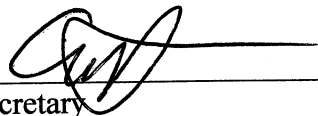


RESOLUTION 2-2021

Harrisburg Redevelopment Authority

RESOLVED, the Redevelopment Authority of the City of Harrisburg hereby approves and authorizes the selection of Catherine E. Rowe, of Strokoff & Cowden, P.C., as its Solicitor in accordance with the attached Letter of Engagement dated January 8, 2021; and hereby authorizes the Executive Director to execute the same.

1-19-2021
Date


Secretary

STROKOFF & COWDEN, P.C.

TELEPHONE
(717) 233-5353

ATTORNEYS AT LAW
132 STATE STREET
HARRISBURG, PENNSYLVANIA 17101
www.strokoffandcowden.com

FAX
(717) 233-5806

January 8, 2021

Via U.S. Mail & email: bdavis@hra-harrisburgpa.org

Bryan K. Davis, Executive Director
Redevelopment Authority
City of Harrisburg
10 N. 2nd Street
Harrisburg, PA 17101

**RE: Letter of Engagement
Harrisburg Redevelopment Authority**

Dear Bryan:

It has been a pleasure speaking with you and Mr. Magdule regarding serving as solicitor for the Harrisburg Redevelopment Authority ("Authority"), and I enjoyed meeting and speaking with Ms. Zewe this morning. As you know, this firm has had the pleasure of serving as Solicitor to the Harrisburg Zoning Board and Building and Housing Code Board of Appeals since the early 1990s. Our work with the Authority is the next step in service to the future of the City.

We are pleased to confirm our agreement to provide you with legal services. This shall constitute the letter of engagement we discussed. In exchange for the retainer described below, Strokoff & Cowden, P.C. ("Law Firm") agrees to provide the Authority with representation, advice and general legal services including review of redevelopment contracts and attendance at Authority Board meetings. We further agree to provide the Authority with legal advice and support interpreting its power to act under its Bylaws, relevant law, regulation, judicial authority and/or by ordinance.

The retainer will cover all of the Authority's normal legal work. We anticipate that the Authority will request and authorize the Firm to perform work on specific projects outside the normal scope of this agreement. Special projects might include bond issues, quiet title actions, and other large projects including work related to the Land Bank assuming there is no conflict. The Authority must provide express authorization before we commence work on the aforementioned projects. We will bill these non-covered matters at the Firm's normal hourly rates.

January 8, 2021
Page 2

The term of this agreement is one year commencing February 1, 2021. The parties agree to discuss the terms of a new agreement or the termination of the legal relationship no later than 60 days prior to the expiration of the current agreement on January 30, 2021. If no action is taken, the legal relationship will terminate. There will not be an automatic renewal.

We agree to provide legal services to the Authority in exchange for a retainer fee \$12,000.00 (Twelve thousand dollars) to be paid in twelve equal monthly installments of (\$1,000) (one thousand dollars). The first payment will be due on the date of execution and each payment thereafter will be due on the 10th of each month.

If there are material changes in the anticipated conditions as they were initially discussed and/or should the need for unanticipated work arise in the current term, the Authority agrees to negotiate with the Law Firm for a new agreement and/or additional fees. The Law Firm will bill the Authority for expenses incurred in providing legal services, such as travel, lodging, court costs, witness fees and other case preparation expenses in addition to the retainer for legal services. The Law Firm reserves the right to withdraw its representation for non-payment.

Prior to the expiration of the term, the Firm will provide the Executive Director with a report on the Firm's experience under the prior year's retainer showing the total number of hours spent. A total will be calculated as if the hours had been billed at our normal billing rates. We anticipate that, in the first year that we work under this retainer, the amount paid to the Firm will be much less than we would have charged on an hourly basis.

We look forward to the opportunity to work for the Authority and continue our service to the City. It is understood that the attorneys at the firm may perform any and all other legal business for the Law Firm that does not unreasonably interfere and/or conflict with their Authority responsibilities. Should you have any questions about the above, we are happy to discuss it further at your convenience.

**HARRISBURG REDEVELOPMENT
AUTHORITY**

By: _____
Bryan Davis, Executive Director

STROKOFF & COWDEN, P.C.

By: _____
Catherine E. Rowe

cc: Stacia Zewe, President, Harrisburg Redevelopment Authority
(via email: staciazewe@msn.com)

STROKOFF & COWDEN, P.C.

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January 4, 2021

STATEMENT OF NORMAL HOURLY FEES AND CHARGES
CALENDAR YEAR 2021

Our bills for professional services rendered are charged on a basis of hourly fees plus costs.

Normal hourly rates are \$330.00 per hour for senior attorneys, and \$230.00 to \$295.00 per hour for services of other attorneys. The time of law clerks is billed at \$110.00 per hour. Fractions of hours are computed in periods of not less than one-tenth (1/10) of an hour. We do not bill for clerical or secretarial time. Time is billed at actual time spent and is not adjusted for result achieved or for any other reason.

In addition to the hourly fees, we bill for costs. Costs are expenses such as filing fees, transcripts, photocopies, printing, long-distance telephone calls, telecopier charges, postage and travel expenses. Costs are billed directly, without mark-up.

It is our firm's practice to send out bills within the first three working days of the month. We request that monthly bills be timely paid. Unless arrangements to the contrary are made with the lead attorney representing the client, payments not made within twenty (20) days of the date of the bill are regarded as untimely, and will be subject to a 1¼% per month interest charge.

Please note that because we bill on a monthly basis, and because costs are sometimes not known when a bill is sent out, you may, on occasion, receive a bill for costs after a matter is otherwise concluded. In addition, work on a project may extend beyond the end of the month, so complete charges for a project may not appear on an individual bill.

Time records for professional services rendered and records of costs are maintained and are available to the client upon request.