

**THIRD AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
RIGHT OF WAY LEGAL SERVICES – CAPITOL BLVD / TROSPER RD  
IMPROVEMENT PROJECT**

This Third Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and KENYON DISEND, PLLC, a Washington professional limited liability company ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective February 10, 2020, First Amendment dated November 23, 2021, and Second Amendment dated June 14, 2022, whereby the SERVICE PROVIDER agreed to provide legal services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement by increasing the compensation paid to the SERVICE PROVIDER.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C. shall be amended to increase hourly rates as shown in Exhibit "A-3" starting January 1, 2023.

\*\*\* Signatures on Following Page \*\*\*

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:  
CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:  
KENYON DISEND, PLLC  
11 Front Street South  
Issaquah, WA 98027-3820

\_\_\_\_\_  
Debbie Sullivan, Mayor

\_\_\_\_\_  
Signature (Notarized – see below)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
My appointment expires: \_\_\_\_\_.

**KENYON DISEND, PLLC**  
**2023 HOURLY RATE SCHEDULE**

**ATTORNEYS:**

Michael R. Kenyon	\$460.00
Lisa M. Marshall	\$405.00
Hillary J. Evans	\$330.00
Robert D. Zeinemann	\$310.00
Alexandra L. Kenyon	\$270.00
Joshua H. Oh	\$185.00

**PARALEGALS:**

Margaret C. Starkey	\$210.00
Terry T. Curran	\$175.00
Antoinette M. Mattox	\$175.00