



## Takoma Park City Council Meeting – September 18, 2024 Agenda Item 3

### **Voting Session**

Single Reading Ordinance Approving Contract for the City Attorney

### **Recommended Council Action**

Review the final contract and ordinance and approve adoption

### **Context with Key Issues**

Pursuant to the City's Charter, Article IX Section 902, the Council shall appoint a City Attorney who shall be a member of the bar of Maryland and shall serve at the pleasure of the Council and at such compensation as the Council determines. In addition, the charter states that the "City Attorney shall be the legal adviser of the City and shall perform duties as may be required by the Council."

In January of 2024, the City's current contract with its City Attorney, Karpinski, Cornbrooks, & Karp, P.A., will expire. Following Council's administrative session in July, City staff has worked with the City's Attorney to finalize a renewal contract for a term of three years, with the option to renew for up to two additional one-year terms.

Additional changes from the current legal services agreement are as follows:

- Minor updates in term dates, language tense, and points of contact
- Added a Fee Schedule attachment and modified the fee structure to include rate increases annually in order to smooth budget impacts during contract years
- Simplified compliance language to reference relevant statutes where applicable
- Removed the annual evaluation language as Council has the right to conduct this evaluation at any time

### **Council Priorities**

Advancing a Community of Belonging; Fiscally Sustainable Government; Environmentally Sustainable Community; Engaged, Responsive, Service-Oriented Government; Community Development for an Improved and Equitable Quality of Life.

### **Environmental Considerations**

The City Attorney plays a critical role in the City team in advancing the City's environmental sustainability goals.

### **Fiscal Considerations**

None. The updated fee terms are well within the City's FY25 budget.

### **Racial Equity Considerations**

This contract is the extension of a competitively open bid process from 2019.

## **Attachments and Links**

KCK Contract

Fee Schedule

Ordinance

Introduced by:

Single Reading

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE 2024-**

**AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
FOR MUNICIPAL LEGAL SERVICES (CITY ATTORNEY)**

WHEREAS, the City of Takoma Park issued a request for proposals for municipal legal services (City Attorney) in July 2019; and

WHEREAS, after evaluation of the proposals received and interviews with three firms, the City Council determined that the City will be best served by Karpinski, Colaresi & Karp, P.A.; and

WHEREAS, over the past five years, Karpinski, Colaresi & Karp, now Karpinski, Cornbrooks & Karp, P.A. have successfully served as the City Attorney's for the City; and,

WHEREAS, the City desires to enter into a renewal contract for a term of three years, with the City's option for up to two additional one-year terms, under largely the same contract terms as the expiring agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The law firm of Karpinski, Cornbrooks & Karp, P.A. will be appointed by the Council to serve as City Attorney for the City of Takoma Park.

SECTION 2. The Mayor is authorized to execute a Contract for Legal Services (City Attorney) with the law firm of Karpinski, Cornbrooks & Karp, P.A for a term of three years with the City's option for up to two additional one-year terms.

SECTION 3. This Ordinance shall become effective upon adoption.

THIS ORDINANCE IS ADOPTED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND, THIS 18TH DAY OF SEPTEMBER, 2024 BY ROLL-CALL VOTE AS FOLLOWS:

AYE:

NAY:

ABSTAIN:

ABSENT:

KCK Proposed Rates for Takoma Park  
January 2025 through December 2029

**Year 1**

January 3, 2025 to June 30, 2026 (rates remain \$225/\$175/\$95)

July 1, 2025 through January 2, 2026 (Increase Partner/Associate \$25/\$25)

Partner	\$250 per hour
Associate	\$200 per hour
Paralegal	\$95 per hour

**Year 2**

January 3, 2026 to January 2, 2027 (Increase Partner/Associate \$10/\$10)

Partner	\$260 per hour
Associate	\$210 per hour
Paralegal	\$95 per hour

**Year 3**

January 2, 2027 to January 3, 2028 (Increase Partner/Associate/Paralegal \$5/\$5/\$5)

Partner	\$265 per hour
Associate	\$215 per hour
Paralegal	\$100 per hour

**Year 4**

January 2, 2028 to January 3, 2029 (Increase Partner/Associate \$5/\$5)

Partner	\$270 per hour
Associate	\$220 per hour
Paralegal	\$100 per hour

**Year 5**

January 3, 2029 to January 2, 2030 (Increase Partner/Associate \$5/\$5)

Partner	\$275 per hour
Associate	\$225 per hour
Paralegal	\$100 per hour

Travel time rate will still be capped at two hours, but adjust per year based on the partner rate.

**CITY OF TAKOMA PARK, MARYLAND  
AGREEMENT  
GENERAL MUNICIPAL LEGAL SERVICES**

**Independent Contractor: Karpinski, Cornbrooks & Karp, P.A.  
Contract Term: January \_\_, 2025 through December 31, 2027**

This Agreement for General Municipal Legal Services (“Agreement”) is effective this \_\_\_\_ day of January, 2025 , (“Effective Date”) by and between the City of Takoma Park (“City”) and the law firm of Karpinski, Cornbrooks & Karp, P.A. (“Firm”).

**I. Appointment.**

The City hereby engages, as an independent legal consultant and not as an agent or employee of the City, the Firm as the City Attorney, and the Firm hereby accepts such work, subject to the terms and provisions of this Agreement.

**II. Term.**

The term (“Term”) of this Agreement is three years from the Effective Date. The Term may be extended at the City’s option for up to two additional one-year terms.

**III. Scope of Services.**

Partner E.I. Cornbrooks, IV, will provide the lead attorney services to the City in accordance with Article IX, Section 902 of the City of Takoma Park Charter. The services of other attorneys, paralegals, and staff will be provided when appropriate for the level of legal services required and when in the best interest of the City.

The Firm and its attorneys are required to be knowledgeable in a variety of legal areas, including but not limited to:

- General municipal law
- General state and federal laws relating to municipal government
- Contract and procurement law

- Ordinance and resolution interpretation
- Trial/Litigation activity
- Labor and employment matters (including negotiations with collective bargaining units)
- Real property and development matters
- Planning, zoning, housing

The legal services that may be required for the City include, without limitation, the areas

listed below:

- Participate with City Staff in Legal Project Management (LPM) system or plan so that legal requests and performance can be tracked
- Attendance at City Council meetings and work sessions as requested and at any other City board, commission or committee meeting as required by City Council or City Manager. (Attendance at every City Council meeting is not required.)
- Drafting of ordinances, resolutions, agreements, and correspondence as requested, including assistance in maintenance of the City Code.
- Meetings and/or communications with and advising Mayor, Council Members, City Manager, and City staff on general legal matters.
- Drafting and/or review of municipal contracts, including franchise agreements.
- Drafting and/or review of documentation related to personnel matters.
- Support for Council-appointed bodies such as the Takoma Park Tree Commission, Commission on Landlord-Tenant Affairs (COLTA), Noise Control Board, Board of Elections, Ethic Commission, and Police Pension Board.
- Representation of the City in acquisition of property matters for public improvements, special assessment appeals, easements, parks, and the like.
- Research and submission of legal opinions on municipal or other legal matters requested by City staff or City Manager and availability to answer staff questions by telephone or email.
- Provision of written status reports on current litigation and unresolved matters as requested.
- Written updates on new County, State or Federal legislation or judicial decisions impacting the municipality and suggested actions or changes in operations or procedures to assure compliance.
- Legal work pertaining to land use issues including property disposals, public improvements, easements, dedications and rights-of-way and property vacations.
- Advice on municipal codes, zoning regulations and building standards.
- Defending the City in litigation, except in those cases where insurance companies are required to exclusively provide defense, or where the City chooses to hire specialized or other legal services.

- Working cooperatively with insurance companies as needed on litigation cases and other matters.
- Reviewing bonds, deeds, securities and insurance requirements required by or for the City contracts and activities.
- Review franchise agreements with cable and telecommunications companies; provide legal work and advice related to telecommunications.
- Conduct legal training for staff and elected officials.
- Working on any other ad hoc legal services needed.

The Firm will provide up to one hour of attorney time for inquiries from individual Councilmembers, without prior approval by the City Council. The frequency of such inquiries should be up to approximately twelve (12) per year per Councilmember. This limitation does not include legal requests for City Attorney services made with the approval of a majority of the City Council.

The City reserves the right, in its sole and absolute discretion, to utilize the services of other legal service providers at its option as it deems necessary. If requested, the Firm will negotiate the legal fees that are payable for these services, subject to approval by the City Manager.

#### **IV. Fees and Costs.**

A. Fees. The Firm will provide legal services to the City in accordance with the Fee Schedule attached hereto and incorporated herein as Exhibit A. Billing will be by the tenth of an hour (i.e., 6-minute increments). Billing matter categories (e.g., "contracts," "building code matters") that are feasible for the Firm and meaningful to the City will be established. The Firm will submit statements monthly to the City using the agreed upon billing matter categories.

No more than two hours at the partner hourly rate will be charged in travel time for any individual meeting.

The City retains the right from time to time to negotiate with the Firm a flat fee or a cap

for a particular project. For any significant projects or projects that the City Attorney expects will exceed 20 hours of time, the City will receive an estimated budget for the work before the firm proceeds, which will be subject to negotiation and mutual agreement.

B. Costs. The City will pay the Firm's out-of-pocket expenses, such as filing fees, deposition costs, expert witness fees, and service of process fees. The City will reimburse the Firm for expenses paid on the City's behalf. The Firm will not incur any extraordinary expenses without the City's prior approval. The Firm will not charge for mileage or routine internal administrative expenses such as word processing, research tools, secretarial help, telephone charges, stationery, supplies, library expense, professional liability insurance costs and similar overhead expenses.

V. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

- A. KCK Fee Schedule 2025 to 2029;
- B. Required affidavits and certifications; and
- C. Certificates of insurance.

In the event of a conflict among the Contract Documents, this Agreement shall prevail.

VI. **Other Payments; Expenses; Taxes.**

The City will not be responsible for any cost or expenses of operation of any kind associated with Firm's provision of services pursuant to this Agreement, except as set out herein. Firm shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Firm in connection with the performance of its obligations under this Agreement.



It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Firm, as an independent contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Firm is deemed not to be an independent contractor by any local, state or federal governmental agency, Firm agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

**VII. Insurance.** The Firm will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, automobile liability insurance and workers' compensation insurance with limits of not less than those set forth below. On each policy, Firm will name the City as an additional insured, with the exception of the workers compensation insurance and errors and omissions insurance.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Professional Errors and Omissions Insurance. The Firm shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate.

- C. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.)
- D. Workers' Compensation Insurance. Firm shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

The Firm covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Firm on behalf of the City under this Agreement. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Provision of any insurance required herein does not relieve the Firm of any of the responsibilities or obligations assumed by the Firm in the contract awarded, or for which the Firm may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

**VIII. Indemnification.**

The Firm shall indemnify and save harmless the City, its officers, officials, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or willful act or omission on the part of the Firm, its agents, servants, employees and subcontractors. The Firm, through its attorneys, employees and contractors, will work for the City as an independent contractor and will be responsible for resolving claims of any

kind resulting from or as a consequence of any negligent or willful act or omission by the Firm, its attorneys, employees and contractors related to services to be performed under this Agreement.

**IX. Licenses, Applicable Laws.**

Firm will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services provided by Firm shall conform to all applicable laws and regulations.

**X. Subcontractors.**

The Firm may not assign or sublet the contract services or any part thereof without the prior written consent of the City Manager, or duly appointed representative. The Firm must request approval in writing for any such assignment or subcontracting, including the name of such assignee or subcontractor(s), the specific services or materials to be furnished by such assignee or subcontractor, the assignee or subcontractor's place of business, and other information as the City Manager may require.

**XI. Construction and Legal Effect.**

This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto. This Agreement will be construed under the laws of the State of Maryland, with the exception of its conflict of laws provisions.

**XII. Termination.**

The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest, subject to the City Attorney's ethical obligations under the Maryland Lawyers' Rules of Professional Conduct, and subject to legal restrictions upon the withdrawal of

counsel from litigation matters. The City will be liable to the Firm only for services furnished prior to the effective date of such termination. The Firm shall provide at least 60 days prior written notice to the City of its intent to terminate this Agreement.

**XIII. Living Wage Requirements.**

This Agreement is governed by the City’s living wage requirement for service contracts. The living wage rate is adjusted as of July 1 of each year to reflect the most current Montgomery County living wage rate and shall be applicable to this Agreement.

**IN WITNESS WHEREOF**, the parties have set their hands and seals.

Witness

City of Takoma Park

By: \_\_\_\_\_  
Jessie Carpenter, City Clerk

By: \_\_\_\_\_  
Talisha Searcy, Mayor

Witness

Karpinski, Cornbrooks & Karp, P.A.

By: \_\_\_\_\_

By: \_\_\_\_\_  
E.I. Cornbrooks, IV