

**AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES- LANDLORD TENANT
CODE MATTERS**

Esquire for Schmittinger and Rodriguez, P.A. ("Firm") and the Delaware State Housing Authority ("Authority") agree as follows:

1. The Firm agrees to serve as Special Counsel to the Authority and to perform all such legal duties as assigned by the Authority including: filing for evictions under the Landlord Tenant Code; provide legal advice related to the Landlord Tenant Code; and Federal Rent Subsidy programs; and provide interpretation of State/Federal regulations; and others as they may arise beginning July 1, 2011 and ending June 30, 2016; provided, however, this agreement is subject to termination at will by the Authority, with or without cause.

2. The Firm will be compensated as the rates shown below:

	<u>Hourly Rate</u>
Partner-	\$225.00
Other Attorneys	\$225.00 assumed rate, or a lesser rate, unless prior Authority approval is provided
Paralegal-	\$ 50.00
Other Support Staff (Investigators/subpoena service)	\$ 25.00

All other costs, including: secretaries and secretarial overtime, document reproduction, telephone, mailing, messenger services, filing fees, and other related costs will be billed at the Firms actual time and cost.

Travel expenses:

Travel expenses (parking and tolls) will be reimbursed by receipts and transportation mileage paid at the IRS allowed mileage rate. Meals are not applicable.

Transitional services after termination of this Agreement relating to work not retained by the Firm shall be at the Firm's standard hourly rates, unless agreed otherwise by the parties.

3. The Firm agrees that it shall perform legal services as directed by the Authority and that the Authority shall have the right to receive copies of all documents, pleadings, etc. and to monitor, direct, and shall participate in the performance by the Firm on legal services provided under this Agreement.
4. The Firm agrees that all documents, including but not limited to electronic documents such as agreements, spreadsheets, and e-mails, generated by it under this Agreement, including research and all legal work product, belong to the Authority, and upon written request will be provided to it. The Authority shall have the right to use any such legal work product or documents as it deems in its interest, without compensation to the Firm apart from the compensation earned under this Agreement. The Firm further agrees that the Authority shall have the right to provide any agency of the State Government such work product or documents and that the Firm shall have no right to any compensation for the use of such work product or documents by any agency or officer of the State. The Firm further agrees that to the extent this Agreement is terminated for any reason and the Firm deems it necessary to maintain copies of any documents as defined herein, the costs of such copies shall not be charged to the Authority, and shall be borne exclusively by the Firm.
5. Within ten (10) days of execution of this Agreement, the Firm shall provide to the Authority a Certificate of Insurance indicating the amount and nature of its legal malpractice insurance coverage.
6. Within thirty (30) days of execution of this Agreement, the Firm shall inform DSHA in writing of any potential or actual conflicts of interest it has, or may not have, not only with the Authority but with the State of Delaware or any agency or official thereof. Such notice shall state in writing the names of the parties represented, the nature of the case and the actual or potential conflict. Likewise, during the term of this Agreement, the Firm shall inform the Authority of any actual or potential conflicts that must be disclosed as required by Delaware Lawyers' Rules of Professional Conduct. The Firm shall not commence work on any matter on which it may be working at the time the conflict or potential conflict arises, until such time as it has notified the Authority in writing as required by this paragraph and received a written waiver signed by the Director of the Authority.
7. The Firm acknowledges and understands that the Authority may have legal work, performed through outside counsel as it deems appropriate and nothing in this Agreement restricts the Authority's ability to do so or guarantees the Firm the right to perform any legal services except those which the Authority specifically requests the Firm to perform.
8. The Firm shall invoice the Authority no less frequently than monthly for hours spent on legal services rendered on behalf of, and at the request of, the Authority at the rates agreed to in paragraph 2 of this Agreement. Each invoice shall be in a format customary in the Delaware legal community for services rendered; but the Authority shall have the right to request

reasonable alterations in the format of the billing as it deems appropriate. Invoices will be paid as provided by State law. In the event the Authority questions the substance of any invoice or any item of work performed, the Firm shall provide such additional information as may be requested and the Firm shall not charge any additional amount for any discussion or extra documentation required to settle any dispute regarding any issue related thereto.

9. No position on behalf of the Authority on any legal matter shall be taken without consultation with the Authority.
10. Prior to incurring any unusual costs to be charged to the Authority, including cost of experts, the Firm shall consult with the Authority and obtain its approval.
11. The undersigned warrants that he has authority to execute this Agreement on behalf of the Firm.
12. No amendment hereto shall be effective except in writing signed by the parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the 19th day of July, 2011.

Delaware State Housing Authority

