

**FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES  
BETWEEN  
THE CITY OF RICHMOND  
AND  
DOWNEY BRAND, LLP**

This First Amendment to the Agreement for Legal Services between the City of Richmond (“City”) and **DOWNEY BRAND, LLP** (“Special Counsel”) (the "First Amendment") is entered into as of **DECEMBER 7, 2021**, by and between the City and Special Counsel with reference to the following facts:

**RECITALS**

WHEREAS, on July 1, 2019 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 matters pertaining to the compliance by the City of Richmond with the settlement agreement reached in the case of *SF Baykeeper, et al v. City of Richmond* (Case No. C05-03829 MMC in the United States District Court – Northern District of CA) for a total contract amount of Two Hundred Fifty Five Dollars (\$255,000) and expiration term date of December 31, 2021; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to extend the term expiration to December 31, 2024, and to increase the compensation limit by Two Hundred Fifty Five Thousand Dollars (\$255,000); 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 Provision 1. Section 3 of the Agreement, Term of the Agreement, is hereby deleted in its entirety and replaced with the following:

“The services of Special Counsel are to commence upon the Effective Date of this Agreement and shall terminate on DECEMBER 31, 2024, unless the parties extend the Agreement in writing. The services shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care.”

Amendment Provision 2. 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 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 below.

CITY OF RICHMOND

DOWNEY BRAND, 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 advise and represent the City of Richmond, and its officers, agents, and employees on matters pertaining to the compliance by the City of Richmond with the settlement agreements reached in the case of *SF Baykeeper, et al., v. City of Richmond*, (Case No. C05-03829 MMC in the United States District Court – Northern District of CA).

(City's Contact Attorney: Stephanie Vollmer, Deputy City Attorney)

**Schedule of Fees & Charges:**

Law Firm anticipates that the primary attorney working on this matter will be Nicole Granquist. The billing rate for Nicole Granquist shall be \$380 per hour.

Law Firm also anticipates that it may need to assign other attorneys to work on this matter. City of Richmond agrees that Law Firm may allocate work among attorneys and other employees Law Firm Deems appropriate, based on their experience and availability. The hourly rates of other attorneys that may be assigned to this matter as follows:

**Hourly Rates**

<b>NICOLE E. GRANQUIST</b>	<b>\$415/hour</b>
<b>MELISSA THORME</b>	<b>\$415/hour</b>
<b>ASSOCIATES</b>	<b>\$250- \$350/hour</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 Five Hundred Ten Thousand Dollar (\$ 510,000) for attorneys' fees and reimbursements.**