

LEGAL SERVICES CONTRACT

THIS LEGAL SERVICES CONTRACT (this "**Contract**"), entered into as of _____, 20____ by and between PHILADELPHIA REDEVELOPMENT AUTHORITY ("**Redevelopment Authority**"), acting as agent for PHILADELPHIA HOUSING AUTHORITY ("**PHA**"), and _____ ("**Counsel**").

BACKGROUND

A. The Redevelopment Authority is a body corporate and politic, organized pursuant to and in accordance with the provisions of the Urban Redevelopment Law of 1945, as amended.

B. The Redevelopment Authority, acting as agent for PHA, issued a Request for Proposals ("**RFP**") from qualified attorneys to provide representation to PHA in various legal matters as required by the Redevelopment Authority.

C. Counsel submitted its response to the RFP (the "**Proposal**").

D. The Redevelopment Authority has determined that Counsel is able and qualified to provide the legal services described in this Contract and, with the authorization of PHA, has selected Counsel to provide the representation described herein.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services

Upon notice from the Redevelopment Authority, Counsel shall represent PHA in eminent domain litigation including, but not limited to, representation before the Board of View and the Court of Common Pleas in valuation hearings arising in connection with PHA's exercise of its

powers of eminent domain, challenges to declarations of taking, miscellaneous matters arising in connection with the condemnation of property and the relocation of residential and business occupants, and other matters as may be required.

2. Term and Renewal

This Contract shall continue in effect until terminated by either the Redevelopment Authority or by Counsel.

3. Compensation

The Redevelopment Authority agrees to pay and Counsel agrees to accept the sum of \$220.00 per hour ("**Hourly Rate**") for each hour worked on an assignment given to, and accepted by, Counsel.

4. Method of Payment

Compensation shall be paid upon submission of a statement and certification on a monthly basis and approval of performance by the Redevelopment Authority's General Counsel. The Redevelopment Authority shall use its best efforts to pay Counsel within thirty (30) days of approval of the monthly statement. No interest will accrue on compensation not paid within thirty (30) days.

5. Termination of Contract

The Redevelopment Authority may terminate this Contract at any time. If this Contract is terminated, all briefs, working papers and memoranda prepared by Counsel in connection with its representation pursuant to this Contract shall become the property of PHA and shall be delivered to the Redevelopment Authority. Counsel shall be entitled to receive compensation for satisfactory work completed on such documents.

6. Amendments and Modifications

Changes to this Contract shall be by written amendment mutually agreed upon by the Redevelopment Authority and Counsel.

7. Indemnification and Insurance

- a. Counsel shall be considered an independent contractor.
- b. Counsel agrees to indemnify, defend and hold harmless the Redevelopment Authority, PHA, their respective Boards, officers, employees and agents, from and against any and all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages, liability and expenses, including but not limited to those in connection with loss of life, bodily injury, personal injury or property damage, arising out of any act or omission of Counsel and/or its contractors, subcontractors, licensees, invitees, or anyone directly or indirectly employed by Counsel.
- c. Counsel shall provide insurance in accordance with section 22 of the Terms and Conditions, described below.

8. Personnel

The principal personnel assigned to this Contract shall be those identified in the Proposal. Contractor shall submit personnel qualifications for approval by the Redevelopment Authority prior to any change of designated staff.

9. Exhibits

This Contract shall be subject to the terms and conditions of the following Exhibits, which are attached hereto and made a part, hereof:

- a. Exhibit A. Attachment to Legal Services Contract.

b. Exhibit B. Terms & Conditions

10. Notice

Notices to any party shall be in writing and shall be delivered by certified mail return receipt requested, or by hand delivery with receipt obtained, addressed as set forth below:

If to Counsel:

XXX
XXX
XXX
XXX

If to the Redevelopment Authority:

Executive Director
Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107

With a copy to:

General Counsel
Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107

[Signatures on Following Page.]

IN WITNESS WHEREOF, the Redevelopment Authority and Counsel have executed this Contract as of the date first above written intending to become bound hereby.

ATTEST:

PHILADELPHIA REDEVELOPMENT
AUTHORITY

BY: _____
BRIAN ABERNATHY
EXECUTIVE DIRECTOR

[ATTORNEY NAME], ESQUIRE

Approved as to Legal Form
Philadelphia Redevelopment
Authority

By: _____
Attorney

EXHIBIT A
ATTACHMENT TO LEGAL SERVICES CONTRACT

This Attachment supplements the agreements stated in the Legal Services Contract ("**Contract**") with the Redevelopment Authority, acting as agent for PHA, for the provision of legal services to PHA. You are authorized to take instruction on this matter from the Redevelopment Authority, as agent for PHA.

A. SCOPE OF WORK TO BE PERFORMED

Counsel will provide competent representation of PHA's interests, consult with the Redevelopment Authority regarding PHA's objectives and endeavor to keep the Redevelopment Authority advised of the status of PHA's matter(s) to the extent necessary to enable the Redevelopment Authority to make informed decisions. Expressions on your part concerning the probable outcome of your representation will reflect your best professional judgment, but are not guarantees, as they are limited by your knowledge of the facts and are based on the state of the law at the time they are expressed.

Counsel will maintain confidentiality with regard to the handling of PHA's matters as well as any other information the Redevelopment Authority provides to you, except to the extent that the Redevelopment Authority consents to the contrary, or as necessary to carry out your representation, or as required by the ethical rules governing lawyers, or by applicable law.

The Redevelopment Authority will cooperate with you by responding to any inquiries you make, provide written materials or documents in a timely manner, and otherwise provide you with any and all information necessary for you to represent PHA. The Redevelopment Authority understands that failure to provide such information could prejudice the quality of your representation and advice to PHA, and could ultimately reduce the effectiveness of your representation.

B. PROVISION OF LEGAL SERVICES AND THE BASIS OF YOUR FEES

The principal attorney handling PHA matters will supervise the PHA work, or parts of it, and will also supervise the work performed by other attorneys, legal assistants or other professionals used by Counsel. You may use other attorneys, legal assistants and other professionals for the purpose of involving those with a particular knowledge in a given area or for the purpose of otherwise providing service in the most efficient and timely manner once approval has been obtained from the Redevelopment Authority's General Counsel.

Counsel will record its time in tenths of an hour. The Hourly Rate is set forth in the Contract.

Upon request, you will endeavor to provide an estimate of the amount of fees and costs likely to be incurred in connection with a particular matter.

The fees and costs related to a matter are not predictable and if you provide the Redevelopment Authority with a budget, it will constitute your best estimate, at the time, of the cost of the engagement, based upon information then available to you. The Redevelopment Authority understands that you make no commitment to the Redevelopment Authority concerning the maximum fees and costs that will be necessary to resolve or complete a matter. Payment of Counsel's fees and costs are not contingent on the ultimate outcome of the matter.

C. DISBURSEMENTS AND OTHER EXPENSES

You will charge the Redevelopment Authority an amount, as agreed by the Redevelopment Authority, for photocopies, computerized legal research, toll and long distance telephone charges, air freight charges and postage. Upon request, you will furnish to the Redevelopment Authority a summary of the current charges for these services. With the Redevelopment Authority's prior approval, you will also pass along to the Redevelopment Authority certain costs that you have incurred on PHA's behalf for services provided by third parties. These include, but are not limited to, courier services, special copy services, filing and other court fees, arbitration and mediation fees, and fees paid on PHA's behalf to expert witnesses, court stenographers, title companies and other service providers.

All such charges for third-party services that exceed \$100.00 should be submitted to the Redevelopment Authority for payment directly to the service provider.

D. FREQUENCY OF BILLING, PAYMENT TERMS AND PAYMENT DISPUTES

You will render statements for legal services and expenses monthly unless otherwise set forth in the Contract. All invoices will be paid as promptly as possible.

In the unlikely event of a billing or payment dispute, the Redevelopment Authority will address the Redevelopment Authority's concerns to the attorney with whom the Redevelopment Authority is working on this matter within forty (45) days of receipt of your invoice. If you do not hear from the Redevelopment Authority within this time period, you may assume that the invoice presented to the Redevelopment Authority represents a fair and reasonable charge for the services rendered and expenses incurred on PHA's behalf, and you may expect payment in full of such invoice.

E. TERMINATION OF REPRESENTATION

The Redevelopment Authority may terminate your representation of PHA at any time. At the Redevelopment Authority's request, PHA papers and property will be returned to the Redevelopment Authority promptly upon receipt of payment for outstanding fees and expenses. You may retain your own files pertaining to your representation of PHA matter(s) and transfer

them to the person responsible for administering your records retention policy. You may destroy or otherwise dispose of such documents or other materials retained by you within a reasonable time after the termination of the engagement.

In the event that the Redevelopment Authority chooses to change representation to another attorney, the Redevelopment Authority will provide written notice authorizing the transfer of PHA files, as well as written acknowledgement of the Redevelopment Authority's responsibility to pay any properly billed outstanding accounts receivable and properly incurred unbilled time. You may retain photocopies of PHA's files.

The Redevelopment Authority understands that the ethical rules governing attorneys specify several types of conduct or circumstances, which require or allow you to withdraw from representing PHA. These include, for example, non-payment of fees or costs, misrepresentation of or failure to disclose material facts, actions contrary to your advice or conflicts of interest with another client. You will attempt to identify in advance and discuss with the Redevelopment Authority any situation that may lead to your withdrawal. Should you have to withdraw from representing PHA, you will give the Redevelopment Authority prompt notice. Should you elect to withdraw, the Redevelopment Authority agrees to cooperate with you by executing any necessary documents, in court or otherwise.