



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

February 11, 2025

Daniel T. Brier, Esquire
Myers, Brier & Kelly, LLP
425 Biden Street, Suite 200
Scranton, Pennsylvania 18503
[REDACTED]

RE: RFP OGC-2024-21
Governor's Office of General Counsel ("OGC")
Project: Criminal Law Counsel (Areas 1, 2, 3 & 6)

Dear Mr. Brier:

After evaluation of your proposal in response to RFP #OGC-2024-21 Criminal Law Counsel, by the Office of General Counsel ("OGC"), I hereby appoint your firm, Myers, Brier & Kelly, LLP, the firm ("Firm") to represent the Commonwealth of Pennsylvania and OGC, in the above-referenced matter. 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 Firms to satisfy a need for criminal law counsel legal services that may arise on an *ad hoc* basis.

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

At various times, the Commonwealth or one of its agencies has been required to provide legal counsel or to otherwise defend the interests and/or liberty of one of its agents, officials, or employees in connection with some criminal proceeding, action, investigation or accusation, the inherently urgent nature of which renders the utilization of the competitive bidding process for related legal services unfeasible, and instead necessitates the advanced identification of outside counsel possessing the necessary specialized capabilities. The Firm will aid the Commonwealth in such legal matters, as further outlined below.

The Firm will assist in developing strategies, pre-indictment consultation, investigation and presentation, appear at any required legal proceedings and file any documents necessary and/or appropriate in defense of the Commonwealth's interests. The Firm will similarly be expected to carry any litigation through its preliminary stages and discovery, the initial judicial proceedings until a final verdict or other disposition is rendered, subsequent post-trial matters, and will be considered for handling of any subsequent appeals.

The Firm may be called upon at any time to provide specific services to the Commonwealth based upon specific need, capacity, qualification or any such other circumstances as the General Counsel shall determine. Nothing herein shall in any way limit the discretion of the General Counsel to make assignments to serve the needs of the Commonwealth as deemed appropriate.

The General Counsel reserves the right to make an assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

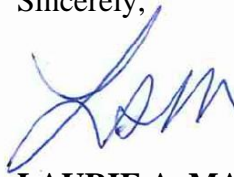
Upon appointment by the General Counsel or her designee, compensation shall be negotiated with the Firm for the appointed engagement, and such compensation shall be included in the appointment letter relating to that specific engagement.

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 correspondence via email to ogc-outsidecounsel@pa.gov, along with a copy to 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 may result in your Firm being dropped from this engagement.

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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

Accepted on Behalf of the Firm:

By:  _____
Date

Partner

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel