

**FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF RICHMOND
AND
ELLIS INVESTIGATIONS, L.C.**

This First Amendment to the Agreement for Legal Services between the City of Richmond ("City") and **ELLIS INVESTIGATIONS, L.C.** ("Special Counsel") (the "First Amendment") is entered into as of **DECEMBER 21, 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 confidential personnel investigations for a total contract amount of Ten Thousand Dollars (\$10,000) and expiration term date of June 30, 2023; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit by Ninety Thousand Dollars (\$90,000); 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:

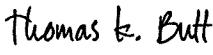
1. Amendment. Exhibit A of the Original Agreement, "Scope of Work and Schedule of Fees & Charges," is hereby amended to read as shown in Attachment 1 to this First Amendment.
2. Effect of First Amendment. Except as provided in this First Amendment, all other terms of the Original Agreement shall remain 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.

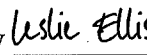
[Signatures on following page]

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

ELLIS INVESTIGATIONS, L.C.

DocuSigned by:

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Mayor

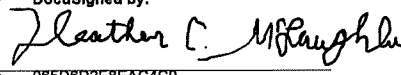
DocuSigned by:

By E43001582DE54AE...
Title Partner

Attest:

DocuSigned by:

By: C6643BFF4A43406...
City Clerk

Approved as to form:

DocuSigned by:

By: 085D8D2E8EAC4C9...
City Attorney

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

Ellis Investigations, L.C. shall conduct confidential personnel investigations.

Scope of Engagement:

The City understands that there are no guarantees as to the outcome of the investigation. As an independent contractor, Special Counsel has the right to determine means, manner and findings related to the investigation. The City agrees to allow Special Counsel full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. The City understands and acknowledges that Special Counsel will exercise independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigation, and that this engagement is not dependent on Special Counsel making or failing to make a particular credibility determination, finding of fact or conclusion. After conducting relevant interviews and reviewing relevant documents and information, Special Counsel will, if requested by the City, prepare a written report summarizing the investigation and findings.

Legal Services:

It is understood that in this engagement, Special Counsel and the City have an attorney-client relationship and that Special Counsel is providing professional legal services based on its professional experience and expertise. Special Counsel has been retained to use its legal skills to assist the City in developing a response to the concerns. Specifically, Special Counsel will use its expertise in employment law to arrive at findings based on its professional evaluation of the evidence. The parties intend that the investigation, including Special Counsel's communications, work product and final investigation report, will be covered by the attorney-client privilege and attorney work product protections to the extent legally permissible, unless waived by the City.

Limited Scope Agreement:

The scope of this attorney-client representation is limited. Special Counsel will render legal advice to the City on issues limited to the investigation process. Special Counsel will conduct the investigation as an attorney in furtherance of the City seeking legal advice to resolve the underlying issues. The City will seek legal advice, as appropriate, from other counsel regarding what action to take as a result of the investigation. The scope of the investigation does not include rendering any legal conclusions, making recommendations or, in the event of litigation or administrative claim, representation of the City or anyone else involved in the litigation or claim.

Specifically, the City expressly agrees that it will look to its regular legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigation. This includes, without limitation: (1) the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; (2) the consequences of employee failure to cooperate in the investigation; (3) the accessing of electronic and other data; (4) document retention; (5) litigation holds; (6) appropriate interim employment measures pending investigation; (7) compliance with the federal Fair Credit Reporting Act; and (8) compliance with the California Investigative Consumer Reporting Agencies Act. The City agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

The City also agrees it will look to its regular legal counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver and work product in connection with Special Counsel's services.

Other Work:

If called upon in the future to testify, respond to discovery about the engagement, or defend the confidentiality of the investigation in any proceeding City agrees to pay Firm for work related to such testimony or discovery at then applicable current rates for such work. In the event of a rate increase, Special Counsel will notify the City in writing before any increase becomes effective. Attorneys' fees for the investigator's separate counsel in the event of the need to respond to discovery, prepare for or testify about the investigation."

Schedule of Fees & Charges:

Hourly Rates

LESLIE ELLIS	\$435/hour
OTHER ATTORNEY INVESTIGATORS	\$315-435/hour
LEGAL SUPPORT SPECIALIST	\$185/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 Hundred Thousand Dollar (\$ 100,000) for attorneys' fees and reimbursements.