

**AGREEMENT FOR PROVISION OF
PROFESSIONAL LEGAL SERVICES**

THIS AGREEMENT, entered into this 26th day of April, 2019
by and between the **INTERGOVERNMENTAL COOPERATION AUTHORITY
FOR HARRISBURG** (hereinafter "ICA") and **SHAFFER & ENGLE LAW
OFFICES, LLC**, a Limited Liability Corporation with offices at 2205 Forest Hills Drive,
Suite 10, Harrisburg, Pennsylvania, 17112 (hereinafter "Attorneys" or "Shaffer & Engle")

WITNESSETH

WHEREAS, in consideration of the mutual promises and obligations
hereinafter contained, the parties intending to be legally bound agree as follows:

Scope of Work: Provision of legal services to the ICA, which shall include the
following:

- Attend all public and executive meetings as are necessary and required by the ICA;
- Advise on legal issues, policies, statutes, regulations and agreements;
- Defend lawsuits or other legal claims;
- Conduct litigation as necessary;
- Inform and advise membership on court decisions which may impact our course(s) of action;
- Review contracts and agreements;
- Advise on court orders and request for information from third parties;
- Advise on tax exempt organization issues specifically relative to the Institutions of Purely Public Charities Act 55 of 1997 and the HUP test;
- Work with the Harrisburg City Government and its staff for the best interests of the ICA pursuant to the ICA's enabling legislation (Act 124 of 2018);
- Other legal needs as requested.

2. **Terms:** The terms of this agreement shall begin on April 24, 2019 and end
on or about the sunset date of the completion of the ICA's term, which is reflected in Act

124 of 2018. This term shall continue for and unless the provisions of paragraph 3 are involved.

3. **Termination**: Either party shall have the right to terminate this Agreement for any reason immediately. In the event that this Agreement is terminated, the ICA agrees to reimburse Attorneys for the reasonable costs of services performed to the date of the termination.

4. **Compensation**: Compensation or fees paid to Attorneys for the services to be performed under the scope of work above described shall be billed in the amount of **\$100 per hour**. Out-of-Pocket expenses such as the costs of Westlaw Research, mileage, copies, faxes and postage shall be paid on a monthly basis for the costs incurred so that the ICA will always be advised of the services being rendered by Attorneys and the costs incurred on behalf of the ICA. During the course of the representation, costs will be billed at the following rates:

Copies (black/white)	\$0.15/page
Copies (color)	\$0.25/page
Facsimiles	\$0.15/page
Mileage	Federal rate (in excess of 20 miles)
Postage	Federal rate
Overnight Delivery	Rate as charged by company (eg: FedEx)
Required overnight accommodations and meals	

The ICA will not be billed for clerical or secretarial time. The ICA will be responsible for payment of any outstanding amounts within thirty (30) days of receipt of the bill. Interest at a rate of 1.5% per month will be assessed on all overdue bills and Shaffer & Engle reserves the right to terminate the attorney-client relationship for non-payment of the ICA bill. However, during the first month (30 day period), Shaffer & Engle will abstain from any interest charges on outstanding amounts due based upon the

express understanding that the ICA is in the process of official funding by the Commonwealth.

In the event that the contract is terminated before completion for any reason, such compensation shall be determined by the terms of the Termination Clause (paragraph 3).

5. **Periodic Billings**: Unless parties agree to other arrangements, it is Attorneys' policy to render monthly statements for costs incurred during the course of representation. Shaffer & Engle will prepare and mail statements during the beginning of the month following any month in which substantial costs have been incurred and/or disbursements have been incurred. Shaffer & Engle expects that the invoiced statements will be paid upon presentation, but, in any event, not more than 30 days after the ICA receives the statement.

6. **Disbursements**: Most engagements require that certain advances be made on behalf of the ICA by Attorneys from time to time. Out-of-pocket expenses for travel, toll calls, filing fees, postage, overnight delivery and similar items and charges for certain administrative services such as photocopying, computer-assisted research specifically related to this matter will be separately billed and identified on Attorneys' statements. As a result of delays in billings to Attorneys' office, certain disbursements may not be billed by Shaffer & Engle on the statements on which related services are billed.

7. **Independent Contractor**: It is understood and agreed that Shaffer & Engle is an independent contractor. The ICA shall have no responsibility for the payment of any federal, state or local taxes, nor shall the ICA be required to make any deductions from the fees paid to Attorneys.

A. **Insurance**: Shaffer & Engle, LLC carries malpractice insurance in the amount of \$1,000,000 per incident and \$1,000,000 for all claims.

8. **Situs**: This Agreement shall be made and construed in accordance with the law of the Commonwealth of Pennsylvania and its situs shall be Dauphin County, Pennsylvania.

9. **Covenants**: Attorneys covenant that they have no direct or indirect interest which would conflict in any manner with the performance of services under this Agreement; and, during the performance of such services, Attorneys shall not engage in any matter in conflict of interest with the ICA.

10. **Assignment**: This Agreement is not assignable by Attorneys in whole or in part without the express written permission of the ICA. Further, no duty undertaken by Attorneys shall be subcontracted without the written consent of the ICA.

11. **Entire Agreement**: This Agreement, together with all writing attached hereto and made incorporated herein, constitutes the entire Agreement between Attorneys and the ICA. There are no other oral or extrinsic understandings of any kind between the parties. This Agreement cannot be amended or changed in any way whatsoever unless by a writing executed by both of the parties subsequent hereto.


12. **Authority for Signatures**: Pursuant to the vote of the ICA on April 24, 2019 to allow Audry Carter, Vice Chair and Ralph Vartan, member the authority to enter into this Contract, both names have been set forth herein below as authorized signatories.

[THE REMAINDER OF THIS LEFT INTENTIONALLY BLANK]

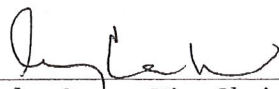
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal
the date first above written intending to be legally bound.

ATTEST:

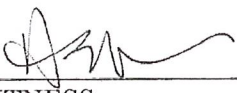
ICA for Harrisburg



WITNESS

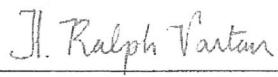


Audry Carter, Vice Chair



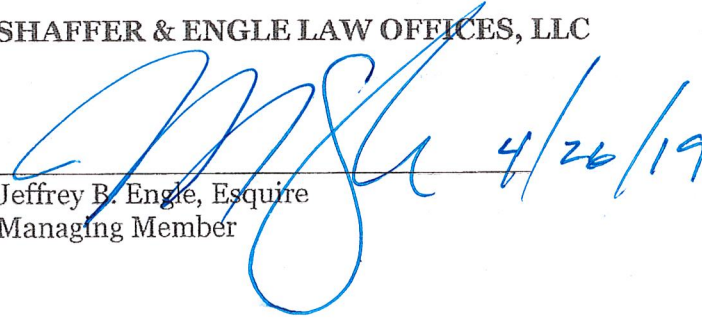
WITNESS

4.25.19



Ralph Vartan, Member

SHAFFER & ENGLE LAW OFFICES, LLC



Jeffrey B. Engle, Esquire
Managing Member