

R-34-2014 A Resolution To Approve A Contract For Legal Services With Council, Baradel, Kosmerl & Nolan, P.A.

**City Council of the City of Glenarden, Maryland
2014 Legislation**

Resolution: R-34-2014
Introduced By: Council President Carolyn Smallwood
Co-Sponsors:
Session: Regular Session
Date of Introduction: March 10, 2014

**A Resolution To Approve A Contract For Legal Services With
Council, Baradel, Kosmerl & Nolan, P.A.**

WHEREAS, pursuant to Section 903, "City Attorney" of the City Charter, in addition to the power to appoint the City Attorney, the Council has the power to employ such additional legal consultants as it deems necessary from time to time; and

WHEREAS, the Council has determined that, in the absence of an appointed City Attorney, it is necessary to obtain legal services for certain ongoing matters; and

WHEREAS, the Council has determined that it is in the public interest to appoint the law firm of Council, Baradel, Kosmerl & Nolan, P.A. for legal counsel on various matters, on an as-needed basis; and

WHEREAS, the firm of Council, Baradel, Kosmerl & Nolan, P.A. has provided a proposal for legal services at an hourly rate of \$140.00 per hour, which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Council has decided to appoint the firm of Council, Baradel, Kosmerl & Nolan, P.A. as legal counsel to provide legal advice for ongoing matters on an as-needed basis as determined by the Council on the terms and conditions set out in Exhibit A; and

WHEREAS, this contract shall be awarded pursuant to Section 825 "Professional services exception" of the City Charter.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Regular Session this 10 day of March 2014 as follows:

R-34-2014 A Resolution To Approve A Contract For Legal Services With Council, Baradel, Kosmerl & Nolan, P.A.

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- 43 1. A contract with the firm of Council, Baradel, Kosmerl & Nolan, P.A. for provision of
44 legal services with respect to ongoing matters on an as needed basis to be determined by
45 the Council, at an hourly rate of \$140.00, be and it is hereby approved;
46 2. The Council President be and she is authorized to enter into the contract with Council,
47 Baradel, Kosmerl & Nolan, P.A. in substantially the form attached as Exhibit A.
48 3. The costs for legal services shall be paid from the Council budget line item of the budget.
49 4. Only the Council President, and in her absence the Vice President shall be authorized to
50 contact the attorney at Council expense.
51 5. This Resolution shall take effect immediately upon passage.

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53 Date Approved: March 10, 2014

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55 ATTEST:

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58 Toni Taylor

59 Toni Taylor, Council Clerk

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City Council of Glenarden, Maryland

Carolyn Smallwood

Carolyn Smallwood, President, Ward I

Abstain

Elaine A. Carter, Vice-President Ward II

Judy C. Diggs

Judy Diggs, Councilwoman, At Large

Deborah A. Eason

Deborah A. Eason, Councilwoman, Ward II

James Herring

James Herring, Councilman, Ward I

- NO -

Jennifer A. Jenkins, Councilwoman, Ward III

- NO -

Maxine Phifer, Councilwoman, At Large

**R-34-2014 A Resolution To Approve A Contract For Legal Services With Council, Baradel,
Kosmerl & Nolan, P.A.**

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83 Votes:

84 Yes 4

85 No 2

86 Abstain 1

SUELLEN M. FERGUSON
E-Mail: ferguson@cbknlaw.com
Telephone Extension: 3418

February 26, 2014

PERSONAL & CONFIDENTIAL

Carolyn Smallwood
Council President
City of Glenarden
8600 Glenarden Parkway
Glenarden, Maryland 20706

RE: **Legal Representation**
Our file: 14479/00

Dear Council President Smallwood:

This engagement letter proposal for legal counsel in a number of ongoing matters on an as needed basis as determined by the City Council is sent at your request and is designed to inform you fully of our billing practices and to protect the interests of our firm.

The firm will honor an hourly rate of \$140.00 for work done by its attorneys on your behalf. This rate may be subject to periodic change. You will be notified, of course, of any rate change affecting billings to you. All time expended on your behalf, including meetings, telephone conferences and travel time, will be charged at these rates.

Expenses. In addition, you will be responsible for the payment of all expenses, such as filing fees, telecopier expenses, copying costs, courier services, long distance telephone charges, postage, deposition costs, and other out-of-pocket expenditures. If we pay any such expenses on your behalf, you will reimburse us for them. However, we will not incur any extraordinary expenses without your prior approval.

Billing Policy. We will bill you monthly for fees and expenses and unless other arrangements are made, payment is due upon receipt. Overdue accounts are subject to a late payment charge of 1.5% per month which is 18.0% per year. If an account is overdue more than thirty (30) days, we reserve the right to suspend further services until payment is made; if an account is overdue more than sixty (60) days, we reserve the right to terminate all further services. Amounts received in payment of any unpaid and outstanding balance will be applied first to interest and then to expenses and then to fees for services rendered. The costs of any legal proceedings

125 West Street, 4th Floor, Post Office Box 2289, Annapolis, Maryland 21404

necessary to effect collection of sums due, including but not limited to reasonable attorneys fees, will be your responsibility.

E-Mail Correspondence. While e-mail correspondence is generally a convenient method of communication, it is recognized that there exists the possibility of communications of that sort being lost or not received due to sender error, receiver error, aggressive spam filtering, receiver's failure to access the e-mail, or the like. In the event that an e-mail to the Firm is not responded to within 24 hours, the Client agrees to follow up that e-mail by phone or other means to assure of its receipt by the Firm. Further, it is recognized that the nature of the technology is such that there exists the prospect for the inadvertent publication of e-mails by the Firm and the Client to unintended third party recipients. The Client has weighed the benefits of the use of e-mail correspondence against the risk of unintended publication and, except for cases of intentional acts, waives any claims against the Firm based on inadvertent or unintended cases of publication of e-mails by the Firm or the Firm's staff.

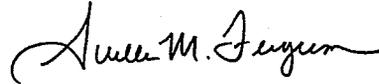
You can terminate your relationship with this firm at any time and for any reason. Of course, you would still be obligated for the payment of our fees for services rendered by us, and disbursements and advances made by us on your behalf prior to such termination.

If you engage us to represent you with respect to other matters, it is understood that any such engagement would be on the same terms as provided herein unless otherwise agreed to in writing.

If these terms meet with your approval, please sign and date the enclosed copy of this letter and return it to us. If you have any questions regarding the terms of this letter, please contact us.

Sincerely,

Council, Baradel, Kosmerl & Nolan, P.A.



By:

Suellen M. Ferguson

The undersigned, by execution of this letter agreement, assent(s) to its terms and conditions.

CITY COUNCIL OF GLENARDEN

By:



Carolyn Smallwood

Title: Council President

SMF:sem