

**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 DECEMBER 21, 2021, by and between the City and Special Counsel with reference to the following facts:

RECITALS

WHEREAS, on September 1, 2020 the City and Special Counsel entered into that certain Legal Services Agreement (“Original Agreement”) for representation of the City in connection with pending and future dangerous condition of public property and personal injury litigation for a total contract amount of One Hundred Thousand Dollars (\$100,000) and expiration term date of June 30, 2022; and

WHEREAS, on March 2, 2021, the City and Special Counsel entered into a First Amendment to the Original Agreement that increased the compensation limit by Two Hundred Thousand Dollars (\$200,000); and

WHEREAS, on November 16, 2021, the City and Special Counsel entered into a Second Amendment to the Original Agreement that increased the compensation limit by Two Hundred Thousand Dollars (\$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 Ten Thousand Dollars (\$210,000) and to narrow the scope of services to only include pending dangerous condition of public property, personal injury litigation; and

WHEREAS, the City and Special Counsel desire to amend the Original 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. 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.
2. 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.

3. 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.

[Signatures on following page]

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

ALLEN, GLAESSNER, HAZELWOOD &
WERTH, 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 represent and defend the City of Richmond in pending dangerous condition of public property, personal injury litigation.

(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(S)	\$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 Ten Thousand Dollars (\$710,000) for attorneys' fees and reimbursements.