

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

This Sixth Amendment to the Agreement for Legal Services between the **CITY OF RICHMOND** (“City”) and **DOWNEY BRAND LLP** (“Special Counsel”) (the “Sixth Amendment”) is entered into as of **APRIL 18, 2023**, 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 \$250,000 representation of the City and City-related entities; and

WHEREAS, the Original Agreement was amended on April 1, 2021, for \$500,000 on November 2, 2021 for \$200,000, May 4, 2022 for \$60,000, September 13, 2022 for \$40,000, and April 18, 2023 for \$75,000; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City, to amend the scope of representation, and to increase the compensation limit by One Hundred Thousand Dollars (\$100,000); and

WHEREAS, the City and Special Counsel desire to amend the Original Agreement pursuant to this Sixth 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 Sixth Amendment.
2. Effect of Sixth Amendment. Except as provided in this Sixth Amendment, all other terms of the Original Agreement shall remain in full force and effect.
3. Counterparts. This Sixth 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 Sixth Amendment to be effective as of the last date written below.

CITY OF RICHMOND

DOWNEY BRAND LLP

By _____
Mayor

By _____
Christian Marsh, Partner

Date: _____

Date: _____

Attest:

By: _____
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 were the subject of two lawsuits in the form of peremptory writs of mandate filed in the Contra Costa County Superior Court on or about October 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 named the City as respondent and Winehaven Legacy, LLC as real party in interest and asserted causes of action under the California Environmental Quality Act, California Planning and Zoning Law, California Constitution, and the common law public trust doctrine, as well as other grounds. The cases were subsequently consolidated into a single case, entitled *North Coast Rivers Alliance, et al. v. City of Richmond*. The trial court entered judgment on March 15, 2022, and the case is now pending in the First District Court of Appeal.

Downey Brand will continue to serve as lead trial and appellate counsel for the City in its defense of these actions, and will have responsibility for case management and coordination among defense counsel, assisting with settlement negotiations, 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.

As part of its services above, Downey Brand shall provide concise written reports to the City Attorney on a monthly basis, which will address important milestones and efforts in the case. The City Attorney will share the reports with the City Council, and will return to the Council for more substantive reports and to further augment the contract amount as may be necessary for future phases of the litigation, including appellate briefing.

City’s Contact Attorney: Dave Aleshire, Interim City Attorney
Shannon Moore, Chief Assistant City Attorney

Schedule of Fees & Charges:

ATTORNEY HOURLY RATES

Christian Marsh	\$410/hour
Kathryn Oehlschlager	\$410/hour
Hina Gupta	\$365/hour
Megan Unger	\$335/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 One Million Two Hundred and Twenty-Five Thousand Dollars (\$1,225,000) for attorneys' fees.