

AGREEMENT

This Agreement, made this 22nd day of September, 2008 between the DEMOCRATIC CAUCUS of the Pennsylvania House of Representatives, with offices at: ~~110~~ Main Capitol Building, Harrisburg, PA 17120 (hereafter the "PARTY OF THE FIRST PART") and Sprague & Sprague, a professional corporation with offices at: ~~105~~ S. 19th Street, The Wellington Building, Suite ~~400~~ Philadelphia, PA 19103-4912 (hereafter the "PARTY OF THE SECOND PART").

WITNESSETH

WHEREAS, the PARTY OF THE FIRST PART desires to obtain the services of an Independent Contractor to assist the PARTY OF THE FIRST PART by providing legal representation in the matter as described in the PARTY OF THE SECOND PART'S September 16, 2008 letter (hereafter referred to as the "Confidential Proposal"), and the PARTY OF THE SECOND PART is desirous of so binding and obligating itself as such Independent Contractor and is highly qualified to provide said legal services.

NOW THEREFORE, it is mutually agreed as follows:

1. **SERVICES.** The PARTY OF THE FIRST PART agrees to retain, for the period indicated below, the PARTY OF THE SECOND PART to serve as an Independent Contractor to provide legal representation in accordance with the scope of work outlined in the PARTY OF THE SECOND PART'S Confidential Proposal. The PARTY OF THE SECOND PART shall perform said duties at such times and places as may be required by the PARTY OF THE FIRST PART.

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2. **COMPENSATION.**

a. The PARTY OF THE FIRST PART agrees to pay the PARTY OF THE SECOND PART for services based upon an hourly rate in effect at the time the services are rendered and as enumerated in the Confidential Proposal, for which total compensation shall not exceed the sum of One-Hundred Thousand Dollars and Zero Cents (\$100,000.00) for Legal Representation for the duration of the contract.

b. The PARTY OF THE SECOND PART shall be eligible for reimbursement of pre-approved, reasonable and necessary expenses, without limitation for: travel costs, mileage, express mailings, postage, long distance telephone costs, telecopying charges, electronic research charges, photocopying charges, and secretarial overtime.

c. Payment for experts, investigators, witnesses, consultants, and/or court reporters will be determined under a separate Agreement.

d. All payments for compensation and expenses to the PARTY OF THE SECOND PART shall be made contingent upon the PARTY OF THE SECOND PART submitting invoices to the PARTY OF THE FIRST PART documenting the dates, hours and nature of services provided. The invoices shall comply with the requirements of the Expenditure Guidelines and Rule 14 of the RULES OF THE HOUSE OF REPRESENTATIVES.

3. **SUPERVISOR.**

a. Allison W. Fisher, Esq., is hereby designated Supervisor of the PARTY OF THE SECOND PART. The Supervisor shall generally review and approve invoices for payment.

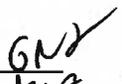
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b. The PARTY OF THE SECOND PART shall provide copies of all pleadings, memorandums, briefs, reports, and similar documents which are to be filed to Allison W. Fisher, Legal Counsel to the Democratic Caucus, ~~600~~ Main Capitol Building, P.O. Box 202248, Harrisburg, PA 17120-2248, for review and coordination.

4. **STATUS.** The PARTY OF THE SECOND PART shall be an independent contractor and shall be solely responsible for reporting all earnings under this Agreement for all tax purposes and shall be solely responsible for all Social Security payments. Neither the PARTY OF THE SECOND PART nor its employees or agents shall not be considered an employee of the PARTY OF THE FIRST PART nor be considered an employee of the PENNSYLVANIA HOUSE OF REPRESENTATIVES, nor be entitled to any fringe benefits of employees of the House of Representatives, nor be entitled to membership in the State Employees Retirement system, nor be eligible for life insurance coverage or other fringe benefits by virtue of this Agreement.

5. **TERM.** This Agreement shall commence on the date written above and shall continue thereafter until such time as the PARTY OF THE FIRST PART determines that there is no longer a need for the PARTY OF THE SECOND PART to serve as an Independent Contractor, or until such time as the PARTY OF THE SECOND PART is obligated under the Rules of Professional Conduct to discontinue its representation of the PARTY OF THE FIRST PART.

6. **NOTICES.** Unless otherwise provided, any notice required to be given hereunder shall be deemed given when sent by certified mail, return receipt requested, addressed to the parties listed below:

GRJ 
AWF 

To PARTY OF THE FIRST PART:

Allison W. Fisher, Esq.
House of Representatives
Main Capitol Building
Post Office Box 202248
Harrisburg, PA 17120-2248

To PARTY OF THE SECOND PART:

Sprague & Sprague
S. 19th Street
The Wellington Building, Suite 100
Philadelphia, PA 19103-4912

7. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties, and this Agreement may be modified only by agreement in writing, signed by the party against whom enforcement of any modification or change is sought.

8. **LAW GOVERNING.** This Agreement shall be governed for all purposes by the laws of, and jurisdiction shall be in the courts of, the Commonwealth of Pennsylvania.

9. **CONFLICTS.** In the event of conflicts between this AGREEMENT and the herein-referenced Confidential Proposal, the provisions of this AGREEMENT shall dominate and govern the duties and obligations of the parties hereto.

10. **EXECUTION.** This Agreement is executed in duplicate. A facsimile signature shall be valid and as fully enforceable as if signed in the original.

11. **AUTHORITY TO CONTRACT.** The PARTY OF THE SECOND PART'S below signed representative expressly represents and warrants that he is, and has been, duly authorized by appropriate action (if required) to enter into this Agreement on behalf of Sprague & Sprague.

GRJ GLO
AWF JWF

IN WITNESS WHEREOF, the parties set their hands and seals hereto the day, month and year first above written.

WITNESSETH:


Justine Shoop

PARTY OF THE FIRST PART:

 /s/ 11/3/08
Allison W. Fisher, Esquire
Legal Counsel
House Democratic Caucus

WITNESSETH:


/s/

PARTY OF THE SECOND PART:

 /s/
Geoffrey R. Johnson, Esq.
Sprague & Sprague

GRJ 
AWF _____