

**FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES  
BY AND BETWEEN  
THE CITY OF RICHMOND  
AND  
LIEBERT CASSIDY WHITMORE**

This First Amendment to the Agreement for Legal Services between the City of Richmond (“City”) and **LIEBERT CASSIDY WHITMORE** (“Special Counsel”) (the “First Amendment”) is entered into as of **June 20, 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 representation of the City and City-related entities; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and increase the compensation; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit by Two Hundred Fifty Thousand Dollars (\$250,000); and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to extend the term of the agreement to June 30, 2024; and

WHEREAS, the City and Special Counsel now desire for Special Counsel to include Lisa Charbonneau in its representation of the City; 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.

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

**CITY OF RICHMOND**

DocuSigned by:  
*Eduardo Martinez*  
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\_\_\_\_\_  
Mayor /City Manager

**LIEBERT CASSIDY WHITMORE**

DocuSigned by:  
*J. Scott Fiedemann*  
B8858F3978DD433...

By \_\_\_\_\_  
Title Managing Partner

Attest:

DocuSigned by:  
*Pamela Christian*  
C6643BFF4A43406  
By: \_\_\_\_\_  
City Clerk

Approved as to form:

DocuSigned by:  
*JA For*  
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By: \_\_\_\_\_  
City Attorney

**Attachment 1**

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

**Scope of work:**

Special Counsel shall provide legal advice to the City on an as-needed basis regarding labor and employment issues, represent the City in personnel disciplinary matters, and act as the City's chief negotiator in negotiations with the City's represented employee bargaining units. In addition, Special Counsel shall provide training programs for City employees.

*City of Richmond Contact Attorney: Shannon Moore, Chief Assistant City Attorney*

**Schedule of Fees & Charges:**

**Hourly Rates:**

<b>PARTNERS</b>	<b>\$435.00</b>
<b>SENIOR COUNSEL</b>	<b>\$365.00</b>
<b>ASSOCIATES</b>	<b>\$260.00 - \$345.00</b>
<b>LABOR RELATIONS/ HUMAN RESOURCES CONSULTANT</b>	<b>\$280.00</b>
<b>PARALEGALS</b>	<b>\$145.00</b>
<b>E-DISCOVERY SPECIALISTS</b>	<b>\$145.00</b>
<b>LAW CLERKS</b>	<b>\$145.00 - \$185.00</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 Four Hundred Fifteen Thousand Dollars (\$415,000) for attorneys' fees and reimbursements.**