

RETAINER ENGAGEMENT AGREEMENT

This Retainer Engagement Agreement ("Agreement") made and entered into this ____ day of May, 2022 by and between the City of Worcester, acting by and through its City Manager, ("Worcester"), and Hassett & Donnelly, P.C., 446 Main Street, 12th Floor, Worcester, Massachusetts, 01608 ("Hassett | Donnelly").

1. The City Manager hereby appoints Attorney Wendy L. Quinn, of Hassett | Donnelly as a Special Assistant City Solicitor and retains Attorney Quinn and such other members of Hassett | Donnelly acceptable to the City Manager, as special litigation and appellate counsel for the representation of the city of Worcester in the following matters, and any additional litigation matters that may be assigned by an amendment to this Agreement:

1. *Christopher Ayala-Melendez v. Shawn Tivnan, Brett Kubiak, City Manager Edward Augustus, and City of Worcester*; USDC No. 20-CV-11453-DJC;
2. *Natale Cosenza v. Kerry Hazelhurst and John Doherty*; USDC No. 18-CV-10936-TSH; and
3. *Gatehouse Media, LLC v. City of Worcester*, Worcester Superior Court No. 188CV01526A, Appeals Court No. 2022-P-0282.

Worcester covenants that the December 19, 1969 vote of its city council designating special assistant city solicitors as special municipal employees under the state conflict of interest law shall remain in full force and effect for the duration of this agreement.

2. The specific tasks required of Attorney Quinn shall include court appearances, telephone and office conferences, legal research, depositions and other discovery, review of files or other documents related to the case, preparation for trial, hearings and conferences, trial, drafting of pleadings, correspondence and office memoranda, trial and post-trial motions, appellate filings and oral argument, all under the general supervision and management of the city solicitor.

3. All such services will be paid at the rate of Two Hundred Fifty (\$250.00) per hour for Attorney Quinn and such lesser amount as are applicable for other attorneys and paralegals of Hassett | Donnelly, plus reasonable out-of-pocket expenses, billed monthly. The total amount of compensation to be paid hereunder shall not exceed Forty Thousand Dollars (\$40,000.00). This agreement may be amended only in writing by mutual consent of the parties. Either party to this agreement may terminate said agreement by notice in writing to the other party, ten days prior to the effective termination date. In any event, this agreement shall terminate June 30, 2023.

Accepted:


HASSETT | DONNELLY

By:



David F. Hassett, Managing Partner
Officer/Director

CITY OF WORCESTER

By:


Edward M. Augustus, Jr.,
City Manager

Approved as to Form:


Michael E. Traynor
City Solicitor

5/1/20 *Cherrell* *5/1/20*
Funds for this Retainer Engagement Agreement
are available in Acct. # *120-92000*

FIRST AMENDMENT TO RETAINER AGREEMENT

This First Amendment To Retainer Agreement made and entered into this 6th day of June, 2022 by and between the City of Worcester, acting by and through its City Manager, ("Worcester"), and Hassett & Donnelly, P.C., 446 Main Street, 12th Floor, Worcester, Massachusetts, 01608 ("Hassett | Donnelly").

WITNESSETH

WHEREAS, in May, 2022, the City and Attorney Wendy L. Quinn, of Hassett | Donnelly, entered into a Retainer Agreement (the "Retainer Agreement") pursuant to which the City appointed Attorney Quinn as Special Assistant City Solicitor, and retained Attorney Quinn as special litigation counsel for the representation of the city of Worcester in certain matters; and,

WHEREAS, the City now desires to retain Attorney Quinn for representation in certain additional litigation matters;

NOW THEREFORE, the parties mutually agree to amend the Agreement as follows:

- I. Section 1 of the Agreement is hereby amended by inserting the following additional litigation matters:

"4. Isaura Penate v. Lt. Det. Joseph Scampini, Det. Daniel Sullivan, Det. George Adams, Det. Donna Brissette, City of Worcester, Officers John Doe 1-8 and Gary Gemme, USDC No. 19-cv-40054-DHH; and

5. Carlos A. Alvarez, Jr. v. City of Worcester and Captain Michael A. McKiernan, USDC NO. 20-cv-40004-TSH"

- II. All other terms of the Retainer Agreement not expressly altered hereunder shall remain in full force and effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereunto set their hands and seals on the day first above written.

Accepted:

Hassett | Donnelly

By:



David F. Hassett, Managing Partner
Officer/Director

CITY OF WORCESTER

By:



Eric D. Batista
Acting City Manager

Approved as to form:



Alexandra H. Kalkounis
Deputy City Solicitor

Funds for this Retainer Engagement Agreement are
Available in Account No. N/A

SECOND AMENDMENT TO RETAINER AGREEMENT

This Second Amendment to the Retainer Agreement made and entered into this 30th day of June, 2022 by and between the City of Worcester, acting by and through its City Manager, ("Worcester"), and Hassett & Donnelly, P.C., 446 Main Street, 12th Floor, Worcester, Massachusetts, 01608 ("Hassett | Donnelly").

WITNESSETH

WHEREAS, in May, 2022, the City and Attorney Wendy L. Quinn, of Hassett | Donnelly, entered into a Retainer Agreement, as most recently amended on June 6, 2022 (the "Retainer Agreement") pursuant to which the City appointed Attorney Quinn as Special Assistant City Solicitor, and retained Attorney Quinn as special litigation counsel for the representation of the city of Worcester in certain matters; and,

WHEREAS, the City now desires to retain Attorney Quinn for representation in certain additional litigation matters;

NOW THEREFORE, the parties mutually agree to amend the Agreement as follows:

- I. Section 1 of the Agreement is hereby amended by inserting the following additional litigation matters:

"6. *Sylvester Agyeah v. City of Worcester et al.*, USDC NO. 21-CV-40020-DJC"
- II. All other terms of the Retainer Agreement not expressly altered hereunder shall remain in full force and effect.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereunto set their hands and seals on the day first above written.

Accepted:

Hassett | Donnelly

By:

A handwritten signature in black ink, appearing to be "David F. Hassett", written over a horizontal line.

David F. Hassett, Managing Partner
Officer/Director

CITY OF WORCESTER

By:

A handwritten signature in blue ink, appearing to be "Eric D. Batista", written over a horizontal line.

Eric D. Batista
Acting City Manager

Approved as to form:

A handwritten signature in black ink, appearing to be "Michael E. Traynor", written over a horizontal line.

Michael E. Traynor
City Solicitor