



AGENDA REPORT

Meeting Date: June 7, 2012
Item Number: H-15
To: Honorable Mayor & City Council
From: City Attorney
Subject: AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND GILCHRIST & RUTTER, A PROFESSIONAL CORPORATION, FOR SPECIAL COUNSEL SERVICES
Attachments: Amendment No. 1

RECOMMENDATION

The City Attorney recommends that the City Council move to approve Amendment No. 1 to the agreement between the City of Beverly Hills and Gilchrist & Rutter for special counsel services.

INTRODUCTION

The City of Beverly Hills requested a hearing before the Board of the Los Angeles County Metropolitan Transportation Authority pursuant to the State Public Utilities Code. The City previously retained the law firm of Gilchrist & Rutter to represent the City at this hearing. This agreement would expand the scope of services provided by Gilchrist and Rutter to include litigation services.

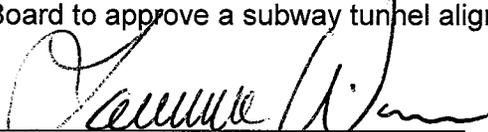
DISCUSSION

Pursuant to Public Utilities Code Section 30639, the City of Beverly Hills requested a hearing before the Board of the Los Angeles County Metropolitan Transportation Authority (the "Metro Board") concerning the proposed Constellation Boulevard station location for the Westside Subway Extension and the related alignment beneath Beverly Hills High School. That hearing was conducted on May 17th. On May 24th, the Metro Board adopted findings and a decision approving the location of the Constellation Boulevard station and related alignment beneath Beverly Hills High School. Additionally, on May 24th, the Board approved Phase 2 of the Westside Subway Extension to include a Constellation Boulevard station and an alignment under Beverly Hills High School to reach that station.

The City Council previously approved an agreement with Gilchrist and Rutter to represent the City in connection with the May 17th hearing. This amendment to that agreement would expand the scope of services provided by Gilchrist and Rutter to include litigation related to the decisions of the Metro Board approving the Westside Subway Extension. A City Council subcommittee of Mayor Brien and Councilmember Bosse recommends retaining Gilchrist & Rutter for this purpose.

FISCAL IMPACT

The City Council has allocated one million dollars for the purpose of opposing Metro's proposal to place a subway tunnel beneath Beverly Hills High School. These funds will be used, in part, for litigation expenses incurred in challenging the decisions of the Metro Board to approve a subway tunnel alignment beneath Beverly Hills High School.



Laurence S. Wiener, City Attorney

Attachment 1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND GILCHRIST &
RUTTER, A PROFESSIONAL CORPORATION, FOR
SPECIAL COUNSEL SERVICES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Gilchrist & Rutter, a professional corporation (hereinafter called "Attorney"), dated May 15, 2012 and identified as Contract No. 175-12 ("Agreement").

RECITALS

A. CITY entered into a written agreement with Attorney dated May 15, 2012, for special counsel services.

B. CITY desires to amend the Agreement to expand the scope of services to include litigation regarding the Westside Subway extension project.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 1 of the Agreement entitled "Attorney's Responsibilities" shall be amended to read as follows:

"Section 1. Attorney's Responsibilities. Attorney shall perform for the City all necessary and reasonable special counsel services in connection with presenting the City of Beverly Hills' case at the administrative hearing currently scheduled for May 17th before the MTA Board and in connection with litigation regarding the Westside Subway extension, including the following:

- (a) Represent the City as lead counsel on litigation matters assigned by the City Attorney.
- (b) Provide legal advice and legal services to the City Council, City Manager, and City Attorney and such persons that they may designate.

- (c) Prepare reports and opinions as may be requested by the City.
- (d) Attend City Council Meetings and additional meetings with City staff as may be requested by the City.
- (e) Attend the MTA administrative hearing(s).
- (f) Attend planning and study sessions with City Council and City management, and additional meetings as requested by City.
- (g) Perform other legal services as requested by City in writing.

Robert McMurry shall be the attorney responsible for the services provided to City pursuant to this Agreement. Other attorneys may assist Mr. McMurry as approved by the City Attorney in writing. The services furnished by Attorney shall be under the direction of the City Attorney.”

Section 2. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 2012, at Beverly Hills, California.

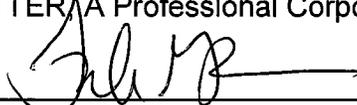
CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills,
California

ATTEST:

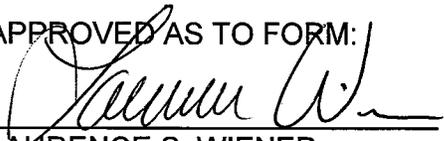
BYRON POPE
City Clerk

CONTRACTOR: GILCHRIST &
RUTTER, A Professional Corporation



FRANK GOOCH III
Shareholder, Vice President

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

JEFFREY KOLIN
City Manager



KARL KIRKMAN
Risk Manager