

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

This Third Amendment to the Agreement for Legal Services between the City of Richmond ("City") and **ALLEN GLAESSNER, HAZELWOOD & WERTH, LLP** ("Special Counsel") (the "Third Amendment") is entered into as of **MARCH 18, 2022**, 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 Original Agreement was amended on March 2, 2021 to increase compensation by \$200,000 and on November 16, 2021 by \$200,000; 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 and Ten Thousand Dollars (\$210,000) and to extend the term expiration to June 30, 2023; and

WHEREAS, the City and Special Counsel desire to amend the Second Agreement pursuant to this Third 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 1. Section 3 of the Agreement, TERM OF AGREEMENT, is amended to read as follows:

3. TERM OF AGREEMENT.

The services of Special Counsel are to commence upon the Effective Date of this Agreement and shall terminate on June 30, 2023, 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.

2. Amendment 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 Third Amendment.

3. Effect of Third Amendment. Except as provided in this Third Amendment, all other terms of the Original Agreement shall remain in full force and effect.
4. Counterparts. This Third 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 Third Amendment to be effective as of the last date written below.

CITY OF RICHMOND

DocuSigned by:
Thomas K. Butt
64A4FEAB53BE4C0...
Mayor

Date: 6/23/2022

ALLEN GLAESSNER, HAZELWOOD &
WERTH, LLP

DocuSigned by:
By Mark Hazelwood
0C3FC56E18374CC...

Title Attorney

Date: 5/30/2022

Attest:

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

Approved as to form:

DocuSigned by:
By: Deborah C. McLaughlin
065D6D2E8EAC4C9...
Interim City Attorney

Attachment 1

SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES

Scope of work:

Special Counsel shall represent and defend 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 of Richmond Contact Attorney: Shannon L. Moore, Sr. Assistant City Attorney)

Schedule of Fees & Charges:

Hourly Rates

PARTNER(S)	\$255/hour
ASSOCIATE(S)	\$225/hour
PARALEGAL	\$115/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 Seven Hundred and Ten Thousand Dollars (\$710,000) for attorneys' fees and reimbursements.