

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

This Fourth Amendment to the Agreement for Legal Services between the City of Richmond (“City”) and **ALLEN GLAESSNER HAZELWOOD & WERTH** (“Special Counsel”) (the "Fourth Amendment") is entered into as of **December 20, 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 City now desires for Special Counsel to continue its representation of the City and to increase the compensation limit by Two Hundred Fifty Thousand Dollars (\$250,000); and

WHEREAS, the City and Special Counsel desire to amend the Original Agreement pursuant to this Fourth Amendment.

WHEREAS, the City now desires for Special Counsel to continue its representation of the City and to extend the term of the agreement December 31, 2023; and

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

CITY OF RICHMOND

**ALLEN GLAESSNER, HAZELWOOD &
WERTH**

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 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: Alan M. Cohen, Sr. Assistant City Attorney and Shannon Moore, Chief Assistant City Attorney)

Schedule of Fees & Charges:

Hourly Rates

PARTNER(S)	\$270/hour
ASSOCIATE(S)	\$235/hour
PARALEGAL	\$120/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 Nine Hundred and Fifty Thousand Dollars (\$ 960,000) for attorneys' fees and reimbursements.