

**AMENDMENT No. 2
TO AN AGREEMENT
BY AND BETWEEN
THE CITY OF NEW HAVEN
AND THE LAW FIRM OF
BERCHEM, MOSES & DEVLIN, P.C.
FOR
LEGAL SERVICES FOR THE CITY OF NEW HAVEN**

A21-

PART I

This Agreement, consisting of Parts I and II, is entered into this _____ day of _____, 2021, effective the 1st day of July, 2020 by and between the City of New Haven (hereinafter referred to as the "City"), and Berchem, Moses & Devlin, P.C., 75 Broad Street, Milford, CT 06460 (hereinafter referred to as the "Contractor").

WITNESS:

WHEREAS, on October 22, 2020, the City of New Haven, Connecticut (the "City") and the law firm of Berchem, Moses & Devlin, P.C. (the "Contractor") entered into a legal service agreement (A20-0935) to assist the City of New Haven and Director of Labor Relations with litigation and various labor and employment related matters as assigned by the Corporation Counsel in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, on March 25, 2021, the City of New Haven, Connecticut (the "City") through the Office of Corporation Counsel requested approval from Leadership of the Board of Alders to enter into Amendment No. 1 to a legal service agreement with the law firm of Berchem, Moses & Devlin, P.C. (the "Contractor") to increase the compensation by an additional Forty-Nine Thousand Dollars and Zero Cents (\$49,000.00); and

WHEREAS, the City has been and continues to be satisfied with all of the services rendered to by the Contractor under the Agreement; and

WHEREAS, the City and the Contractor desire to amend the legal service agreement further to increase the compensation by an additional Forty-Six Thousand Dollars and Zero Cents (\$46,000.00); and

WHEREAS, the City has selected the Contractor, the City's Board of Alders have approved this Amendment, and the Contractor has agreed to perform the legal services set forth hereunder; and

WHEREAS, funds for this Agreement are available from Account Number 11331010-56696, and Contract/Agreement Purchase Order (CAPO) Number _____ FY 2010; and

NOW, THEREFORE, the City and the Contractor mutually agree to amend the Agreement as follows:

Delete Section 5, Paragraph 501 and replace with the following:

SECTION 5: COMPENSATION

"501. The City shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement at the rate of Two Hundred Forty-Five Dollars (\$245.00) per hour, in a maximum amount not to exceed One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00).

Except as stated in Exhibit A, the City will reimburse the Contractor for the actual invoice cost of: in-state parking fees, expert witness fees; independent medical examinations; accident reports; medical reports; marshal's fees; deposition fees; any out-of-state-travel expense; out-of-state telephone; extraordinary printing, graphics, or reproduction costs; special delivery or courier service costs requested by the City. The City will reimburse the Contractor for bulking copying when a large number of documents are required to be produced to several counsel, in excess of 50 pages at a rate not to exceed \$.10 per page to be completed by an independent, commercial copy service company. The City will also reimburse for other costs necessary to carry out the services under Section 2 and incurred with the prior written approval of the City. The City will **not** reimburse for any other direct costs incurred by the Contractor in performing legal services under this Agreement **without** the City's express prior written approval."

Except as modified herein by this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this Amendment as of the date first above written.

WITNESS:

CITY OF NEW HAVEN

BY: _____
Justin Elicker
Mayor

**Approved as to Form and
Correctness**

**Robert Scott
Assistant**

WITNESS:

BERCHEM, MOSES & DEVLIN, P.C.

BY: _____
Duly Authorized