

**FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF RICHMOND
AND
DOWNEY BRAND, LLP**

This First Amendment to the Agreement for Legal Services between the City of Richmond (“City”) and **DOWNEY BRAND LLP** (“Special Counsel”) (the "First Amendment") is entered into as of **APRIL 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 ongoing Point Molate litigation and other potential litigation in state and federal court; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit by Five Hundred Thousand Dollars (\$500,000); 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. 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.
3. 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.

[Signatures on following page]

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

CITY OF RICHMOND



Mayor

DOWNEY BRAND, LLP

By 

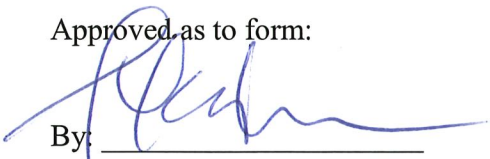
Title partner

Attest:

By: 

Deputy City Clerk

Approved as to form:


By: _____

City Attorney

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

The City Council of the City of Richmond on September 8, 2020, certified a Subsequent Environmental Impact Report (SEIR) and adopted a resolution approving land use entitlements for the Point Molate Mixed-Use Development Project. Those approvals are the subject of two new lawsuits in the form of peremptory writs of mandate filed in the Contra Costa County Superior Court on or about September 9, 2020, including *Point Molate Alliance, et al., v. City of Richmond* and *North Coast Rivers Alliance, et al. v. City of Richmond*. The lawsuits name the City as respondent and Winehaven Legacy, LLC as real party in interest and assert causes of action under the California Environmental Quality Act, California Planning and Zoning Law, and the public trust doctrine, as well as other grounds. Downey Brand will serve as lead trial counsel for the City in its defense of these actions, and will have responsibility for case management and coordination among defense counsel and for providing advice to and representation of the Richmond City Attorney's Office in the proceedings. Downey Brand's litigation fees and expenses shall be reimbursed by real party in interest Winehaven Legacy, LLC based on the indemnity provisions and conditions imposed under the entitlements and both the Disposition and Development Agreement and Development Agreement.

City's Contact Attorney: Teresa L. Stricker, City Attorney

Heather McLaughlin, Interim Sr. Assistant City Attorney

Schedule of Fees & Charges:

Attorney Hourly Rates

CHRISTIAN MARSH	\$410/hour
KATHRYN OEHLISCHLAGER	\$410/hour
HINA GUPTA	\$355/hour
MADELINE WEISSMAN	\$320/hour

Paralegal Hourly Rates

JON SHACKELFORD	\$225/hour
JESSICA WISE	\$225/hour

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 Seven Hundred and Fifty Thousand Dollar (\$750,000) for attorneys' fees.