



Contract Routing Control Sheet

Field Operations

Contact: Tonya Williams Phone: 373-2517

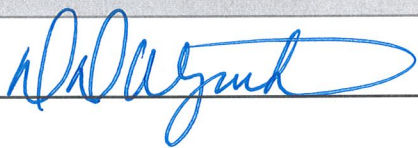
Change Order

Tracking#: 9060 **Date Submitted:** 12/8/2014 **Date Needed:** 12/15/2014
Contract#: 2012-5172 **Date Started:** 12/15/2014 **Est End Date:** 12/15/2015
Coliseum#: **Change Order#:** **Lease#:** **Bid#:**
Requisition#: **NCDOT#:** **Resolution#:** **Email For Pickup:** ☐ **Rush:** ☐
Description: Fourth (4th) Amended Retainer Agreement to Contract 2012-5172 - Legal Services, preparation and negotiation of three (3) contracts (Recycling Processing, and Landfill Gas Energy).
Comments:

Vendor:	Hawkins Delafield & Wood LLP	Account #	CBR	Amount
Vendor#:	31861	551-4306-04.5413		\$50,750.00
Location:	One Gateway Center 24th Floor Newark, NJ 07102		Total:	\$50,750.00



Signatures

<input checked="" type="checkbox"/> Dept Director	Reviewed By: <u></u>	Date: <u>12-23-14</u>
<input checked="" type="checkbox"/> Finance	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> Accounting	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> Attorney	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> City Manager	Reviewed By: _____	Date: _____
<input type="checkbox"/> Mayor	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> City Clerk	Attested By: _____	Date: _____
<input type="checkbox"/> Purchasing	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> CCD	Reviewed By: _____	Date: _____

4th AMENDED RETAINER AGREEMENT

THIS 4th AMENDED RETAINER AGREEMENT, made and entered into as of _____ December, 2014, by and between the **CITY OF GREENSBORO, NORTH CAROLINA** (the "City"), and **HAWKINS DELAFIELD & WOOD LLP**, a New York limited liability partnership (the "Firm").

WITNESSETH:

WHEREAS, on the 18th day of March, 2012, the City entered into a Retainer Agreement with the Firm, identified as Contract #2012-5172, Tracking #4097, to provide legal advice and assistance in the preparation and negotiation of the three contracts referenced therein; and

WHEREAS, pursuant to Section 3(e) of the Retainer Agreement, the total compensation payable for Fiscal Year 2011-12 was \$80,000, and the Agreement is to be amended each fiscal year to include any additional amounts necessary to cover the expected costs for the year;

WHEREAS, on or about February 13, 2013, the City entered into an Amended Retainer Agreement with the Firm to complete the work specified in the Retainer Agreement and cover the expected costs for Fiscal Year 2012-2013.

WHEREAS, on August 2, 2013, the City entered into a 2nd Amended Retainer Agreement for \$70,000 to complete the work specified in the Retainer Agreement and to cover the expected costs for Fiscal Year 2013-2014.

WHEREAS, on January 10, 2014, the City entered into a 3rd Amended Retainer Agreement for \$52,500 to complete the work specified in the Retainer Agreement and to cover the expected costs for Fiscal Year 2013-2014.

WHEREAS, the work specified in the Retainer Agreement has not been completed as of this date, and the City has paid the additional \$52,500 allocated for Fiscal Year 2013-2014.

WHEREAS, the City desires to amend the Amended Retainer Agreement a fourth time to complete the work specified in the original Retainer Agreement and to cover the additional expected costs for Fiscal Year 2014-2015;

WHEREAS, the Firm has determined to accept this 4th Amended Retainer Agreement and continue provide to the City the services described in the Retainer Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree to amend the 3rd Amended Retainer Agreement entered into by the City and the Firm on or about January 10, 2014 as follows:

1. In Section 1, sub-paragraphs (2) and (3) amend the hours as follows:
 - (2) Recycling Processing Service Contract (0 hours)
 - (3) Landfill Gas to Energy Contract (145 hours)
2. In Section 3(E), "Fiscal Year 2011-12" is hereby stricken in its entirety and replaced with "Fiscal Year 2014-2015" as follows:

Section 3:

....

(E) Total Compensation. The total compensation payable under this Agreement for the Fiscal Year 2014-15 is \$50,750 (145 hours at \$350/hour plus reimbursable expenses). This agreement shall be amended each fiscal year to include any additional amounts necessary to cover the expected costs for the year.

3. It is expressly agreed by the parties that this contract is supplemental to the contract of May 18, 2012, February 13, 2013, August 2, 2013, and January 10, 2014, which is made a part by reference, and all terms, conditions, and provisions of the original Retainer Agreement and the Amended Retainer

Agreement, unless specifically modified, are to apply to this contract and are made a part of this contract as though expressly rewritten, incorporated, and included herein.

4. In the event of any conflict, inconsistency, or incongruity between the provisions of the 4th Amended Retainer Agreement and any of the provisions of the 3rd Amended Retainer Agreement of January 10, 2014, the 2nd Amended Retainer Agreement of August 2, 2013, the 1st Amended Retainer Agreement of February 13, 2013 and the original Retainer Agreement of May 18, 2012, the provisions of the 4th Amended Retainer Agreement shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this 4th Amended Retainer Agreement in triplicate originals on the 16th day of December, 2014

HAWKINS, DELAFILED, WOOD, LLP

ATTEST: (Affix Seal)

Sarah A. Pfeiffer

By: _____

Eric Lynn
President/Vice-President
Partner

By: _____

Secretary/Assistant Secretary

SARAH A. PFEIFFER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 26, 2019



City of Greensboro
Contract Signature Authorization Sheet
Field Operations

Vendor: Hawkins Delafield & Wood LLP

Tracking number: 9,060

Contract Number: 2012-5172

Change Order Number:

Service, Item or Project Description:

Fourth (4th) Amended Retainer Agreement to Contract 2012-5172 - Legal Services, preparation and negotiation of three (3) contracts (Recycling Processing, and Landfill Gas Energy).



Signatures



Date: 12-23-14

Department Head Recommendation/Authorization

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Deputy Finance Officer

Date: _____



City Attorney: Approved as to form

Date: _____



Assistant City Manager: Authorized

Date: _____



Mayor: Executed

Date: _____



City Clerk: Attested

Date: _____