



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 1, 2023

Richard D. Miller, Esquire  
Campbell Durrant, P.C.  
535 Smithfield Street, Suite 700  
Pittsburgh, Pennsylvania 15222  
[REDACTED]

RE: RFP OGC-2022-26  
Pennsylvania State System of Higher Education ("PASSHE")  
Project: Labor Counsel

Dear Mr. Miller:

After evaluation of your proposal in response to RFP #OGC-2022-26 Labor Counsel, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Campbell Durrant, P.C., the primary firm ("Firm") to represent the Commonwealth of Pennsylvania and PASSHE, in the above-referenced matter. It is understood that you will be subcontracting with the Law Office of Nathaniel M. Holmes, LLC throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for legal services related to negotiation, advocacy, and implementation of collective bargaining agreements with unions representing PASSHE's workforce, and other labor relations and employment related legal work as designated by PASSHE or the General Counsel of the Commonwealth.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED].

2. Scope of Services

In this appointment, you will provide legal services related to (1) defending management in grievance arbitrations; (2) defending management in charges of unfair practices before the Pennsylvania Labor Relations Board; and (3) defending PASSHE in matters before the Commonwealth Court relative to petitions for injunctive relief.

The Firm may at any time, be called upon to provide specific services to PASSHE based on specific need, capacity, qualification, or such other circumstances as PASSHE shall determine. This engagement may include other general work as designated by the Chief Counsel of PASSHE or the Governor's Office of General Counsel.

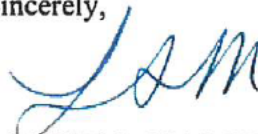
3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Shareholders and Partners will be billed at a rate of \$265.00 per hour; Associates will be billed at a rate of \$215.00 per hour; Paralegals and Law Clerks will be billed at a rate of \$165.00 per hour.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the original by mail to the Pennsylvania State System of Higher Education, Office of Chief Counsel, 2300 Vartan Way, Suite 207, Harrisburg, PA, 17110, Attn: Jeffrey B. Hawkins, Chief Counsel, along with copies via email to [REDACTED] and the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firm to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Sincerely,



**LAURIE A. MALONE**  
Chief of Staff to the General Counsel

Richard D. Miller, Esquire

March 1, 2023

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Accepted on Behalf of the Firm:

By: Richard D. Miller 3.3.23  
Date

President / Shareholder  
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel  
Derek Riker, Deputy Chief of Staff, Office of General Counsel  
Jeffrey B. Hawkins, Chief Counsel, PA State System of Higher Education  
Nathaniel M. Holmes, Esquire, the Law Office of Nathaniel M. Holmes, LLC  
Talia Boyd, Legal Office Administrator, Office of General Counsel





COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 1, 2023

Michael McAuliffe Miller, Esquire  
Eckert Seamans Cherin & Mellott, LLC  
213 Market Street, 8<sup>th</sup> Floor  
Harrisburg, Pennsylvania 17101  
[REDACTED]

RE: RFP OGC-2022-26  
Pennsylvania State System of Higher Education ("PASSHE")  
Project: Labor Counsel

Dear Mr. Miller:

After evaluation of your proposal in response to RFP #OGC-2022-26 Labor Counsel, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Eckert Seamans Cherin & Mellott, LLC, the conflict firm ("Firm") to represent the Commonwealth of Pennsylvania and PASSHE, in the above-referenced matter. It is understood that you will be subcontracting with a DGS verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement, both of which will be selected when a specific engagement is awarded. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

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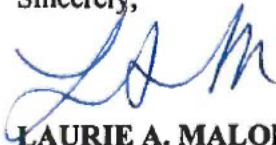
3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Members and Associates will be billed at a rate of \$260.00 per hour; Paralegals and Clerical Staff will be billed at a rate of \$100.00 per hour.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the original by mail to the Pennsylvania State System of Higher Education, Office of Chief Counsel, 2300 Vartan Way, Suite 207, Harrisburg, PA, 17110, Attn: Jeffrey B. Hawkins, Chief Counsel, along with copies via email to [REDACTED] and the Issuing Officer, Jordan M. Kiessling at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

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Sincerely,



**LAURIE A. MALONE**

Chief of Staff to the General Counsel

Michael McAuliffe Miller, Esquire  
March 1, 2023  
Page 3 of 3

Accepted on Behalf of the Firm:

By: Michael McAuliffe Miller 3/6/23  
Date

Labor Counsel  
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel  
Derek Riker, Deputy Chief of Staff, Office of General Counsel  
Jeffrey B. Hawkins, Chief Counsel, PA State System of Higher Education  
Talia Boyd, Legal Office Administrator, Office of General Counsel