

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

This Second Amendment to the Agreement for Legal Services between the City of Richmond (“City”) and BURKE WILLIAMS & SORENSEN, LLP (“Special Counsel”) (the "Second Amendment") is entered into as of November 23, 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; and

WHEREAS, the City and Special Counsel entered into a First Amendment to that 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 to increase the compensation limit by Ninety Thousand Dollars (\$90,000) for a total of One Hundred Thousand Dollars (\$100,000); and

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

CITY OF RICHMOND

BURKE WILLIAMS & SORENSEN, LLP

DocuSigned by:
Thomas E. Butt
64A4FEAB53BE4C0

Mayor

DocuSigned by:
Timothy Davis
EA422B8C5C664CD...
By _____
Title Partner

Attest:

DocuSigned by:
Pamela Christian
C6643BFF4A43406...
By: _____
City Clerk

Approved as to form:

DocuSigned by:
Kathleen C. McLaughlin
065D6D2E8EAC4C9...
By: _____
City Attorney

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

At the direction of the City Attorney, Special Counsel shall provide legal advice on municipal law matters, including personnel matters and litigation. City Attorney shall approve any particular associates prior to their assisting under this agreement.

(City's Contact Attorney: Heather McLaughlin, Interim Senior Assistant City Attorney)

Schedule of Fees & Charges:

Hourly Rates

| | |
|----------------------------|-------------------|
| PARTNER(S) | \$365/hour |
| SENIOR ASSOCIATE(S) | \$300/hour |
| ASSOCIATES(S) | \$270/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 and Forty Thousand Dollars (\$100,000) for attorneys' fees.

