

**Cumberland County
Housing and Redevelopment Authorities**



HOUSING & REDEVELOPMENT AUTHORITIES
— OF CUMBERLAND COUNTY —

Better Places, Better Lives

**REQUEST FOR PROPOSALS
FOR
LEGAL SERVICES**

January 26th, 2026

Housing and Redevelopment Authorities
of the County of Cumberland
Mary Kuna, Executive Director
114 North Hanover Street
Carlisle, PA 17013

Telephone: 717-249-0789
Fax: 717-249-4071
Email: mkuna@cchra.com

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INTRODUCTION

The Housing and Redevelopment Authorities of the County of Cumberland hereby give notice of their intent to procure legal services through competitive negotiation for the period July 1, 2026 through December 31, 2030.

Services include general legal counsel, meeting attendance, court representation, and legal advice related to housing, redevelopment, and community development programs. Qualified attorneys or firms are invited to submit proposals for fixed-rate professional services contracts. MBE and WBE participation is encouraged. A copy of the RFP is available at www.cchra.com or by contacting Mary Kuna, mkuna@cchra.com.

Proposals must be submitted electronically no later than **4:00 p.m., Monday, March 9, 2026** to Mary Kuna, Executive Director, at **mkuna@cchra.com**.

Mary Kuna, Executive Director

Section I

HOUSING AUTHORITY PROFILE

The Authorities are public agencies and separate legal entities formed by the County of Cumberland under laws of the Commonwealth of Pennsylvania.

The Housing Authority of the County of Cumberland was incorporated in 1975 under the “Housing Authorities Law” of 1937 of the Commonwealth of Pennsylvania.

The Housing Authority was formed to address the shortage of affordable housing for lower income families in the County of Cumberland.

The joint mission Authorities is to create quality, affordable housing and sustainable development opportunities which revitalize and strengthen our communities. Furthermore, the Housing Authority endeavors to provide accessible buildings to persons with disabilities. The Housing Authority is committed to operating in an efficient, ethical, and professional manner as well as creating and maintaining partnerships with its clients and appropriate community-based organizations among other stakeholders.

The Housing Authority provides affordable housing to lower income families through various programs: Public Housing, Supportive Housing Programs including Section 202 and the Section 8 Housing Choice Voucher program (project and tenant based housing).

Public Housing: The Authority presently has 208 Public Family and Senior Housing rental units on nine sites in the greater-Carlisle area. These rental units are available to eligible, lower income elderly and disabled individuals and families on an equal opportunity basis. Tenant rent is calculated according to their income and ability to pay.

The Public Housing program also includes HUD’s Capital Fund Program, which provides the Authority with approximately \$500,000 per year to invest in capital improvements.

Section 202 Housing: The Authority acts as the managing agent for a 130-unit development located in Carlisle. These rental units are available to eligible, lower income elderly and disabled individuals on an equal opportunity basis. Tenant rent is calculated according to their income and ability to pay.

Section 8 Housing Choice Voucher Program: The Authority also provides rental assistance to approximately 1,300 lower income households residing in privately owned rental units throughout Cumberland and Perry Counties. As in public housing, the tenant portion of the rent is based on income to assure that the rent is affordable.

In addition to these housing programs, the Housing Authority also sponsors other programs and provides various forms of social services such as the following:

Family Self Sufficiency Program
Section 8 Homeownership Program

The Authority's staff consists of approximately 48 employees. Employees are based in several different offices and work sites. Authority operations are allocated between seven departments: Finance, Community Development, Economic Development, Maintenance, Section 8 Rental Assistance, Housing Management, and Homeless & Special Needs Housing Services.

Main Office: 114 North Hanover Street, Carlisle, PA 17013

Site Offices: 60 West Penn Street, Carlisle, PA 17013
1 West Penn Street, Carlisle, PA 17013

Section II REDEVELOPMENT AUTHORITY PROFILE

The Authorities are public agencies and separate legal entities formed by the County of Cumberland under laws of the Commonwealth of Pennsylvania.

The Redevelopment Authority of the County of Cumberland was created in 1972 in accordance with the Pennsylvania Urban Redevelopment Law. The Redevelopment Authority was created to address conditions of slums and blight which affected various communities in Cumberland County. Since its creation, the Redevelopment Authority has administered a wide variety of Urban Renewal and Community Development Programs.

Presently the Redevelopment Authority is administering the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership, Downtown Coordination and other competitively secured programs and grants funded through local, state, federal and private foundations on behalf of the Counties of Cumberland and Perry, the Borough of Carlisle, other municipal entities and community-based organizations. At any one time, numerous community development projects are underway including the installation of new water and sewer lines, installation of curb cuts, curb, sidewalk and street improvements, storm drainage projects, housing projects and supportive services for lower income families. Annual projects exceed 2 Million dollars.

Tax Credit Housing: The Authority acts as the managing agent for 11 rental units in two projects located throughout Cumberland County. These rental units are available to lower income elderly and disabled individuals on an equal opportunity basis. Tenant rent is fixed at a below market rate to ensure affordability.

Section III

SUMMARY OF LEGAL SERVICES REQUIRED

Overview

The Authority's solicitor attends the regular monthly (and any special) meetings of the Boards of the Housing and Redevelopment Authorities. The solicitor is expected to advise the Authorities regarding events or rulings related to the general administration of the Authorities or the administration of the Authorities' programs, both existing and new.

The Executive Director of the Authorities frequently discusses matters of legal significance or consequence with the solicitor. The solicitor is frequently requested to review and draft contracts and agreements and review certain problems related to personnel and human resources. The solicitor is expected to handle the Authorities' legal matters in the courts and before public agencies such as the Pennsylvania Human Relations Commission.

The solicitor is often involved in disputes between the Authorities and tenants and program participants particularly involving lease terminations or terminations of assistance. Tenants often have legal representation such as through Legal Services.

General Legal Services – The respondent shall perform the general legal services listed below. Such General Legal Service shall be included in the respondent's monthly retainer fee for each Authority, as stated in Section VII, Fee Proposal.

Preliminary meeting with attorney of legal firm to who contract is awarded to discuss procedures, communication, and other relevant matters;

Attendance at all regular and special meetings of the Authorities and public hearings;

Continued study of Federal, State and local legislation and judicial decisions pertaining to the Authorities various programs in order to evaluate the impact upon the Authorities;

Special Legal Services – In addition to the general services outlined above, the respondent shall provide the following services as directed by the Authorities. Such additional services shall be provided at the rates stated in Section VII, Fee Proposal.

Engage in general correspondence not related to a specific project;

Provide legal advice not related to a specific project.

Generally advise in connection with public and private borrowing of funds, procuring of grants, and payment of bills when their validity is in issue;

Attend any other necessary meetings or conferences;

Creation of corporate entities and review of corporate documents for special projects;

Preparation of loan documents;

Appearance for and representation of either Authority in court in all matters involving litigation;

Representation of either Authority, as required, in legal matters or matters in dispute before other federal, state and local agencies;

Rendering of all necessary legal opinions;

Preparation of necessary resolutions, as required;

Acquisition/condemnation of real estate including, but not limited to reviewing and preparing real estate agreements, title examinations and insuring title, eminent domain and conservatorship legal proceedings;

Conferring with and advising officers, members, and employees of the Authorities on legal matters, when requested;

Advice and assistance in the preparation of all legal documents such as: contracts, specifications, bonds, waivers, certificates of title, condemnations and other such legal drafting as may be necessary.

Section IV SELECTION CRITERIA

All respondents are required to submit an electronic copy of their proposal and self certifications found in section 8 of this RFP no later than Monday, March 9, 2026 at 4:00 P.M. eastern prevailing time to Mary Kuna at mkuna@cchra.com. Such proposal shall contain responses to at least the following:

- 1) Respondent's method for providing the requested services:
 - a) Your understanding of the Authorities legal services needs.
- 2) Respondent's qualifications and experience:
 - a) The previous experience of the attorney;
 - b) Knowledge of or experience with legal matters related to the administration of housing and community development programs of the U.S. Department of Housing and Urban Development and the Pennsylvania Department of Community and Economic Development;
 - c) Knowledge of or experience with legal matters related to corporate matters, acquisition/condemnation of real estate, loan documents;
 - d) Familiarity with the Authority's operational jurisdiction (County of Cumberland, PA).
- 3) Management and work plans:
 - a) The ability of the attorney to perform all required professional services on a timely basis;
 - b) The technical resources of the attorney that will be made available to complete the assignments;
- 4) Basis for Compensation (refer to Section VII – Fee Proposal):
 - a) The monthly retainer fee to cover all General Legal Services as outlined in Section III of this request;
 - b) Hourly rates for professional services to cover all other services, including but not limited to those outlined under Special Legal Services in Section III of this request.
- 5) Other considerations:
 - a) Professional licensure in PA and preferably in the US District Court for the Middle District of PA;
 - b) Professional liability insurance at a minimum level of at least \$250,000 per occurrence and \$500,000 aggregate.

Section V

FACTORS FOR AWARD

The Authorities will evaluate each written proposal and determine whether oral discussions of the respondents' proposals are necessary. The Authorities will assign points for each segment of the proposals based on the content of the written proposals and any oral discussions. Points will be assigned based on the criteria set forth in this offering document.

The respondent with the highest total points will be selected for purposes of awarding both the Housing Authority and the Redevelopment Authority legal services contract. The Authorities reserve the right to include within the usual discussions, adjustments to the respondent's proposal, including but not limited to, fee schedules. The points to be awarded are set forth for each major segment and subsegment below:

- 1) Respondent's method for providing the requested services (up to 30 points)
 - a) Understanding of the Authorities various programs and legal services needs (0-15 points)
 - b) Adequacy of the Scope of Services (0-15 points)
- 2) Respondent's qualifications and experience (up to 30 points)
 - a) The previous experience of the attorney (0-10 points)
 - b) Knowledge of or experience with legal matters related to Authority programs (0-10 points)
 - c) Familiarity with the Authority's operational jurisdiction (0-10 points)
- 3) Management and work plans (up to 15 points)
 - a) The ability to perform all required professional services on a timely basis (0-10 points)
 - b) The technical resources of the attorney (0-5 points)
- 4) Participation by Small, Minority, Women and Labor Surplus Area Firms (0-25 points). Any respondent who meets any one of the following factors shall receive five points:
 - a) Small business firm
 - b) Minority owned business firm
 - c) Women owned business firm
 - d) Labor surplus area business firm
 - e) Section 3 Business Concern
- 5) Basis for Compensation (25 points)
 - a) General Legal Services (10 points) - Ten points will be awarded to the respondent with the lowest annual proposed retainer (one fee for both Authorities). Remaining respondents will scored on a scale relative to the lowest and highest responses.
 - b) Special Legal Services (15 points) – Fifteen points will be awarded to the respondent with the lowest hourly rate for the primary individual. Point awards to the remaining respondents will be in proportion to their relationship with the lowest respondent.

Section VIII
SAMPLE CONTRACTS FOR LEGAL SERVICES

CONTRACT FOR LEGAL SERVICES CUMBERLAND COUNTY HOUSING AUTHORITY

THIS AGREEMENT entered this _____ day of _____, 2026, by and between the **HOUSING AUTHORITY OF THE COUNTY OF CUMBERLAND**, hereinafter referred to as the “**Housing Authority**”, and _____, hereinafter referred to as the “**Attorney**”,

W I T N E S S E T H

WHEREAS, the Housing Authority is currently operating various housing programs in the County of Cumberland, and

WHEREAS, the Housing Authority desires to engage the Attorney to render legal advice and provide legal services and to appear on behalf of the Housing Authority in litigation involving the Housing Authority.

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

1. Scope of Services

The Attorney shall render all legal services which the Housing Authority may require in the operation and management of its public housing programs including, but not limited to the following:

Attendance at all regular and special meetings of the Housing Authority and any other necessary meetings or conferences and supervision, as to the legality, of the official minutes of the Housing Authority and all matters that are covered at such meetings as required by the Housing Authority;

Appearance for and representation of the Housing Authority in court in all matters involving litigation;

Representation of the Housing Authority, as required, involving legal matters or matters in dispute before other federal, state, and local agencies;

Rendering of necessary legal opinions;

Preparation of necessary resolutions, as required;

Conferring with and advising officers, members and employees of the Housing Authority on legal matters, when requested;

Advice and assistance in the preparation of all legal documents, contracts, specifications, bonds, waivers, and such other legal drafting as may be necessary.

2. Time and Performance

The services of the Attorney shall commence July 1st, 2026 and shall extend until December 31st, 2030, subject to cancellation as hereinafter set forth. Either party may cancel this agreement with sixty (60) days prior written notice of such intention to cancel.

3. Compensation

The Housing Authority agrees to pay, and the Attorney agrees to accept compensation for actual legal services rendered hereunder on the basis of a fee schedule as follows:

Monthly Retainer for General Legal Services \$ _____

Rates for Special Legal Services

Hourly rate for the primary individual who is to be assigned to provide Legal Services to the Authority. \$ _____

Hourly rate for court appearances (if different from rates above) \$ _____

Hourly Rate for Partner/Principal (if different from assigned attorney above) \$ _____

Hourly rate for other individual members of the firm who may perform services for the Authorities: \$ _____

Hourly rate for Paralegal/Research Assistant \$ _____

Other Hourly Rates _____ \$ _____

The Housing Authority shall reimburse the Attorney for out-of-pocket expenses and disbursements incurred with the approval of the Housing Authority in connection with legal matters handled by the Attorney such as court costs, witness fees, recording fees, and similar costs generally chargeable to a client, but not including the Attorney's office or overhead expenses. Necessary traveling expenses shall be reimbursed in accordance with the travel regulations of the Housing Authority.

In no event shall the total compensation paid to the Attorney for services rendered under this agreement exceed _____ Dollars, excluding reimbursable expenses.

4. Method of Payment

For all Special Legal Services the Attorney shall submit to the Housing Authority a statement of account which clearly sets forth by dates (year, month, day): the designated times of work; by whom performed, the time appropriately shared thereto (pro-rated in terms of 10 or 15 minutes, an hour, or multiples thereof, and the total number of hours charged under each rate for each attorney.) Such statements shall be submitted monthly except that the Housing Authority may waive such submission if unbilled fees do not exceed Two Hundred (\$200) Dollars and a fee statement is submitted in any event not less often than quarterly.

For General Legal Services the Attorney shall submit to the Housing Authority an invoice for the monthly retainer no less often than quarterly.

Payment shall be made upon approval of the Attorney's statement by the Housing Authority.

5. Submission of Papers and Documents

The Attorney shall submit to the Housing Authority a copy of all pleadings, motions, orders, briefs and legal opinions or memoranda for which fees are charged, as well as a copy of papers and briefs filed by the Authority for opposing parties, unless previously submitted.

6. Termination of Contract for Cause

If, through any cause, the Attorney shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Attorney shall violate any of the covenants, agreements or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Attorney of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Attorney under this Contract shall, at the option of the Housing Authority, become its property, and the Attorney shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Attorney shall not be relieved of liability to the Housing Authority for damages sustained by the Local Authority by virtue of any breach of the Contract by the Attorney, and the Housing Authority may withhold any payments to the Attorney for the purpose of set-off until such time as the exact amount of damages due the Housing Authority from the Attorney, is determined.

7. Termination for Convenience of Housing Authority

The Housing Authority may terminate this Contract at any time by giving at least sixty (60) days notice in writing to the Attorney. If the Contract is terminated by the Housing Authority, as provided herein, the Attorney will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Attorney covered by this Contract, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Attorney shall be reimbursed (in

addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Attorney during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Attorney, Section 1 hereof relative to termination shall apply.

8. Changes

The Housing Authority may, from time to time, request changes in the scope of the services of the Attorney to be performed hereunder. Such changes, including any increase or decrease in the amount of the Attorney's compensation, which are mutually agreed upon by and between the Housing Authority and the Attorney, shall be incorporated in written amendments to this Contract.

9. Personnel

The Attorney represents that he/she has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Housing Authority.

All the services required hereunder will be performed by the Attorney or under the Attorney's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of attorneys, secretaries, and other office personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c). The Attorney shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under, except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Attorney or any subcontractor thereunder, the Housing Authority shall withhold from the Attorney, out of payments due to him, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by

the Housing Authority for and on account of the Attorney or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of those performing work under this Contract shall be promptly reported in writing by the Attorney to the Housing Authority for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Attorney agrees as follows:

The Attorney will not discriminate against any employee or applicant because of race, color, religion, sex, age, physical handicap, or national origin. The Attorney will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, sex, age, physical handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Attorney agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Housing Authority setting forth the provisions of this nondiscrimination clause.

The Attorney will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical handicap, or national origin.

The Attorney will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this contract shall be discharged or in any way discriminated against because he/she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable thereunder to his/her employer.

15. Compliance with Local Laws

The Attorney shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

16. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Authority.

17. Assignability

The Attorney shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Housing Authority; provided, however, that claims for money due or to become due the Attorney from the Housing Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Housing Authority.

18. Interest of Members of Housing Authority

No member of the governing body of the Housing Authority, and no other officer, employee, agent of the Housing Authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

19. Interest of Other Local Public Officials

No member of the governing body of the locality in which the Project Area is situated, and not other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

20. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

21. Interest of Attorney

The Attorney covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, real or apparent, in the above-described Projects or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Attorney further covenants that in the performance of this Contract, no person

having any such interest shall be employed.

22. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Attorney under this Contract, are confidential and the Attorney agrees that they shall not be made available to any individual or organization without the prior written approval of the Housing Authority.

23. Maintenance of Records

The Attorney shall maintain all records generated under this Contract for a period of three (3) years after the Housing Authority makes final payment hereunder and all other matters are closed.

24. Additional Provisions

The Attorney agrees to comply with all applicable Federal laws and regulations, state and local laws, ordinances and codes in performing the services hereunder. The Attorney specifically agrees to comply with all reporting and other requirements of the HUD Handbook 1530.1 REV-3, entitled "Litigation", dated January, 1977, as well as any amendments or updates to said handbook.

This contract is subject to and incorporates herein the provisions of The Request For Proposals For Legal Services dated January 26, 2026.

IN WITNESS WHEREOF, the Housing Authority and the Attorney have executed this Agreement as of the date first above written.

ATTEST:

**HOUSING AUTHORITY OF
THE COUNTY OF CUMBERLAND**

Mary E Kuna, Secretary

WITNESS:

By: _____
Firm name

By: _____

By: _____
Name and Title

**CONTRACT FOR LEGAL SERVICES
CUMBERLAND COUNTY REDEVELOPMENT AUTHORITY**

THIS AGREEMENT entered this _____ day of _____, 2026, by and between the **REDEVELOPMENT AUTHORITY OF THE COUNTY OF CUMBERLAND**, hereinafter referred to as _____ the **“Redevelopment Authority”**, and _____, hereinafter referred to as the **“Attorney”**,

W I T N E S S E T H

WHEREAS, the Redevelopment Authority is currently administering redevelopment and community development programs in the County of Cumberland, and

WHEREAS, the Redevelopment Authority desires to engage the Attorney to render legal advice and provide legal services and to appear on behalf of the Redevelopment Authority in litigation involving the Redevelopment Authority.

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

1. Scope of Services

The Attorney shall render all legal services which the Redevelopment Authority may require in the administration of redevelopment and community development programs including, but not limited to the following:

Attendance at all regular and special meetings of the Redevelopment Authority and any other necessary meetings or conferences and supervision, as to the legality, of the official minutes of the Redevelopment Authority and all matters that are covered at such meetings as required by the Redevelopment Authority;

Appearance for and representation of the Redevelopment Authority in court in all matters involving litigation;

Representation of the Redevelopment Authority, as required, involving legal matters or matters in dispute before other federal, state, and local agencies;

Rendering of necessary legal opinions;

Preparation of necessary resolutions, as required;

Conferring with and advising officers, members and employees of the Redevelopment Authority on legal matters, when requested;

Advice and assistance in the preparation of all legal documents, contracts, specifications, bonds, waivers, and such other legal drafting as may be necessary.

2. Time and Performance

The services of the Attorney shall commence July 1, 2026 and shall extend until December 31st, 2030, subject to cancellation as hereinafter set forth. Either party may cancel this agreement with sixty (60) days prior written notice of such intention to cancel.

3. Compensation

The Redevelopment Authority agrees to pay, and the Attorney agrees to accept compensation for actual legal services rendered hereunder on the basis of a fee schedule as follows:

Monthly Retainer for General Legal Services \$ _____

Rates for Special Legal Services

Hourly rate for the primary individual who is to be assigned to provide Legal Services to the Authority. \$ _____

Hourly rate for court appearances (if different from rates above) \$ _____

Compensation for acquisitions and condemnations \$ _____
(acquisitions and condemnations shall be for a fixed rate unless unusual and special services are required which will be charged at the stated hourly rates)

Hourly Rate for Partner/Principal (if different from assigned attorney above) \$ _____

Hourly rate for other individual members of the firm who may perform services for the Authorities: \$ _____

Hourly rate for Paralegal/Research Assistant \$ _____

Other Hourly Rates _____ \$ _____

The Redevelopment Authority shall reimburse the Attorney for out-of-pocket expenses and disbursements incurred with the approval of the Redevelopment Authority in connection with legal matters handled by the Attorney such as court costs, witness fees, recording fees, and similar costs generally chargeable to a client, but not including the Attorney's office or overhead expenses. Necessary traveling expenses shall be reimbursed in accordance with the travel regulations of the Redevelopment Authority.

In no event shall the total compensation paid to the Attorney for services rendered under this agreement exceed _____ Dollars, excluding reimbursable expenses.

4. Method of Payment

For all Special Legal Services the Attorney shall submit to the Redevelopment Authority a statement of account which clearly sets forth by dates (year, month, day): the designated times of work; by whom performed, the time appropriately shared thereto (pro-rated in terms of 10 or 15 minutes, an hour, or multiples thereof, and the total number of hours charged under each rate for each attorney.) Such statements shall be submitted monthly except that the Redevelopment Authority may waive such submission if unbilled fees do not exceed Two Hundred (\$200) Dollars and a fee statement is submitted in any event not less often than quarterly.

For General Legal Services the Attorney shall submit to the Redevelopment Authority an invoice for the monthly retainer no less often than quarterly.

Payment shall be made upon approval of the Attorney's statement by the Redevelopment Authority.

5. Submission of Papers and Documents

The Attorney shall submit to the Redevelopment Authority a copy of all pleadings, motions, orders, briefs and legal opinions or memoranda for which fees are charged, as well as a copy of papers and briefs filed by the Authority for opposing parties, unless previously submitted.

6. Termination of Contract for Cause

If, through any cause, the Attorney shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Attorney shall violate any of the covenants, agreements or stipulations of this Contract, the Redevelopment Authority shall thereupon have the right to terminate this Contract by giving written notice to the Attorney of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Attorney under this Contract shall, at the option of the Redevelopment Authority, become its property, and the Attorney shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Attorney shall not be relieved of liability to the Redevelopment Authority for damages sustained by the Local Authority by virtue of any breach of the Contract by the Attorney, and the Redevelopment Authority may withhold any payments to the Attorney for the purpose of set-off until such time as the exact amount of damages due the Redevelopment Authority from the Attorney, is determined.

7. Termination for Convenience of Redevelopment Authority

The Redevelopment Authority may terminate this Contract at any time by giving at least sixty

(60) days notice in writing to the Attorney. If the Contract is terminated by the Redevelopment Authority, as provided herein, the Attorney will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Attorney covered by this Contract, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Attorney shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Attorney during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Attorney, Section 1 hereof relative to termination shall apply.

8. Changes

The Redevelopment Authority may, from time to time, request changes in the scope of the services of the Attorney to be performed hereunder. Such changes, including any increase or decrease in the amount of the Attorney's compensation, which are mutually agreed upon by and between the Redevelopment Authority and the Attorney, shall be incorporated in written amendments to this Contract.

9. Personnel

The Attorney represents that he/she has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Redevelopment Authority.

All the services required hereunder will be performed by the Attorney or under the Attorney's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of attorneys, secretaries, and other office personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c). The Attorney shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under, except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Attorney or any subcontractor thereunder, the Redevelopment Authority shall withhold from the Attorney, out of payments due to him, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Redevelopment Authority for and on account of the Attorney or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of those performing work under this Contract shall be promptly reported in writing by the Attorney to the Redevelopment Authority for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Attorney agrees as follows:

The Attorney will not discriminate against any employee or applicant because of race, color, religion, sex, age, physical handicap, or national origin. The Attorney will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, sex, age, physical handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Attorney agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Redevelopment Authority setting forth the provisions of this nondiscrimination clause.

The Attorney will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical handicap, or national origin.

The Attorney will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this contract shall be discharged or in any way discriminated against because he/she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable thereunder to his/her employer.

15. Compliance with Local Laws

The Attorney shall comply with all applicable laws, ordinances and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

16. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Authority.

17. Assignability

The Attorney shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Redevelopment Authority; provided, however, that claims for money due or to become due the Attorney from the Redevelopment Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Redevelopment Authority.

18. Interest of Members of Redevelopment Authority

No member of the governing body of the Redevelopment Authority, and no other officer, employee, agent of the Redevelopment Authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

19. Interest of Other Local Public Officials

No member of the governing body of the locality in which the Project Area is situated, and not other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

20. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

21. Interest of Attorney

The Attorney covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, real or apparent, in the above-described Projects or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Attorney further covenants that in the performance of this Contract, no person having any such interest shall be employed.

22. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Attorney under this Contract, are confidential and the Attorney agrees that they shall not be made available to any individual or organization without the prior written approval of the Redevelopment Authority.

23. Maintenance of Records

The Attorney shall maintain all records generated under this Contract for a period of three (3) years after the Redevelopment Authority makes final payment hereunder and all other matters are closed.

24. Additional Provisions

The Attorney agrees to comply with all applicable Federal laws and regulations, state and local laws, ordinances and codes in performing the services hereunder. The Attorney specifically agrees to comply with all reporting and other requirements of the HUD Handbook 1530.1 REV-3, entitled "Litigation", dated January, 1977, as well as any amendments or updates to said handbook.

This contract is subject to and incorporates herein the provisions of The Request For Proposals For Legal Services dated January 26th, 2026.

IN WITNESS WHEREOF, the Redevelopment Authority and the Attorney have executed this Agreement as of the date first above written.

ATTEST:

**REDEVELOPMENT AUTHORITY OF
THE COUNTY OF CUMBERLAND**

Mary E Kuna, Secretary

WITNESS:

By: _____
Firm name

By: _____

By: _____
Name and Title

**Section VII
FEE PROPOSAL**

It is requested that this form be completed and included with each Proposal for Legal Services in response to the Request for Proposals by the Housing and Redevelopment Authorities of the County of Cumberland dated January 26, 2026.

The following fees are proposed by the undersigned for Legal Services required by the Housing and Redevelopment Authorities of the County of Cumberland:

Monthly retainer fee for all General Legal Services as described in Section III

Monthly Combined Authorities fee: \$ _____

Rates for all Special Legal Services as described in Section III

Hourly rate for the primary individual who is to be assigned to provide Legal Services to the Authorities. \$ _____

Hourly rate for court appearances (if different from rates above) \$ _____

Compensation for acquisitions and condemnations \$ _____
(acquisitions and condemnations shall be for a fixed rate unless unusual and special services are required which will be charged at the stated hourly rates)

Hourly Rate for Partner/Principal (if different from assigned attorney above) \$ _____

Hourly rate for other individual members of the firm who may perform services for the Authorities: \$ _____

Hourly rate for Paralegal/Research Assistant \$ _____

Other Hourly Rates _____ \$ _____

It is assumed that the preponderance of hours charged would be at the hourly rate of the individual assigned to work with the Housing and Redevelopment Authorities. It is further assumed that some hours may be charged by other individuals such as owners, partners or paralegals. Prior to contract execution, each Authority (based on the proposed fees and estimated demand for legal services), shall establish with the successful respondent a limit on the total compensation to be paid under the contract.

By: _____
Signed Date

☐ _____
Name of Firm

SELF-CERTIFICATION FOR SECTION 3 BUSINESS CONCERN

The applicant certifies that they ☐ **are** ☐ **are not** a Section 3 Business as defined by the Housing and urban Development Act of 1968 as amended, and defined in the definitions found at 24 CFR 135.5, as follows:

Section 3 Business Concern means a business concern, as defined in this section (check appropriate box):

- ☐ That is 51% or more owned by Section 3 residents; or
- ☐ Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- ☐ That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 Business Concern".

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Commonwealth of Pennsylvania)
) SS:
County of Cumberland)

Before me, the undersigned notary public, this day, personally, appeared _____, who being duly sworn according to law, deposes and says that he/she is an Attorney of _____ and that the foregoing is true and correct.

Notary Public

SUBSCRIBED AND SORN TO BEFORE ME

This _____ day of _____ AD: 20_____

SELF CERTIFICATION FOR A SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN

The applicant represents and certifies as part of its offer that it

(a) ☐ is, ☐ is not a small business concern. "Small Business Concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned business enterprise. "Women-Owned Business Enterprise," as used in this provision, means a business which is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority business enterprise. "Minority-Owned Business Enterprise," as used in this provision means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

☐ Black Americans

☐ Asian Pacific Americans

☐ Hispanic Americans

☐ Asian Indian Americans

☐ Native Americans

☐ Hasidic Jewish Americans

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Commonwealth of Pennsylvania)
) SS:
County of Cumberland)

Before me, the undersigned notary public, this day, personally, appeared _____, who being duly sworn according to law, deposes and says that he/she is an Attorney of _____ and that the foregoing is true and correct.

Notary Public

SUBSCRIBED AND SORN TO BEFORE ME

This _____ day of _____ AD: 20____