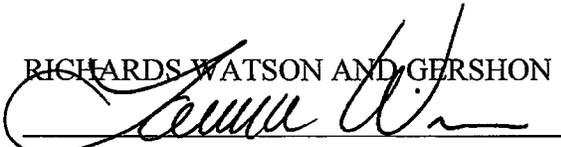
Section 2. In connection with the City's budget reduction measures for the 2010-2011 fiscal year, the parties agree that the Agreement will not include a cost of living adjustment for

the 2010-2011 fiscal year and, beginning July 1, 2011, a cost of living adjustment will only occur to the extent that there is an increase in the City's general fund revenues. To reflect this agreement, sub-paragraph A shall be added to Section 2 of the Agreement to read as follows:

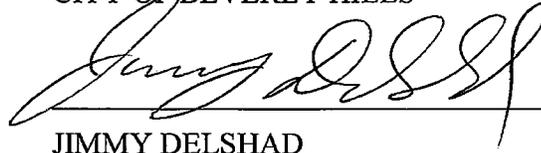
“A. Cost of Living Adjustment. On July 1 of each year, beginning July 1, 2011, the compensation set forth in Section 2 for General Services and Administrative Staffing shall be increased by the same percentage as the annual percentage increase in the City's general fund revenues, if any, as shown in the City's latest Comprehensive Annual Financial Report (“CAFR”), or its successor. Provided, however, in no event shall any annual increase in compensation for General Services and Administrative Staffing exceed three percent (3%), even if the City's general fund revenues grow by a larger percentage. As an example, on July 1, 2011, the latest CAFR will be the CAFR for the fiscal year ending June 30, 2010 and the annual percentage increase in general fund revenues would be determined by comparing the general fund revenues for the fiscal year ending June 30, 2009 against the general fund revenues for the fiscal year ending June 30, 2010.”

Section 3. Except as otherwise expressly provided in this Amendment, the provisions of the Agreement, as amended by Amendment No. 1, shall remain in full force and effect and continue without interruption.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE:

RICHARDS WATSON AND GERSHON

LAURENCE S. WIENER
President

CITY OF BEVERLY HILLS

A handwritten signature in black ink, appearing to read "Jimmy Delshad", written over a horizontal line.

JIMMY DELSHAD
Mayor, City of Beverly Hills

ATTEST:

A handwritten signature in black ink, appearing to read "Byron Pope", written over a horizontal line.

BYRON POPE
City Clerk