

**THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES  
BETWEEN  
THE CITY OF RICHMOND  
AND  
COLANTUONO HIGHSMITH & WHATLEY, P.C.**

This Third Amendment to the Agreement for Legal Services between the City of Richmond (“City”) and **COLANTUONO HIGHSMITH & WHATLEY, P.C.** (“Special Counsel”) (the "Third Amendment") is entered into as of **December 1, 2021**, 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 representation of the City and City-related entities in connection with the arbitration regarding Pacific Gas & Electric’s electrical and natural gas utility franchise agreements with the City; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit by Fifty Nine Thousand Dollars (\$59,000); and

WHEREAS, the City and Special Counsel desire to amend the Original Agreement pursuant to this Third 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 Third Amendment.
2. Effect of Third Amendment. Except as provided in this Third Amendment, all other terms of the Original Agreement shall remain in full force and effect.
3. Counterparts. This Third Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

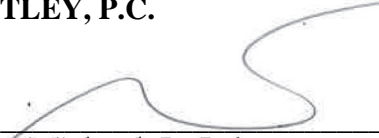
*[Signatures on following page]*

**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

**COLANTUONO HIGHSMITH &  
WHATLEY, P.C.**

\_\_\_\_\_  
Mayor

By   
\_\_\_\_\_  
Michael G. Colantuono  
Title President

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**Attachment 1**

**SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES**

**Scope of work:**

Special Counsel shall represent the City of Richmond in arbitration (including pre and post-arbitration matters) regarding Pacific Gas & Electric's electrical and natural gas utility franchise agreements with the City.

*(City's Contact Attorney: Bruce Soublet, Sr. Assistant City Attorney)*

**Schedule of Fees & Charges:**

**Hourly Rates**

<b>PARTNER(S)</b>	<b>\$350/hour</b>
<b>SENIOR COUNSEL</b>	<b>\$315/hour</b>
<b>ASSOCIATE(S)</b>	<b>\$280/hour</b>
<b>PARALEGAL(S)</b>	<b>\$160/hour</b>

**Compensation:**

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

**Total compensation for legal services and reimbursements shall be charged in accordance with Exhibits "A" and "B" and shall not exceed the sum of Two Hundred Eighty Four Thousand Dollars (\$284,000) for attorneys' fees and reimbursements.**