

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

This Third Amendment to the Agreement for Legal Services between the City of Richmond (“City”) and **LIEBERT CASSIDY WHITMORE** (“Special Counsel”) (the “Third Amendment”) is entered into as of **October 7, 2025**, 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 on July 1, 2022 for an amount not to exceed \$165,000 and term ending June 30, 2023; and

WHEREAS, the City and Special Counsel entered into the First Amendment to the Original Agreement on June 20, 2023 to extend the term to June 30, 2024 and to increase the compensation limit by \$250,000; and

WHEREAS, the City and Special Counsel entered into a Second Amendment of the Original Agreement on April 16, 2024 to extend the term to June 30, 2026 and to increase the compensation limit by \$750,000; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit by \$400,000; and

WHEREAS, the City and Special Counsel desire to further 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, and this Third Amendment increases the compensation by \$400,000.
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.

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

CITY OF RICHMOND

LIEBERT CASSIDY WHITMORE

Mayor

By _____

Title _____

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 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.

Special Counsel's point(s) of contact in the City of Richmond City Attorney's office is/are:

Shannon Moore, Chief Assistant City Attorney

Schedule of Fees & Charges:

Hourly Rates:

PARTNERS	\$435.00
SENIOR COUNSEL	\$365.00
ASSOCIATES	\$260.00 - \$345.00
LABOR RELATIONS/ HUMAN RESOURCES CONSULTANT	\$280.00
PARALEGALS	\$145.00
E-DISCOVERY SPECIALISTS	\$145.00
LAW CLERKS	\$145.00 - \$185.00

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 Five Hundred Sixty-Five Thousand Dollars (\$1,565,000) for attorneys' fees and reimbursements.