

**AMENDMENT  
TO AN AGREEMENT  
BY AND BETWEEN  
THE CITY OF NEW HAVEN  
AND THE LAW FIRM OF  
HOWD & LUDORF LLC  
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 1<sup>st</sup> day of July, 2020 by and between the City of New Haven (hereinafter referred to as the "City"), and Howd & Ludorf LLC, 65 Wethersfield Avenue, Hartford, CT 06114-1190 (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 Howd & Ludorf LLC (the "Contractor") entered into a legal service agreement (A20-0941) to represent assist the City of New Haven in general litigation, including but not limited to public liability lawsuits, conflict of interest matters, police misconduct lawsuits, contract disputes, and civil rights lawsuits in the amount of Ninety-Nine Thousand Five Hundred Dollars and Zero Cents (\$99,500.00); 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 Seventy-Eight Thousand Five Hundred Dollars and Zero Cents (\$78,500.00); 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 in a maximum amount not to exceed One Hundred Seventy-Eight Thousand Dollars and Zero Cents (\$178,000.00), to be disbursed based on the hourly rates set forth in Exhibit A.

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 Corporation Counsel**

**WITNESS:**

**HOWD & LUDORF LLC**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Duly Authorized