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City of Glenarden, Maryland  
2014-2015 Legislation

Resolution No: R-45-2015  
Sponsor: Carolyn Smallwood, Council President  
Co-Sponsor: \_\_\_\_\_  
Session: Special Session  
Date of Introduction: March 20, 2015

**Resolution to Approve the Appointment of Funk & Bolton, P.A. as the City Attorney  
and to Approve a Legal Services Contract**

**WHEREAS**, the City Council is authorized to appoint a City Attorney pursuant to Article IX "Personnel", Section 903, "City Attorney", of the City Charter; and

**WHEREAS**, the City Council has conducted a bid process for selection of a City Attorney; and

**WHEREAS**; after review of the submissions and interviews with the candidates, the Council has decided to appoint the law firm of Funk & Bolton, P.A., an independent contractor, as the City Attorney; and

**WHEREAS**, the contract for legal services between the City and Funk & Bolton, P.A. as City Attorney is attached to this Resolution as Exhibit A; and

**WHEREAS**, the Council has determined that it is in the public interest to approve this appointment and the contract for legal services.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Glenarden, Maryland, sitting in Special Session this 20<sup>th</sup> day of March, 2015:

1. That the appointment of Funk & Bolton, P.A., as the City Attorney, pursuant to Article IX "Personnel", Section 903, "City Attorney", of the City Charter, be and it is hereby approved.
2. That the contract for legal services, in substantially the form attached, be and it is hereby approved.

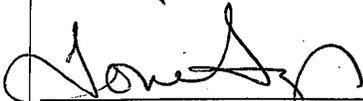
This resolution shall take effect immediately following approval by the Council.

1 R-45-2015 Resolution to Approve the Appointment of Funk & Bolton, P.A. as the City  
2 Attorney and to Approve a Legal Services Contract

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4 Page 2

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6 Date Approved: March 20, 2015

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9 ATTEST:

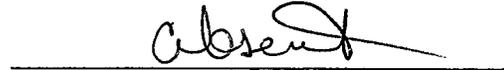
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13 Toni Taylor, Council Clerk

City Council of Glenarden

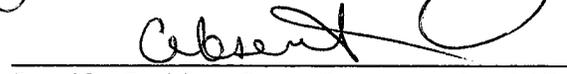
  
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Carolyn Smallwood, President, Ward I

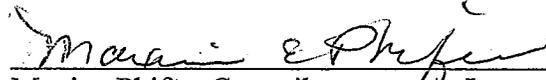
  
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Deborah A. Eason, Vice Chair, Ward II

  
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Elaine A. Carter, Councilwoman, Ward II

  
\_\_\_\_\_  
Judy Diggs, Councilwoman, At Large

  
\_\_\_\_\_  
James Herring, Councilman, Ward I

  
\_\_\_\_\_  
Jennifer Jenkins, Councilwoman, Ward III

  
\_\_\_\_\_  
Maxine Phifer, Councilwoman, At Large

34 Yes 5-  
35 No -0-  
36 Abstain -0-  
37

TO BE PLACED ON FUNK & BOLTON LETTER HEAD

Carolyn Smallwood  
President  
Glenarden City Council  
8600 Glenarden Parkway  
Glenarden, MD 20706

Re: Engagement for Legal Services

Dear Ms. Smallwood:

We are pleased to have been selected to be attorneys for the City of Glenarden ("City") and propose the following terms of engagement. In light of the City's status as a municipal corporation, our firm will provide legal services to the City on a discounted hourly rate basis, with partners billing at the rate of \$185.00 per hour, with senior counsel and firm associates billing at the rate of \$170.00 per hour and paralegals (if any) billing at a rate of \$75.00 per hour. Billing will be by the tenth of an hour (i.e., 6 minute increments) and we will work with you to establish billing matter categories (e.g., "contracts," "building code matters") that are feasible for the firm and meaningful to the City. The rates agreed to will remain in effect until December 31, 2016. Thereafter, the rates may be subject to periodic change based on negotiations with the City.

Public finance (bond counsel or issuer's counsel) services for contemplated financings are typically charged at fixed fees or negotiated rates per transaction and are not included in the discounted rates for City Attorney services specified above. Lindsey A. Rader, the firm's bond counsel, will be happy to consult generally with the City on public finance matters at the then-applicable discounted hourly rate for firm partners. To the extent the City requires bond counsel or issuer's counsel services for a specific financing, the firm will negotiate appropriate compensation with the City based on the type of financing contemplated.

We will charge for time spent traveling to and from City Council meetings and on other matters where travel is required at the stated reduced hourly rates, subject to a round trip cap of one hour.

In addition to legal fees, the City agrees to be responsible for the payment of our firm's out-of-pocket expenses, such as filing fees, deposition costs, expert witness fees, and service of process fees. The City will reimburse our firm for expenses paid on the City's behalf. We agree not to incur any extraordinary expenses without the City's prior approval. Our firm does not charge for mileage or routine internal administrative expenses such as word processing, facsimile transmission, computer research, secretarial help, telephone charges, stationery, supplies, library expense, postage, professional liability insurance costs and similar overhead expenses.

Our firm will submit statements monthly to the City using agreed upon billing matter categories. Payment is due upon receipt.

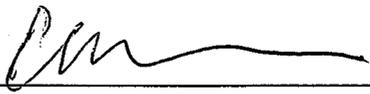
Our firm carries professional liability insurance with coverage limits of \$2,000,000.00. This coverage will be maintained throughout the course of our representation of the City. The firm will indemnify the City from all suits, actions, and claims of any kind resulting from or as a consequence of any act or omission by the firm or its employees or contractors acting under a contract for legal services.

The firm recognizes that, while the City has retained us as general outside counsel, it retains the freedom to engage other firms as outside counsel to represent the City's interests in particular matters should the City decide that doing so is in the City's best interest.

The firm recognizes that this agreement may be terminated by the City at any time and for any reason. The City recognizes that, should it do so, it is obligated to pay for any fees for legal services rendered by our firm, as well as disbursements and advances made by our firm on the City's behalf, within thirty (30) days after termination. If any of such fees, disbursements or advances are in dispute, our firm and the City agree to work in good faith to resolve any such dispute.

By signing below, the City and our firm acknowledge that the terms set forth in this letter are agreed to and acceptable.

FUNK & BOLTON, P. A.

By:   
Elissa Levan

CITY OF GLENARDEN

By:   
Carolyn Smallwood, President