# FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF RICHMOND AND ALLEN, GLAESSNER, HAZELWOOD & WERTH, LLP

This First Amendment to the Agreement for Legal Services between the City of Richmond ("City") and ALLEN, GLAESSNER, HAZELWOOD & WERTH, LLP ("Special Counsel") (the "First Amendment") is entered into as of MARCH 2, 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 in connection with negotiations with pending and future dangerous condition of public property and personal injury litigation; and

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit by Two Hundred Thousand Dollars (\$200,000); 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. <u>Amendment provision 1</u>. 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. <u>Effect of First Amendment</u>. Except as provided in this First Amendment, all other terms of the Original Agreement shall remain in full force and effect.
- 3. <u>Counterparts</u>. 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  Lambor Application  Mayor	ALLEN, GLAESSNER, HAZELWOOD & WERTH, LLP  By  Title  Alban
Attest:  By: Panela Christ  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 represent and defend the City of Richmond in pending and future dangerous condition of public property, personal injury litigation and other municipal law litigation as assigned by the City Attorney.

(City's Contact Attorney: Shannon L. Moore, Senior Assistant City Attorney)

# **Schedule of Fees & Charges:**

## **Hourly Rates**

PARTNER(S)	\$245/hour
ASSOCIATE(S)	\$215/hour
PARALEGAL(S)	\$105/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 Three Hundred Thousand Dollars (\$300,000) for attorneys' fees and reimbursements.