

**FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF RICHMOND
AND
BURKE, WILLIAMS & SORENSEN, LLP**

This First Amendment to the Agreement for Legal Services between the City of Richmond (“City”) and **BURKE, WILLIAMS & SORENSEN, LLP** (“Special Counsel”) (the "First 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 June 20, 2023 for an amount not to exceed \$400,000 and term ending June 30, 2026; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation by \$400,000.00 and extend the term to June 30, 2028; and

WHEREAS, the City and Special Counsel desire to further 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, and this First Amendment increases the compensation limit by \$400,000.00 and extends the term to June 30, 2028.
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 above.

CITY OF RICHMOND

**BURKE WILLIAMS & SORENSEN,
LLP**

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 and assistance in connection with land use, real estate, and affordable housing development, disposition, leasing and finance matters; Successor Agency compliance and operational issues; and other matters as requested.

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

Shannon Moore, Chief Assistant City Attorney
James Atencio, Senior Assistant City Attorney

Schedule of Fees & Charges:

HOURLY RATES

	Rates non-cost recovery matters	Rates for projects that are cost recoverable
Susan Bloch	\$425	\$465
Other Partners	\$400	\$450
Senior Associates	\$365	\$395
Junior Associates	\$335	\$350

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 EIGHT HUNDRED THOUSAND Dollars (\$800,000) for attorneys' fees and reimbursements.