

**The Philadelphia Parking Authority**  
**701 Market Street, Suite 5400**  
**Philadelphia, PA 19106**

**RFP No. 24-26**  
**Bond Counsel and Disclosure Counsel**  
**Addendum One**

To: See Email Distribution List

From: Shannon Stewart  
Manager of Contract Administration

Date: September 12, 2024

No Pages: 1 plus Appendix A-B

This addendum is issued on September 12, 2024, prior to the bid due date to add, delete, modify, clarify and/or to respond to questions submitted by Prospective Bidders regarding the work included in the above referenced solicitation.

**CHANGES TO THE RFP DOCUMENT**

1. **Appendix B - Sample Contract – Bond Counsel:** The sample contract is attached as Appendix A of this addendum.
2. **Appendix B - Sample Contract – Disclosure Counsel:** The sample contract is attached as Appendix B of this addendum.

**END OF ADDENDUM ONE**

## Appendix A

### Sample Contract - Bond Counsel

# SAMPLE CONTRACT FOR LEGAL SERVICES (BOND COUNSEL)

PPA Contract No. K-24-0104

This Contract for Legal Services (“Contract”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **The Philadelphia Parking Authority** headquartered at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (“Authority”) and \_\_\_\_\_ with a principle place of business at \_\_\_\_\_, \_\_\_\_\_, PA \_\_\_\_\_ (“Law Firm”).

**WHEREAS**, the Authority’s Board seeks outside legal counsel for professional and specialized legal services to represent the Authority in matters described in Exhibit “A”;

**WHEREAS**, the Authority determined that it is was not advantageous to use a bidding process to secure the legal services subject to this Contract because it wished to consider criteria other than price in the award process, in particular, the offeror’s qualification, experience, and local workforce;

**WHEREAS**, on \_\_\_\_\_, 2024, the Authority issued Request for Proposal No. 24-26, Bond Counsel & Disclosure Counsel (the “RFP”) to secure the services of high qualified outside counsel to provide those legal services. The RFP is attached to this Contract as Exhibit “B”, and incorporated into this Contract as if set forth fully herein;

**WHEREAS**, Law Firm submitted a proposal in response to the RFP dated \_\_\_\_\_, 2024 (the “Response”). The Response is attached to this Contract as Exhibit “C”, and incorporated into this Contract as if set forth fully herein;

**WHEREAS**, the Law Firm has represented that it is qualified to and has agreed to perform such legal services; and

**NOW, THEREFORE**, the Authority and the Law Firm, with the intention of being legally bound, hereby agree as follows:

1. **Definitions.** The following definitions shall apply when used in this Contract:

a. “Effective Date” shall mean the date the Contract has been awarded by the Authority’s Board, executed by the Law Firm, and then executed by the Authority. The Executive Director will note the Effective Date on page 9 of this Contract.

b. “Notice to Proceed” shall mean a written notice sent to the Law Firm stating that the contract has been fully executed and that the Law Firm may commence performance of a particularly identified assignment. The Authority’s General Counsel (General Counsel”) will issue each Notice to Proceed to Law Firm during the term of this Contract through assignment letters that will specify the matter to be handled by the Law Firm. The Authority shall send a Notice to Proceed to the Law Firm by U.S. Mail or electronic mail.

c. "Guidelines" shall mean the Retention Guidelines for Outside Counsel attached to this Contract as Exhibit "D", and incorporated into this Contract as if set forth fully herein. In case of a conflict between this Contract and the Guidelines, the Contract shall control.

2. Services. The Law Firm shall perform the services described in Exhibit "A" of this Contract.

3. Term of Contract.

a. The initial term of this Contract shall commence on the Effective Date and shall end upon the completion of the bond issuance, subject to the other provisions of this Contract, and approval of the Authority ("Initial Term"). This Contract then may be extended through 4 one-year options to renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Law Firm is in the process of providing Services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the completion of Services to another firm at or about the time of expiration of the term or 3) extend this Contract with Law Firm only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 11.a.

b. Except as otherwise specifically provided for herein, the Authority, shall not be liable to pay the Law Firm for any Services or work performed or expenses incurred before the Effective Date of this Contract and before the Authority has delivered a written assignment letter to Law Firm assigning specific Services to be performed.

4. Compensation.

a. The Authority and the Law Firm agree to negotiate cooperatively and in good faith the lump sum payment to be paid to the Law Firm for the Initial Term using the lump sum amount of \$\_\_\_\_\_ as identified in Tab E of the Response as a guide ("Lump Sum").

i. It is agreed and understood that Law Firm will only receive the Lump Sum after successful completion of the Initial Term. If Law Firm fails to successfully complete the Initial Term, the Authority may accept reasonable invoices as detailed in Section b. below reduced by 10%.

ii. If during the Initial Term the Authority assigns Law Firm work outside of the scope of closing the bond and the completion of the bond issuance Law Firm agrees to accept the hourly rates as identified on page \_\_\_\_\_ of the Response ("Hourly Rate").

b. For any subsequent terms, the Law Firm agrees to accept the Hourly Rate as identified on page \_\_\_\_\_ of the Response.

c. The parties agree that this Contract and the Retention Guidelines for Law Firm will control, including, but not limited to, the manner in which that compensation is paid, how and what may be invoiced and how the invoices are to be presented to the Authority.

5. Billing. The Law Firm shall submit monthly invoices to the General Counsel and such other departments or insurers as may be directed by the General Counsel for Services performed during each billing period as provided in Part II of the Guidelines.

6. Ownership Rights. All documents, data, and records produced by the Law Firm and any experts in carrying out the obligations and Services hereunder, without limitation and whether preliminary or final, are and shall become and remains the property of the Authority.

a. The Authority shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the Law Firm and any experts and the Law Firm and any experts shall have no right or interest therein.

b. Upon completion of the Services hereunder or at the termination of this Contract, all such documents, data, and records shall, if requested by the General Counsel or the Authority, be appropriately arranged, indexed, and delivered to the General Counsel by the Law Firm.

c. Any documents, data, and records given to or prepared by the Law Firm and any subcontractors or experts under this Contract shall not be made available to any individual or organization by the Law Firm or any subcontractors or experts without the prior approval of the General Counsel. Any information secured by the Law Firm and any subcontractors or experts from the Authority, its members, employees and agents in connection with carrying out the Services under this Contract shall be kept confidential unless disclosure of such information is approved in advance and in writing by the General Counsel or is directed by a court or other tribunal of competent jurisdiction.

d. The Law Firm may retain copies of documents delivered to the General Counsel or to the Authority.

7. Modification or Changes. Changes or modifications to this Contract may be accomplished only by approval of the Authority's Board and a formal written amendment to this Contract, signed by both parties, and executed in the same manner as this original Contract and in accordance with applicable law.

8. Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the General Counsel and shall not undertake any representation that conflicts with the performance of the Services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the General Counsel. Any conflicting representation shall be promptly disclosed to the General Counsel. The General Counsel shall determine whether such conflict is cause for termination of this Contract. The process for obtaining conflict waivers is more fully described in the Office of General Counsel Conflict Waiver Procedure, which is attached as Exhibit "E" of this Contract.

9. Co-Law Firm and / or Disclosure Counsel. Law Firm agrees and understands that the Authority, in its sole discretion, may award a separate contract with a law firm to act as co-counsel and or disclosure counsel. Law Firm will work cooperatively and coordinate all Services with the Authority and the co-counsel and/or disclosure counsel advisor to successfully meet all tasks pursuant to the Contract and as assigned by the Authority. This paragraph shall be included in the contracts of all other law firms with which Law Firm will be required to cooperate.

10. License to Appear. The Law Firm represents and warrants that attorneys involved in this representation are duly licensed and in good standing to practice before the judicial forum, court, board, or tribunal before which they will appear or practice on behalf of the Authority. The Law Firm, subject to prior written approval of the General Counsel, may obtain a subcontractor to act as co-counsel where appearance by the Authority is required in a forum or jurisdiction outside of the Commonwealth of Pennsylvania where its attorneys are not licensed to practice, provided, however, that the firm's use of the subcontractor in that circumstance is subject to the Guidelines.

11. Independent Contractor. In performing the Services required by this Contract, the Law Firm will act as an independent contractor and not as an employee or agent of the Authority.

12. Termination Provisions. The Authority has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Law Firm.

a. Termination for Convenience. The Authority, through the General Counsel, shall have the right to terminate this Contract for its convenience if the Authority determines termination to be in its best interest. The Law Firm shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Law Firm be entitled to recover loss of profits.

b. Termination for Cause. The Authority, through the General Counsel, shall have the right to terminate this Contract for Law Firm default upon written notice to the Law Firm. The Authority shall also have the right, upon written notice to the Law Firm, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the Contract for cause, then, at the Authority's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph 12.a.

13. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the parties. Terms used in exhibits hereto shall have the same meanings as are ascribed thereto in this Contract unless otherwise defined therein. No agent, representative, employee, or officer of the Authority or the Law Firm has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished pursuant to Paragraph 7 of this Contract.

14. Nondiscrimination/Sexual Harassment. The Law Firm shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity.

15. Integrity Provisions. Law Firm agrees to comply with the Contractor Integrity Provisions, which are attached hereto as Exhibit "F" and incorporated by reference.

16. Indemnity. Law Firm, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend the Authority and its agents, employees, representatives, attorneys, officers and directors (the Indemnified Party) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Party may be held liable by reason of injury (including death or workers compensation) to any person (including Law Firm's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this Contract, whether known or unknown to the Indemnified Party or Law Firm. It is expressly agreed that Law Firm assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Party is obligated to indemnify and defend in the Indemnified Party's contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

17. Insurance. The Law Firm represents and warrants that it carries insurance in the forms and amounts provide in the Response.

18. Notice. Any written notice to the Authority under this Contract shall be deemed sufficient if delivered to the Authority personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

The Philadelphia Parking Authority  
Attn: Dennis Weldon, General Counsel  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

with a copy to:

The Philadelphia Parking Authority  
Attn: Richard Lazer, Executive Director  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

Any written notice to the Law Firm under this Contract shall be deemed sufficient if delivered to the Law Firm personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth above or to such other address as such party may designate by notice given pursuant to this section.

19. Applicable Law. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Law Firm consents to the jurisdiction of the Philadelphia Court of Common Pleas, waiving any claim or defense that such forum is not convenient or proper. Law Firm agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

20. General Provisions.

a. Right to Know Law Provisions.

1) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Agreement.

2) If the Authority requires the assistance of the Law Firm as to any request or other issue related to the RTKL in regard to this Agreement (“Requested Information”), it will notify the Law Firm using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Law Firm’s assistance in responding to such a request under the RTKL the Law Firm must:

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Law Firm’s possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

3) If the Law Firm considers the Requested Information to be exempt from production under the RTKL, the Law Firm must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Law Firm explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.



4) The Authority will rely upon the written statement from the Law Firm in denying RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determine that the Requested Information is clearly not exempt from disclosure, the Law Firm must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

5) The Authority will reimburse the Law Firm for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

6) If the Law Firm fails to provide the Requested Information as provided in paragraph No. 4. ("Law Firm's Refusal") the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records ("OOR") and potentially the courts. Law Firm hereby understands and agrees that the Authority will not argue in favor of the Law Firm's non-disclosure of the Requested Information and will inform the tribunal that it directed Law Firm to produce such information.

7) In the event of administrative or legal proceedings, or both, related to Law Firm's Refusal, the following will apply:

i. Law Firm will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Law Firm's Refusal. Law Firm will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

ii. Law Firm further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Law Firm's failure to releases Requested Information, including any statutory damages or order to pay any party's attorney's fees.

8) As between the parties, the Law Firm agrees to waive all rights or remedies that may be available to it as a result of the Authority's disclosure of Requested Information pursuant to the RTKL.

9) Law Firm's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Law Firm has Requested Information in its possession.

b. Force Majeure. Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, and governmental action) that was beyond the party's reasonable control.

c. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract.

d. Captions. The captions and introductory paragraphs of this Contract are a part of this Contract.

e. Order of Precedence. In the event of an inconsistency between provisions of this Contract, it shall be resolved by giving precedence in the following order: (1) the main body of this Contract, including Exhibits not referenced in this paragraph; (2) the RFP and (3) the Response.

f. Taxes.

1) Law Firm hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Law Firm also certifies that its Philadelphia Activity License No. is: \_\_\_\_\_. Law Firm further certifies that its Federal Tax ID. No. is: \_\_\_\_\_.

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Law Firm agrees that the fees, prices or rates stated in this Contract (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Law Firm is liable. In the event Law Firm's performance under this Contract creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Law Firm, and Law Firm shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Law Firm performance under this Contract.

g. Waiver. No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

h. Ethical Process. Law Firm does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Contract by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Law Firm. To the best of Law Firm's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Law Firm. If such transaction comes to the knowledge of the Law Firm at any time, a full and complete disclosure of such information shall be made to the Authority.

i. Separation Clause. If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

j. Prior Contracts. Law Firm agrees that upon the effective Date of this Contract any prior contract between Law Firm and the Authority to perform the Services contained herein shall be considered terminated. The Hourly Fee, provided in Section 3 of this Contract, shall apply to all of the Contractor's Services as of the Effective Date.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

**The Philadelphia Parking Authority**

Attest: \_\_\_\_\_

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

By: \_\_\_\_\_

Richard Lazer  
Executive Director

**Effective Date:** \_\_\_\_\_

APPROVED AS TO FORM

By: /s/ Steven C. Boc  
Office of General Counsel

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**Exhibit “A”**  
**DESCRIPTION OF SERVICES**

1. During the Initial Term of the Contract act as bond counsel relevant to the Authority’s anticipated General Obligation Bond debt issuance, including the validity of the debt issuance, the extent to which the bond is exempt from income and other taxation, and the satisfaction of all legal and tax requirements relevant to the debt issuance (“Bond Issue”),

2. During each renewal term of the Contract, provide continuing legal advice and representation to the Authority related to any subsequent events or compliance issues related to the bond issue, and provide advice and representation regarding other optimal financing and legal structure for bonds, notes, loans, or letter of credit as assigned by the General Counsel.

3. The Law Firm shall consult with the General Counsel and CFO on legal and financial issues involved in the matters referred to in Paragraph 1 and 2 of this Exhibit and in other matters assigned by the General Counsel.

4. Law Firm will provide legal services to the Authority in accordance with Part IV of the RFP and Tab \_\_\_ of the Proposal (“Services”) as assigned by the Authority.

5. Law Firm acknowledges that Services performed under this Contract during all renewal terms will be on an as-needed basis. It is understood that Law Firm may not receive an assignment during the Initial Term of this Contract and any Renewal Terms.

6. The General Counsel reserves the right to represent the Authority, or assign other counsel, in any specific claims and determinations as he, in his sole judgment, might determine.

**EXHIBIT "B"**  
**RFP**

**Exhibit "C"**  
**LAW FIRM'S RESPONSE**

**Exhibit “D”**  
**RETENTION GUIDELINES FOR LAW FIRM**

The Authority’s Office of General Counsel (“OGC”) expects to have a productive, professional, and cost-effective relationship with Law Firm. These Guidelines apply to all engagements for services between the Authority and Law Firm, regardless of the office from which those services are performed. Any exception must be approved in advance by OGC.

**I. MATTER MANAGEMENT AND REPORTING**

**A. The Contract for Legal Services**

Your firm has been retained by Authority to perform services as set forth in the Contract for Legal Services (“Contract”). The Contract defines the scope of services covered by the matter which is the subject of the Contract; a “matter” may consist of a single representation or the provision of legal services in connection with a relatively routine, high volume practice area. General Counsel will act as the primary in-house attorney responsible for managing the work or will assign an Deputy General Counsel to assist with the handling of all matters referred to Law Firm. A third-party administrator or insurance claims adjuster may have a defined role in managing the handling of the matter. You are expected to keep the responsible OGC attorney(s) informed of all significant developments that arise, as well as seek that person’s direction on strategy, legal filings, and tactics.

Throughout the course of your representation, you must be mindful of conflict issues and disclose promptly any conflicting representation. The Conflict Waiver Procedure that is a part of the Contract for Legal Services sets forth the process for such disclosure. Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver from the General Counsel is cause for termination of the contract.

**B. Effective Utilization of Personnel**

OGC generally expects a single outside lawyer to be primarily responsible for each matter. Law Firm should discuss with OGC the staffing requirements for each matter, including the number of attorneys and staff that may work on the matter. We encourage the use of law clerks and paralegals for those aspects of any matter that do not need to be performed by an attorney. Staffing should reflect management practices that are consistent with the delivery of the appropriate level and type of legal services required in order to achieve effective results and resource efficiency.

OGC generally expects one lawyer to attend all relevant depositions, meetings, hearings, trial, and other proceedings.

OGC expects each law firm it engages to use its best efforts to actively promote diversity, equity, and inclusiveness through the participation of people of all different backgrounds and perspectives in the provision of services pursuant to the Contract.



### C. Matter Management, Budget and Reports

OGC expects regular communications with Law Firm. The most effective representation results from a true partnership between the OGC lawyer and Law Firm. You must send to OGC an initial report within fifteen (15) days of the retention of your services covering the following areas:

- Management Plan and Budget – the Management Plan and Budget (“Plan”) should include an initial assessment of the assigned matter (see below) and a detailed strategy for handling the matter. The Plan must include an initial budget that estimates the legal fees and other costs to be incurred for the current calendar year as well as projected legal fees and costs for the entire duration of any matter that continues beyond the end of a calendar year. The firm must identify all personnel assigned to the matter, and their respective approved billing rates. An updated budget and personnel list, on firm stationery, must be submitted at the start of each subsequent calendar year or more frequently if there is a known material variance in the budget. OGC recognizes that it may be difficult at an early stage to project all the resources required for a matter; however, we believe that the plan and budget are important management tools.
- Initial Assessment of Litigation Claims<sup>1</sup> – The Initial Assessment must include a detailed description of the claim, applicable defenses, an assessment of potential liability and possible verdict range, any settlement demand by opposing counsel, and estimated trial date/time (if applicable). You are expected to keep the responsible OGC attorney advised of the status of the matter.

### D. Correspondence and Pleadings

No significant correspondence or pleading should be sent or filed without prior approval of the responsible OGC attorney. In general, Law Firm should keep the responsible OGC attorney fully informed of all developments on a timely basis and consult with him or her on all matters of strategy, planning and proposed disposition by motion, trial or settlement.

- *Correspondence*: Copies of all correspondence received or sent on OGC’s behalf by your firm to opponents or other third parties should be sent to the responsible OGC attorney.
- *Pleadings*: Copies of all pleadings received or filed on OGC’s behalf by your firm should be sent to the responsible OGC attorney.

The responsible OGC attorney should have the opportunity to discuss the preparation of pleadings with your firm sufficiently in advance of filing deadlines to determine who will perform the work. The responsible OGC attorney, or their designee, may elect to prepare draft answers, motions, request for discovery and other pleadings and will assist with the collection of discovery. In such instances, such items will be forwarded to you either in final form for filing or in draft form, and you are expected to place them in final form in accordance with local rules.

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<sup>1</sup> If the matter involves litigation of a routine, high volume nature the responsible OGC attorney shall define for the firm the level of reporting required for each individual claim.

## **E. Discovery**

All discovery, electronic or otherwise, should be coordinated with the responsible OGC attorney.<sup>2</sup> Authority personnel are not to be contacted directly without prior approval of the responsible OGC attorney.

OGC may prefer to have someone from its offices present during the preparation for and deposition of Authority personnel. OGC believes its knowledge of the Authority's business can be beneficial to you in preparing the witness and in the course of questioning by opposing parties. You are not permitted to waive the right of Authority personnel to review and sign their depositions and must not enter into any stipulations to the contrary.

All discovery requests should be forwarded to the responsible OGC attorney immediately, indicating the response date. OGC can better assist in preparing responses if Law Firm can, preliminarily, identify objectionable questions and indicate these questions for which information is requested, as well as a recommended approach for completing the response. Law Firm must consult with the responsible OGC attorney regarding anticipated electronic discovery (e-discovery) requests and use of any e-discovery computer programs, whether owned by the firm or provided by third-party vendors. OGC will not pay for any such programs without advance approval.

Many internal Authority documents are confidential or protected by privilege. Accordingly, the responsible OGC attorney may require that a Confidentiality Agreement and/or Protective Order be secured to insure that the confidential nature of the information is maintained.

## **F. Expert Witnesses or Consultants**

Where Law Firm determines that an expert witness or a special consultant is necessary for any matter, the responsible OGC attorney must be consulted prior to any engagement, and prior written approval must be obtained. In making such recommendation, Law Firm should provide the responsible OGC attorney with a written description of the study or testimony the expert is expected to provide, the expert's qualifications, the rationale for using an expert in the matter and an estimate of the expert's fees and expenses. As with your firm's staffing and time on any matter, the Authority expects that recommendations concerning the use of expert witnesses and consultants will be at appropriate levels for the risk and exposure involved in the matter.

## **G. Negotiations, Settlements and Appeals**

The decision to try, settle or appeal a case rests solely with OGC. All settlement opportunities and demands must be brought promptly to the attention of the responsible OGC attorney, along with your recommendations. Under no circumstances should your firm agree to settle any case on the Authority's behalf, enter into a consent decree or stipulation, release any substantial right, or otherwise commit the Authority on any issue without OGC's prior approval.

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<sup>2</sup> If the matter involves litigation of a high volume nature, the responsible OGC attorney shall define for the firm his or her role in coordinating discovery, which may be minimal.

## **II. BILLING REQUIREMENTS**

### **A. In General**

The Authority's fiscal year ends March 30. The Authority's books, accounts, and records are audited every year by an independent certified public accounting firm. The audit report is posted on the Authority's website and delivered to statutorily required state and local public officials. In order to complete this audit the Authority's books must be closed in or about the end of its fiscal year. Therefore, the Authority **will not pay** for legal work performed during a fiscal year the invoice for that work is submitted after June 1. **A law firm should avoid this problem by keeping its billing current, meaning monthly.**

Billing invoice requirements have been developed to clearly advise you as to how OGC would like the bills submitted. Specific provisions are set forth in Section D below. The identified billing format should be used in invoice preparation.

The Authority expects that any firm retained to perform services on its behalf will accomplish its goals and objectives in a manner that maximizes value and minimizes expense without sacrificing quality. Compensation arrangements are set forth in the Contract for Legal Services.

If the Authority inadvertently pays an invoice, which on review does not comply with the Guidelines, the Authority retains the right to obtain reimbursement of such payment.

### **B. Rates**

The Authority will pay specified hourly rates, as set forth in the Contract for Legal Services for services by attorneys and paralegals. Actual time in units of 1/10 hour is the maximum acceptable time unit to be used in billing. No changes in billing methodology or hourly rates will be made without the express written approval of the General Counsel.

### **C. Billing Cycle**

Bills for legal services should be submitted on a monthly basis, for services through the last day of the month in which services are performed. The Authority will use best efforts to make payments on invoices within 45 days of receipt.

### **D. Billing Format**

1. The Law Firm shall submit **monthly** invoices to the General Counsel, and/or such other departments, third party administrators or insurers as may be directed by the General Counsel for services performed during each monthly billing period. Invoices shall be submitted electronically and in a form acceptable to the General Counsel and forwarded to the following

contact and address:

The Philadelphia Parking Authority  
Office of General Counsel  
Attn: Jeanette Kane  
[JKane@philapark.org](mailto:JKane@philapark.org)  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

Each invoice shall be under cover of a letter on law firm letterhead and itemized listing of the services performed. In addition to the requirements of paragraph 7, the following information must be included on all invoices. Failure to include this information will result in return of the invoice and a request for a new invoice:

- Invoice Date;
- Service Dates (i.e., start and end dates for services covered by invoice);
- Invoice Number; and
- Gross/Total Amount.

2. The amount shown on each invoice for labor costs shall be in accordance with the rates set forth this Contract.

3. The invoices shall also list approved non-labor costs such as those incurred for travel, food, and lodging.

4. All invoices shall contain a statement that reads substantially as follows:

*The Law Firm hereby certifies that the services supplied and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Contract for Legal Services.*

5. All invoices or accompanying letters of transmittal shall be signed by the Law Firm and shall set out the Law Firm's federal employer identification number.

6. All billing statements should include:

- Date task performed
- Identification of attorney/paralegal performing the task with full name and title listed on the statement
- Specific task description
- Time being billed per task
- Hourly rate being charged by the attorney/paralegal
- A summary of the total time, hourly rate charged, and amount charged for each attorney/paralegal
- A specific description of all expenses incurred including the rate charged for copying as limited by the Contract for Legal Services. This description of services should be as specific as possible.

## E. Disbursements/Expenses

The Authority expects the hourly billing rate to include overhead and internal charges associated with the law firm's practice. The Law Firm shall require written approval by the responsible OGC attorney before incurring any extraordinary or unusual expenses. Functions such as legal research or photocopying must be billed at cost and may not be profit centers.

OGC **will not pay** separate charges for the following expenses:

- Word processing
- Overtime charges (including overtime local transportation and meal charges)
- Secretarial/clerical time or functions such as collating, scheduling, indexing, creating files or typing, opening or closing files, data entry, updating pleading binders or retrieval of documents from files
- File organization
- Basic overhead charges (local telephone charges, local fax charges, ordinary postage, courier services to OGC)
- Books, subscriptions or educational expenses
- Professional association memberships
- Office supplies
- Preparation and review of bills
- Mark-ups for computerized databases (such as Westlaw and Lexis)
- Storage charges
- Re-education of a new attorney if a file is transferred
- Cellular phone charges
- Training on and maintenance of computer systems

OGC **will pay** for the following when incurred specifically for OGC matters:

- Filing fees
- Court reporter fees
- Expert witness fees, if approved in advance by the responsible OGC attorney
- Computerized/database research, if approved in advance by the responsible OGC attorney
- Long distance telephone charges and long distance fax charges
- Air freight/express mail deliveries, where necessary to meet applicable deadlines, or as may otherwise be approved by the responsible OGC attorney\*\*
- Outside photocopying, binding and printing services, if approved in advance by the responsible OGC attorney
- Outside messenger services\*\*

\*\* While OGC may pay for messenger and express service where warranted, as a general matter, OGC encourages use of e-mail and regular U.S. mail service whenever possible.

#### **F. Travel**

The Authority does not anticipate the need for Law Firm to engage in any form of overnight travel. Therefore, associated expenses such as travel costs, meals, and lodging are not anticipated to be part of this Contract. In the event such extraordinary expenses become necessary, the Law Firm must receive the prior express written approval of the General Counsel. Local travel expenses, such as taxis and trains, are reimbursable. The Law Firm shall retain all receipts and shall, upon request of the OGC, provide any necessary documentation.

#### **G. Legal Research**

Counsel should know the legal aspects of the Authority's business for which it has been retained, particularly the areas in which the case or transaction arises, and should keep abreast of developments in the law that may impact its Authority engagement. Prior approval for extensive legal research is required. If it is anticipated that more than two (2) hours will be spent on computerized legal research, please secure the approval of the responsible OGC attorney. OGC should not be charged for routine research on matters of common knowledge among reasonably experienced counsel in the same geographical location. Where circumstances exist that enable you to use your data or brief banks, OGC should only be charged for updating the previously researched material. OGC expects that paralegals or more junior associates will be used on research matters. All research completed on an OGC matter is the property of OGC and a copy of all significant research projects should be submitted to OGC.

#### **H. Confidentiality and Media Coverage**

OGC expects absolute confidentiality regarding legal matters handled by each Law Firm. In addition, no statement may be made to the press or any other media – on or off the record - unless prior express written approval is secured from the General Counsel. Under no circumstances should a firm use Authority representation in firm promotional or other informational material without the prior approval of the General Counsel.

**Exhibit “E”**  
**CONFLICT WAIVER PROCEDURE**

Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the General Counsel and shall not undertake any representation that conflicts with the performance of the services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the General Counsel as provided below. Any conflicting representation shall be promptly disclosed to the General Counsel. The General Counsel shall determine whether such conflict is cause for termination of this Contract. The Authority’s conflict waiver procedure is as follows:

1. The Authority’s standard Contract for Legal Services requires the lawyer or law firm (hereinafter “law firm”) to disclose promptly any conflicting representation, unless it has been otherwise waived. (See the attached paragraph from the Contract for Legal Services.) Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver is cause for termination of the contract.
2. The law firm’s request for a waiver shall be submitted in writing to the Authority’s General Counsel. Requests shall be in letter form, but may be sent electronically in PDF format.
3. The waiver request shall:
  - a. Identify all existing representations of the Authority;
  - b. Describe the nature of the conflict;
  - c. Set forth the measures the law firm will take to protect the Authority, officials or employees from any prejudice or detriment if the conflict is waived, and
  - d. State that the other party the law firm represents or seeks to represent has granted a waiver (or a waiver has been sought, and if sought, a second written notice of the granting of such waiver shall be provided).
4. The General Counsel shall analyze the request and submit a recommendation to the Executive Director and the Board Chair.
5. The General Counsel will issue a letter to the law firm approving or disapproving the waiver request.
6. The decision in a matter shall not be binding on the General Counsel with respect to future matters unless the General Counsel so states.

**Exhibit "F"**  
**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions.

a. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b. Consent means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c. Contractor (hereinafter "Law Firm") means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d. Financial Interest means:

1) Ownership of more than a 5% interest in any business; or

2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The Law Firm shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority.

3. The Law Firm shall not disclose to others any confidential information gained by virtue of this Contract.

4. The Law Firm shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. The Law Firm shall not, in connection with this or any other Contract with the Authority, directly or indirectly, offer give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Authority.



6. Except with the consent of the Authority, neither the Law Firm nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

7. Except with the consent of the Authority, the Law Firm shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material on this project.

8. In the hiring of any employee(s) for performance of Service, Law Firm, or any person acting on behalf of the Law Firm shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

9. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Law Firm understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Law Firm agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130.

10. The Law Firm, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Authority in writing.

11. The Law Firm represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Law Firm further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts and have 50 or more employees.

12. The Law Firm, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certified and represents that he or she has not violated any of these provisions.

13. For violation of any of the above provisions, the Authority may terminate this and any other contract with the Law Firm, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Law Firm from doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation, or otherwise.

## Appendix B

### Sample Contract - Disclosure Counsel

# SAMPLE CONTRACT FOR LEGAL SERVICES (DISCLOSURE COUNSEL)

PPA Contract No. K-24-0102

This Contract for Legal Services (“Contract”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **The Philadelphia Parking Authority** headquartered at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (“Authority”) and \_\_\_\_\_ with a principle place of business at \_\_\_\_\_, \_\_\_\_\_, PA \_\_\_\_\_ (“Law Firm”).

**WHEREAS**, the Authority’s Board seeks outside legal counsel for professional and specialized legal services to represent the Authority in matters described in Exhibit “A”;

**WHEREAS**, the Authority determined that it is was not advantageous to use a bidding process to secure the legal services subject to this Contract because it wished to consider criteria other than price in the award process, in particular, the offeror’s qualification, experience, and local workforce;

**WHEREAS**, on \_\_\_\_\_, 2024, the Authority issued Request for Proposal No. 24-26, Bond Counsel & Disclosure Counsel (the “RFP”) to secure the services of high qualified outside counsel to provide those legal services. The RFP is attached to this Contract as Exhibit “B”, and incorporated into this Contract as if set forth fully herein;

**WHEREAS**, Law Firm submitted a proposal in response to the RFP dated \_\_\_\_\_, 2024 (the “Response”). The Response is attached to this Contract as Exhibit “C”, and incorporated into this Contract as if set forth fully herein;

**WHEREAS**, the Law Firm has represented that it is qualified to and has agreed to perform such legal services: and

**NOW, THEREFORE**, the Authority and the Law Firm, with the intention of being legally bound, hereby agree as follows:

1. **Definitions.** The following definitions shall apply when used in this Contract:

a. “Effective Date” shall mean the date the Contract has been awarded by the Authority’s Board, executed by the Law Firm, and then executed by the Authority. The Executive Director will note the Effective Date on page 9 of this Contract.

b. “Notice to Proceed” shall mean a written notice sent to the Law Firm stating that the contract has been fully executed and that the Law Firm may commence performance of a particularly identified assignment. The Authority’s General Counsel (General Counsel”) will issue each Notice to Proceed to Law Firm during the term of this Contract through assignment letters that will specify the matter to be handled by the Law Firm. The Authority shall send a Notice to Proceed to the Law Firm by U.S. Mail or electronic mail.

c. "Guidelines" shall mean the Retention Guidelines for Outside Counsel attached to this Contract as Exhibit "D", and incorporated into this Contract as if set forth fully herein. In case of a conflict between this Contract and the Guidelines, the Contract shall control.

2. Services. The Law Firm shall perform the services described in Exhibit "A" of this Contract.

3. Term of Contract.

a. The initial term of this Contract shall commence on the Effective Date and shall end upon the completion of the bond issuance, subject to the other provisions of this Contract, and approval of the Authority ("Initial Term"). This Contract then may be extended through 4 one-year options to renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Law Firm is in the process of providing Services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the completion of Services to another firm at or about the time of expiration of the term or 3) extend this Contract with Law Firm only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 11.a.

b. Except as otherwise specifically provided for herein, the Authority, shall not be liable to pay the Law Firm for any Services or work performed or expenses incurred before the Effective Date of this Contract and before the Authority has delivered a written assignment letter to Law Firm assigning specific Services to be performed.

4. Compensation.

a. The Authority and the Law Firm agree to negotiate cooperatively and in good faith the lump sum payment to be paid to the Law Firm for the Initial Term using the lump sum amount of \$\_\_\_\_\_ as identified in Tab E of the Response as a guide ("Lump Sum").

i. It is agreed and understood that Law Firm will only receive the Lump Sum after successful completion of the Initial Term. If Law Firm fails to successfully complete the Initial Term, the Authority may accept reasonable invoices as detailed in Section b. below, reduced by 10%.

ii. If during the Initial Term the Authority assigns Law Firm work outside of the scope of closing the bond and the completion of the bond issuance Law Firm agrees to accept the hourly rates as identified on page \_\_\_\_\_ of the Response ("Hourly Rate").

b. For any subsequent terms, the Law Firm agrees to accept the Hourly Rate as identified on page \_\_\_\_\_ of the Response.

c. The parties agree that this Contract and the Retention Guidelines for Law Firm will control, including, but not limited to, the manner in which that compensation is paid, how and what may be invoiced and how the invoices are to be presented to the Authority.

5. Billing. The Law Firm shall submit monthly invoices to the General Counsel and such other departments or insurers as may be directed by the General Counsel for Services performed during each billing period as provided in Part II of the Guidelines.

6. Ownership Rights. All documents, data, and records produced by the Law Firm and any experts in carrying out the obligations and Services hereunder, without limitation and whether preliminary or final, are and shall become and remains the property of the Authority.

a. The Authority shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the Law Firm and any experts and the Law Firm and any experts shall have no right or interest therein.

b. Upon completion of the Services hereunder or at the termination of this Contract, all such documents, data, and records shall, if requested by the General Counsel or the Authority, be appropriately arranged, indexed, and delivered to the General Counsel by the Law Firm.

c. Any documents, data, and records given to or prepared by the Law Firm and any subcontractors or experts under this Contract shall not be made available to any individual or organization by the Law Firm or any subcontractors or experts without the prior approval of the General Counsel. Any information secured by the Law Firm and any subcontractors or experts from the Authority, its members, employees and agents in connection with carrying out the Services under this Contract shall be kept confidential unless disclosure of such information is approved in advance and in writing by the General Counsel or is directed by a court or other tribunal of competent jurisdiction.

d. The Law Firm may retain copies of documents delivered to the General Counsel or to the Authority.

7. Modification or Changes. Changes or modifications to this Contract may be accomplished only by approval of the Authority's Board and a formal written amendment to this Contract, signed by both parties, and executed in the same manner as this original Contract and in accordance with applicable law.

8. Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the General Counsel and shall not undertake any representation that conflicts with the performance of the Services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the General Counsel. Any conflicting representation shall be promptly disclosed to the General Counsel. The General Counsel shall determine whether such conflict is cause for termination of this Contract. The process for obtaining conflict waivers is more fully described in the Office of General Counsel Conflict Waiver Procedure, which is attached as Exhibit "E" of this Contract.

9. Co-Law Firm and / or Disclosure Counsel. Law Firm agrees and understands that the Authority, in its sole discretion, may award a separate contract with a law firm to act as co-counsel and or disclosure counsel. Law Firm will work cooperatively and coordinate all Services with the Authority and the co-counsel and/or disclosure counsel advisor to successfully meet all tasks pursuant to the Contract and as assigned by the Authority. This paragraph shall be included in the contracts of all other law firms with which Law Firm will be required to cooperate.

10. License to Appear. The Law Firm represents and warrants that attorneys involved in this representation are duly licensed and in good standing to practice before the judicial forum, court, board, or tribunal before which they will appear or practice on behalf of the Authority. The Law Firm, subject to prior written approval of the General Counsel, may obtain a subcontractor to act as co-counsel where appearance by the Authority is required in a forum or jurisdiction outside of the Commonwealth of Pennsylvania where its attorneys are not licensed to practice, provided, however, that the firm's use of the subcontractor in that circumstance is subject to the Guidelines.

11. Independent Contractor. In performing the Services required by this Contract, the Law Firm will act as an independent contractor and not as an employee or agent of the Authority.

12. Termination Provisions. The Authority has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Law Firm.

a. Termination for Convenience. The Authority, through the General Counsel, shall have the right to terminate this Contract for its convenience if the Authority determines termination to be in its best interest. The Law Firm shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Law Firm be entitled to recover loss of profits.

b. Termination for Cause. The Authority, through the General Counsel, shall have the right to terminate this Contract for Law Firm default upon written notice to the Law Firm. The Authority shall also have the right, upon written notice to the Law Firm, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the Contract for cause, then, at the Authority's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph 12.a.

13. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the parties. Terms used in exhibits hereto shall have the same meanings as are ascribed thereto in this Contract unless otherwise defined therein. No agent, representative, employee, or officer of the Authority or the Law Firm has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished pursuant to Paragraph 7 of this Contract.

14. Nondiscrimination/Sexual Harassment. The Law Firm shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity.

15. Integrity Provisions. Law Firm agrees to comply with the Contractor Integrity Provisions, which are attached hereto as Exhibit "F" and incorporated by reference.

16. Indemnity. Law Firm, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend the Authority and its agents, employees, representatives, attorneys, officers and directors (the Indemnified Party) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Party may be held liable by reason of injury (including death or workers compensation) to any person (including Law Firm's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this Contract, whether known or unknown to the Indemnified Party or Law Firm. It is expressly agreed that Law Firm assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Party is obligated to indemnify and defend in the Indemnified Party's contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

17. Insurance. The Law Firm represents and warrants that it carries insurance in the forms and amounts provide in the Response.

18. Notice. Any written notice to the Authority under this Contract shall be deemed sufficient if delivered to the Authority personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

The Philadelphia Parking Authority  
Attn: Dennis Weldon, General Counsel  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

with a copy to:

The Philadelphia Parking Authority  
Attn: Richard Lazer, Executive Director  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

Any written notice to the Law Firm under this Contract shall be deemed sufficient if delivered to the Law Firm personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth above or to such other address as such party may designate by notice given pursuant to this section.

19. Applicable Law. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Law Firm consents to the jurisdiction of the Philadelphia Court of Common Pleas, waiving any claim or defense that such forum is not convenient or proper. Law Firm agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

20. General Provisions.

a. Right to Know Law Provisions.

1) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Agreement.

2) If the Authority requires the assistance of the Law Firm as to any request or other issue related to the RTKL in regard to this Agreement (“Requested Information”), it will notify the Law Firm using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Law Firm’s assistance in responding to such a request under the RTKL the Law Firm must:

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Law Firm’s possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

3) If the Law Firm considers the Requested Information to be exempt from production under the RTKL, the Law Firm must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Law Firm explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.



4) The Authority will rely upon the written statement from the Law Firm in denying RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determine that the Requested Information is clearly not exempt from disclosure, the Law Firm must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

5) The Authority will reimburse the Law Firm for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

6) If the Law Firm fails to provide the Requested Information as provided in paragraph No. 4. ("Law Firm's Refusal") the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records ("OOR") and potentially the courts. Law Firm hereby understands and agrees that the Authority will not argue in favor of the Law Firm's non-disclosure of the Requested Information and will inform the tribunal that it directed Law Firm to produce such information.

7) In the event of administrative or legal proceedings, or both, related to Law Firm's Refusal, the following will apply:

i. Law Firm will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Law Firm's Refusal. Law Firm will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

ii. Law Firm further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Law Firm's failure to releases Requested Information, including any statutory damages or order to pay any party's attorney's fees.

8) As between the parties, the Law Firm agrees to waive all rights or remedies that may be available to it as a result of the Authority's disclosure of Requested Information pursuant to the RTKL.

9) Law Firm's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Law Firm has Requested Information in its possession.

b. Force Majeure. Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, and governmental action) that was beyond the party's reasonable control.

c. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract.

d. Captions. The captions and introductory paragraphs of this Contract are a part of this Contract.

e. Order of Precedence. In the event of an inconsistency between provisions of this Contract, it shall be resolved by giving precedence in the following order: (1) the main body of this Contract, including Exhibits not referenced in this paragraph; (2) the RFP and (3) the Response.

f. Taxes.

1) Law Firm hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Law Firm also certifies that its Philadelphia Activity License No. is: \_\_\_\_\_. Law Firm further certifies that its Federal Tax ID. No. is: \_\_\_\_\_.

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Law Firm agrees that the fees, prices or rates stated in this Contract (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Law Firm is liable. In the event Law Firm's performance under this Contract creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Law Firm, and Law Firm shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Law Firm performance under this Contract.

g. Waiver. No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

h. Ethical Process. Law Firm does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Contract by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Law Firm. To the best of Law Firm's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Law Firm. If such transaction comes to the knowledge of the Law Firm at any time, a full and complete disclosure of such information shall be made to the Authority.

i. Separation Clause. If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

j. Prior Contracts. Law Firm agrees that upon the effective Date of this Contract any prior contract between Law Firm and the Authority to perform the Services contained herein shall be considered terminated. The terms of service, including those applicable to rates provided in Section 3 of this Contract shall apply to all of the Law Firm's services as of the Effective Date.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

**The Philadelphia Parking Authority**

Attest: \_\_\_\_\_

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

By: \_\_\_\_\_

Richard Lazer  
Executive Director

**Effective Date:** \_\_\_\_\_

APPROVED AS TO FORM

By: /s/ Steven C. Boc  
Office of General Counsel

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**Exhibit “A”**  
**DESCRIPTION OF SERVICES**

1. During the Initial Term of the Contract act as disclosure counsel relevant to the Authority’s anticipated General Obligation Bond debt issuance, including but not limited to understanding and satisfying disclosure responsibilities of the Authority, both in connection with primary offerings of bonds and in determining whether (and if so, how) to provide secondary market disclosure, and the satisfaction of all legal and tax requirements relevant to the debt issuance (“Bond Issue”).

2. During each renewal term of the Contract, provide continuing legal advice and representation to the Authority related to any subsequent events or compliance issues related to the bond issue, and provide advice and representation regarding other optimal financing and legal structure for bonds, notes, loans, or letter of credit as assigned by the General Counsel.

3. The Law Firm shall consult with the General Counsel and CFO on legal and financial issues involved in the matters referred to in Paragraph 1 and 2 of this Exhibit and in other matters assigned by the General Counsel.

4. Law Firm will provide legal services to the Authority in accordance with Part IV of the RFP and Tab \_\_\_ of the Proposal (“Services”) as assigned by the Authority.

5. Law Firm acknowledges that Services performed under this Contract during all renewal terms will be on an as-needed basis. It is understood that Law Firm may not receive an assignment during the Initial Term of this Contract and any Renewal Terms.

6. The General Counsel reserves the right to represent the Authority, or assign other counsel, in any specific claims and determinations as he, in his sole judgment, might determine.

**EXHIBIT "B"**  
**RFP**

**Exhibit "C"**  
**LAW FIRM'S RESPONSE**

**Exhibit “D”**  
**RETENTION GUIDELINES FOR LAW FIRM**

The Authority’s Office of General Counsel (“OGC”) expects to have a productive, professional, and cost-effective relationship with Law Firm. These Guidelines apply to all engagements for services between the Authority and Law Firm, regardless of the office from which those services are performed. Any exception must be approved in advance by OGC.

**I. MATTER MANAGEMENT AND REPORTING**

**A. The Contract for Legal Services**

Your firm has been retained by Authority to perform services as set forth in the Contract for Legal Services (“Contract”). The Contract defines the scope of services covered by the matter which is the subject of the Contract; a “matter” may consist of a single representation or the provision of legal services in connection with a relatively routine, high volume practice area. General Counsel will act as the primary in-house attorney responsible for managing the work or will assign a Deputy General Counsel to assist with the handling of all matters referred to Law Firm. A third-party administrator or insurance claims adjuster may have a defined role in managing the handling of the matter. You are expected to keep the responsible OGC attorney(s) informed of all significant developments that arise, as well as seek that person’s direction on strategy, legal filings, and tactics.

Throughout the course of your representation, you must be mindful of conflict issues and disclose promptly any conflicting representation. The Conflict Waiver Procedure that is a part of the Contract for Legal Services sets forth the process for such disclosure. Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver from the General Counsel is cause for termination of the contract.

**B. Effective Utilization of Personnel**

OGC generally expects a single outside lawyer to be primarily responsible for each matter. Law Firm should discuss with OGC the staffing requirements for each matter, including the number of attorneys and staff that may work on the matter. We encourage the use of law clerks and paralegals for those aspects of any matter that do not need to be performed by an attorney. Staffing should reflect management practices that are consistent with the delivery of the appropriate level and type of legal services required in order to achieve effective results and resource efficiency.

OGC generally expects one lawyer to attend all relevant depositions, meetings, hearings, trial, and other proceedings.

OGC expects each law firm it engages to use its best efforts to actively promote diversity, equity, and inclusiveness through the participation of people of all different backgrounds and perspectives in the provision of services pursuant to the Contract.



### C. Matter Management, Budget and Reports

OGC expects regular communications with Law Firm. The most effective representation results from a true partnership between the OGC lawyer and Law Firm. You must send to OGC an initial report within fifteen (15) days of the retention of your services covering the following areas:

- Management Plan and Budget – the Management Plan and Budget (“Plan”) should include an initial assessment of the assigned matter (see below) and a detailed strategy for handling the matter. The Plan must include an initial budget that estimates the legal fees and other costs to be incurred for the current calendar year as well as projected legal fees and costs for the entire duration of any matter that continues beyond the end of a calendar year. The firm must identify all personnel assigned to the matter, and their respective approved billing rates. An updated budget and personnel list, on firm stationery, must be submitted at the start of each subsequent calendar year or more frequently if there is a known material variance in the budget. OGC recognizes that it may be difficult at an early stage to project all the resources required for a matter; however, we believe that the plan and budget are important management tools.
- Initial Assessment of Litigation Claims<sup>1</sup> – The Initial Assessment must include a detailed description of the claim, applicable defenses, an assessment of potential liability and possible verdict range, any settlement demand by opposing counsel, and estimated trial date/time (if applicable). You are expected to keep the responsible OGC attorney advised of the status of the matter.

### D. Correspondence and Pleadings

No significant correspondence or pleading should be sent or filed without prior approval of the responsible OGC attorney. In general, Law Firm should keep the responsible OGC attorney fully informed of all developments on a timely basis and consult with him or her on all matters of strategy, planning and proposed disposition by motion, trial or settlement.

- *Correspondence*: Copies of all correspondence received or sent on OGC’s behalf by your firm to opponents or other third parties should be sent to the responsible OGC attorney.
- *Pleadings*: Copies of all pleadings received or filed on OGC’s behalf by your firm should be sent to the responsible OGC attorney.

The responsible OGC attorney should have the opportunity to discuss the preparation of pleadings with your firm sufficiently in advance of filing deadlines to determine who will perform the work. The responsible OGC attorney, or their designee, may elect to prepare draft answers, motions, request for discovery and other pleadings and will assist with the collection of discovery. In such instances, such items will be forwarded to you either in final form for filing or in draft form, and you are expected to place them in final form in accordance with local rules.

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<sup>1</sup> If the matter involves litigation of a routine, high volume nature the responsible OGC attorney shall define for the firm the level of reporting required for each individual claim.

## **E. Discovery**

All discovery, electronic or otherwise, should be coordinated with the responsible OGC attorney.<sup>2</sup> Authority personnel are not to be contacted directly without prior approval of the responsible OGC attorney.

OGC may prefer to have someone from its offices present during the preparation for and deposition of Authority personnel. OGC believes its knowledge of the Authority's business can be beneficial to you in preparing the witness and in the course of questioning by opposing parties. You are not permitted to waive the right of Authority personnel to review and sign their depositions and must not enter into any stipulations to the contrary.

All discovery requests should be forwarded to the responsible OGC attorney immediately, indicating the response date. OGC can better assist in preparing responses if Law Firm can, preliminarily, identify objectionable questions and indicate these questions for which information is requested, as well as a recommended approach for completing the response. Law Firm must consult with the responsible OGC attorney regarding anticipated electronic discovery (e-discovery) requests and use of any e-discovery computer programs, whether owned by the firm or provided by third-party vendors. OGC will not pay for any such programs without advance approval.

Many internal Authority documents are confidential or protected by privilege. Accordingly, the responsible OGC attorney may require that a Confidentiality Agreement and/or Protective Order be secured to insure that the confidential nature of the information is maintained.

## **F. Expert Witnesses or Consultants**

Where Law Firm determines that an expert witness or a special consultant is necessary for any matter, the responsible OGC attorney must be consulted prior to any engagement, and prior written approval must be obtained. In making such recommendation, Law Firm should provide the responsible OGC attorney with a written description of the study or testimony the expert is expected to provide, the expert's qualifications, the rationale for using an expert in the matter and an estimate of the expert's fees and expenses. As with your firm's staffing and time on any matter, the Authority expects that recommendations concerning the use of expert witnesses and consultants will be at appropriate levels for the risk and exposure involved in the matter.

## **G. Negotiations, Settlements and Appeals**

The decision to try, settle or appeal a case rests solely with OGC. All settlement opportunities and demands must be brought promptly to the attention of the responsible OGC attorney, along with your recommendations. Under no circumstances should your firm agree to settle any case on the Authority's behalf, enter into a consent decree or stipulation, release any substantial right, or otherwise commit the Authority on any issue without OGC's prior approval.

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<sup>2</sup> If the matter involves litigation of a high volume nature, the responsible OGC attorney shall define for the firm his or her role in coordinating discovery, which may be minimal.

## II. BILLING REQUIREMENTS

### A. In General

The Authority's fiscal year ends March 30. The Authority's books, accounts, and records are audited every year by an independent certified public accounting firm. The audit report is posted on the Authority's website and delivered to statutorily required state and local public officials. In order to complete this audit, the Authority's books must be closed in or about the end of its fiscal year. Therefore, the Authority **will not pay** for legal work performed during a fiscal year the invoice for that work is submitted after June 1. **A law firm should avoid this problem by keeping its billing current, meaning monthly.**

Billing invoice requirements have been developed to clearly advise you as to how OGC would like the bills submitted. Specific provisions are set forth in Section D below. The identified billing format should be used in invoice preparation.

The Authority expects that any firm retained to perform services on its behalf will accomplish its goals and objectives in a manner that maximizes value and minimizes expense without sacrificing quality. Compensation arrangements are set forth in the Contract for Legal Services.

If the Authority inadvertently pays an invoice, which on review does not comply with the Guidelines, the Authority retains the right to obtain reimbursement of such payment.

### B. Rates

The Authority will pay specified hourly rates, as set forth in the Contract for Legal Services for services by attorneys and paralegals. Actual time in units of 1/10 hour is the maximum acceptable time unit to be used in billing. No changes in billing methodology or hourly rates will be made without the express written approval of the General Counsel.

### C. Billing Cycle

Bills for legal services should be submitted on a monthly basis, for services through the last day of the month in which services are performed. The Authority will use best efforts to make payments on invoices within 45 days of receipt.

### D. Billing Format

1. The Law Firm shall submit **monthly** invoices to the General Counsel, and/or such other departments, third party administrators or insurers as may be directed by the General Counsel for services performed during each monthly billing period. Invoices shall be submitted electronically and in a form acceptable to the General Counsel and forwarded to the following

contact and address:

The Philadelphia Parking Authority  
Office of General Counsel  
Attn: Jeanette Kane  
[JKane@philapark.org](mailto:JKane@philapark.org)  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

Each invoice shall be under cover of a letter on law firm letterhead and itemized listing of the services performed. In addition to the requirements of paragraph 7, the following information must be included on all invoices. Failure to include this information will result in return of the invoice and a request for a new invoice:

- Invoice Date;
- Service Dates (i.e., start and end dates for services covered by invoice);
- Invoice Number; and
- Gross/Total Amount.

2. The amount shown on each invoice for labor costs shall be in accordance with the rates set forth this Contract.

3. The invoices shall also list approved non-labor costs such as those incurred for travel, food, and lodging.

4. All invoices shall contain a statement that reads substantially as follows:

*The Law Firm hereby certifies that the services supplied and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Contract for Legal Services.*

5. All invoices or accompanying letters of transmittal shall be signed by the Law Firm and shall set out the Law Firm's federal employer identification number.

6. All billing statements should include:

- Date task performed
- Identification of attorney/paralegal performing the task with full name and title listed on the statement
- Specific task description
- Time being billed per task
- Hourly rate being charged by the attorney/paralegal
- A summary of the total time, hourly rate charged, and amount charged for each attorney/paralegal
- A specific description of all expenses incurred including the rate charged for copying as limited by the Contract for Legal Services. This description of services should be as specific as possible.

## E. Disbursements/Expenses

The Authority expects the hourly billing rate to include overhead and internal charges associated with the law firm's practice. The Law Firm shall require written approval by the responsible OGC attorney before incurring any extraordinary or unusual expenses. Functions such as legal research or photocopying must be billed at cost and may not be profit centers.

OGC **will not pay** separate charges for the following expenses:

- Word processing
- Overtime charges (including overtime local transportation and meal charges)
- Secretarial/clerical time or functions such as collating, scheduling, indexing, creating files or typing, opening or closing files, data entry, updating pleading binders or retrieval of documents from files
- File organization
- Basic overhead charges (local telephone charges, local fax charges, ordinary postage, courier services to OGC)
- Books, subscriptions or educational expenses
- Professional association memberships
- Office supplies
- Preparation and review of bills
- Mark-ups for computerized databases (such as Westlaw and Lexis)
- Storage charges
- Re-education of a new attorney if a file is transferred
- Cellular phone charges
- Training on and maintenance of computer systems

OGC **will pay** for the following when incurred specifically for OGC matters:

- Filing fees
- Court reporter fees
- Expert witness fees, if approved in advance by the responsible OGC attorney
- Computerized/database research, if approved in advance by the responsible OGC attorney
- Long distance telephone charges and long distance fax charges
- Air freight/express mail deliveries, where necessary to meet applicable deadlines, or as may otherwise be approved by the responsible OGC attorney\*\*
- Outside photocopying, binding and printing services, if approved in advance by the responsible OGC attorney
- Outside messenger services\*\*

\*\* While OGC may pay for messenger and express service where warranted, as a general matter, OGC encourages use of e-mail and regular U.S. mail service whenever possible.

#### **F. Travel**

The Authority does not anticipate the need for Law Firm to engage in any form of overnight travel. Therefore, associated expenses such as travel costs, meals, and lodging are not anticipated to be part of this Contract. In the event such extraordinary expenses become necessary, the Law Firm must receive the prior express written approval of the General Counsel. Local travel expenses, such as taxis and trains, are reimbursable. The Law Firm shall retain all receipts and shall, upon request of the OGC, provide any necessary documentation.

#### **G. Legal Research**

Counsel should know the legal aspects of the Authority's business for which it has been retained, particularly the areas in which the case or transaction arises, and should keep abreast of developments in the law that may impact its Authority engagement. Prior approval for extensive legal research is required. If it is anticipated that more than two (2) hours will be spent on computerized legal research, please secure the approval of the responsible OGC attorney. OGC should not be charged for routine research on matters of common knowledge among reasonably experienced counsel in the same geographical location. Where circumstances exist that enable you to use your data or brief banks, OGC should only be charged for updating the previously researched material. OGC expects that paralegals or more junior associates will be used on research matters. All research completed on an OGC matter is the property of OGC and a copy of all significant research projects should be submitted to OGC.

#### **H. Confidentiality and Media Coverage**

OGC expects absolute confidentiality regarding legal matters handled by each Law Firm. In addition, no statement may be made to the press or any other media – on or off the record - unless prior express written approval is secured from the General Counsel. Under no circumstances should a firm use Authority representation in firm promotional or other informational material without the prior approval of the General Counsel.

**Exhibit “E”**  
**CONFLICT WAIVER PROCEDURE**

Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the General Counsel and shall not undertake any representation that conflicts with the performance of the services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the General Counsel as provided below. Any conflicting representation shall be promptly disclosed to the General Counsel. The General Counsel shall determine whether such conflict is cause for termination of this Contract. The Authority’s conflict waiver procedure is as follows:

1. The Authority’s standard Contract for Legal Services requires the lawyer or law firm (hereinafter “law firm”) to disclose promptly any conflicting representation, unless it has been otherwise waived. (See the attached paragraph from the Contract for Legal Services.) Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver is cause for termination of the contract.
2. The law firm’s request for a waiver shall be submitted in writing to the Authority’s General Counsel. Requests shall be in letter form, but may be sent electronically in PDF format.
3. The waiver request shall:
  - a. Identify all existing representations of the Authority;
  - b. Describe the nature of the conflict;
  - c. Set forth the measures the law firm will take to protect the Authority, officials or employees from any prejudice or detriment if the conflict is waived, and
  - d. State that the other party the law firm represents or seeks to represent has granted a waiver (or a waiver has been sought, and if sought, a second written notice of the granting of such waiver shall be provided).
4. The General Counsel shall analyze the request and submit a recommendation to the Executive Director and the Board Chair.
5. The General Counsel will issue a letter to the law firm approving or disapproving the waiver request.
6. The decision in a matter shall not be binding on the General Counsel with respect to future matters unless the General Counsel so states.

**Exhibit "F"**  
**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions.

a. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b. Consent means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c. Contractor (hereinafter "Law Firm") means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d. Financial Interest means:

1) Ownership of more than a 5% interest in any business; or

2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The Law Firm shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority.

3. The Law Firm shall not disclose to others any confidential information gained by virtue of this Contract.

4. The Law Firm shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. The Law Firm shall not, in connection with this or any other Contract with the Authority, directly or indirectly, offer give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Authority.



6. Except with the consent of the Authority, neither the Law Firm nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

7. Except with the consent of the Authority, the Law Firm shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material on this project.

8. In the hiring of any employee(s) for performance of Service, Law Firm, or any person acting on behalf of the Law Firm shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

9. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Law Firm understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Law Firm agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130.

10. The Law Firm, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Authority in writing.

11. The Law Firm represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Law Firm further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts and have 50 or more employees.

12. The Law Firm, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certified and represents that he or she has not violated any of these provisions.

13. For violation of any of the above provisions, the Authority may terminate this and any other contract with the Law Firm, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Law Firm from doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation, or otherwise.