

**FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF RICHMOND
AND
ALESHIRE & WYNDER LLP**

This Third Amendment to the Agreement for Legal Services between the **CITY OF RICHMOND** ("City") and **ALESHIRE & WYNDER, LLP** ("Special Counsel") (the "First Amendment") is entered into as of **MAY 17, 2022**, by and between the City and Special Counsel with reference to the following facts:

RECITALS

WHEREAS, the City and Special Counsel entered into that certain Legal Services Agreement ("Original Agreement") for Interim City Attorney services; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit to \$100,000 per month starting in March of 2022; and

WHEREAS, the City and Special Counsel desire to amend the Original Agreement pursuant to this First Amendment.

NOW, THEREFORE, in consideration of the recitals hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Special Counsel agree as follows:

1. Amendment. **Exhibit A** of the Original Agreement, "Scope of Work and Schedule of Fees & Charges," is hereby amended to read as shown in Attachment 1 to this First Amendment.

2. Amendment 2. Section 3 of the Agreement, TERM OF AGREEMENT, is amended to read as follows:

3. TERM OF AGREEMENT.

The services of A&W are to commence upon December 22, 2021 and shall terminate on September 30, 2022 or such time as a permanent City Attorney is hired, whichever shall first occur, provided the Agreement may be earlier terminated in accordance with Section 12 hereof. The services shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care.

3. Effect of First Amendment. Except as provided in this First Amendment, all other terms of the Original Agreement shall remain in full force and effect.

4. Counterparts. This First Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Special Counsel have caused this Third Amendment to be effective as of the last date written below.

CITY OF RICHMOND

ALESHIRE & WYNDER LLP

By _____

Mayor

Date: _____

By _____

Dave Aleshire, Partner

Date: _____

Attest:

By: _____

City Clerk

Approved as to form:

By: _____

Interim Sr. Assistant City Attorney

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

With the support of the administrative staff and attorneys of the City Attorney's Office, A&W shall provide interim city attorney services including attendance at City Council meetings and other City boards and commissions including the Reimagining Public Safety Community Task Force and the Community Police Review Commission and other City bodies as needed and assigned by the City Manager; providing legal advice on City matters to City staff and officials; prepare and review ordinances, resolutions, contracts, and other legal documents pertaining to City affairs; preparation of opinions regarding City matters as requested by appropriate City officials; and general municipal legal advice to all departments of the City.

Interim City Attorney is expected to manage and review the over-all performance of in-house office and take measures to improve system performance. Interim City Attorney shall report to City Council. Interim City Attorney shall also manage performance of outside legal counsel and retain outside legal counsel when necessary to supplement performance of the City Attorney's office.

A&W and the City acknowledge and agree that availability and continuity of representation is an important component of this Agreement, and that the designated Interim City Attorney shall strive to provide services similar to those of in-house counsel by making the City his or her top priority and will generally be physically present two to three days a week at City offices, or another location when City-related business requires the designated Interim City Attorney's physical presence at that location. The designated Interim City Attorney will attend Council meetings, commission and committee meetings as requested, and staff meetings as requested, and be available for Council and staff consultation unless on vacation or otherwise unavailable for good cause. The City will be provided reasonable notice of the designated Interim City Attorney's vacations.

The City has selected the designated Interim City Attorney based upon the individual's skill and years of experience. Therefore, the designated Interim City Attorney shall personally provide at least 30 hours per week of service with the exception for reasonable vacations; other individuals may provide city attorney services in keeping with the budget.

Schedule of Fees & Charges:

Services	Hourly Rate
Interim City Attorney Services	\$250 Associate \$265 Partner
Special Services/Litigation	\$265 Associate \$325 Partner
Risk Management/Code Enforcement (or JPA rate)	\$250 Associate \$265 Partner
Reimbursable (When Developer or 3 rd Party is Paying)	\$280 Associate \$350 Partner
Paralegals and Law Clerks	\$150
Document Clerks	\$75

COMPENSATION

Only those costs and expenses set forth in Section III of Exhibit "B", entitled "Reimbursements" shall be paid to A&W.

Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed the sum of Sixty Thousand Dollars (\$60,000) per month for attorneys' fees and reimbursements (herein the "Payment Limitation"). Commencing with the bill for March 2022 services, the not to exceed amount shall increase to One Hundred Thousand Dollars (\$100,000) per month for attorneys' fees and reimbursements.