

Introduced by: Councilmember Smith

CITY OF TAKOMA PARK, MARYLAND

RESOLUTION 2013-70

ENDORISING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

WHEREAS, the City anticipates receiving Community Development Block Grant (CDBG) funds from Montgomery County during FY15 as a pass through from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the CDBG Review Committee, responsible for the initial review of requests for funding, have recommended the award of CDBG funds for the following projects: "Catching Up Program" (African Immigrant and Refugee Foundation), "Micro-enterprise Development in the Local Food Network" (Crossroads Community Food Network), "Smart Choices with Emotions" (YMCA); and the "Flower Avenue Green Street" (City of Takoma Park); and

WHEREAS, during a public hearing held on October 7, 2013, the Council heard testimony on the needs of Takoma Park's low- and moderate-income residents and the general parameters of the Community Development Block Grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND that the following CDBG eligible projects have been accepted for consideration for funding in FY15:

Flower Avenue Green Street	\$106,250
Catching Up Program	\$5,000
Microenterprise Development	\$6,480
Smart Choices with Emotions	\$7,270

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to the forward the approved projects to Montgomery County Department of Housing and Community Affairs for further review, to execute any documents, and take any action necessary to carry out the intent of this resolution.

Adopted this 18th day of November, 2013.

ATTEST:

Jessie Carpenter, CMC
City Clerk

CONTRACT BETWEEN THE

CITY OF TAKOMA PARK, MARYLAND

AND SILBER, PERLMAN, SIGMAN & TILEV, P.A.

The City of Takoma Park, Maryland (hereinafter referred to as "City"), a municipal corporation, 7500 Maple Avenue, Takoma Park, Maryland 20912, hereby retains the law firm of Silber, Perlman, Sigman & Tilev, P.A. (hereinafter referred to as "City Attorney"), 7000 Carroll Avenue, Suite 200, Takoma Park, Maryland 20912-4437, to provide legal services to the City on the terms and conditions set forth in this Contract.

I. Legal Services.

City Attorney agrees to perform legal services for the City, and the City agrees that it will refer all its legal work to City Attorney, except as stated in Article II.A. below. This includes, but is not limited to, legal services in connection with the following areas (as requested by the City and subject to the budgetary constraints of the City):

- Legislative drafting, including work on Charter, Code, ordinances, and resolutions.
- Advice to the Mayor and Council and attendance at City Council meetings, as needed.
- Draft, review, or give advice on municipal contracts, procurement, agreements, and other legal documents.
- Ethics, open meetings, and public information act issues.
- Community and economic development, including tree preservation, land use, master plan, and zoning issues.
- Housing matters, including rent stabilization, landlord-tenant affairs, and code enforcement.
- Personnel and labor relations matters, including collective bargaining (in coordination with labor counsel).
- Prosecution of municipal infractions, civil suits, and/or administrative proceedings brought by the City, and defense of administrative appeals, lawsuits and claims brought against the City (except for cases and claims covered by the City's insurance where City Attorney's role is to oversee and monitor such cases).
- Such other services, legal or otherwise, as directed by the Mayor and City Council or the City Manager (or his or her designee).

II. Term of Contract.

A. City Attorney shall serve at the pleasure of the City Council. Either party may terminate this Contract by giving sixty (60) days written notice to the other party of its intention to terminate this Contract and its reasons therefor. The terminating party shall allow the other party to respond to any reasons given in the termination notice. Nothing in this section shall be interpreted to limit the right of either party to terminate the Contract for any reason upon compliance with the notice provisions of this section, nor shall this section be interpreted to limit the City's right to utilize other legal counsel on specialized matters which City Attorney

either does not handle or declines to handle, after consultation with the City Attorney. Termination of this Contract shall not affect any fees or expenses due or owed by the City to City Attorney.

B. This Contract replaces the contract for City Attorney's services made as of August 11, 2011, between the City of Takoma Park, Maryland, and Silber & Perlman, P.A.

III. Reviews.

A. The City shall conduct performance reviews of the City Attorney's work on an annual or other as it deems necessary; however, the failure to conduct such reviews shall not affect the validity of this Contract.

B. The City also shall annually review, and renegotiate as appropriate, the monetary terms of this Contract.

IV. Attorney's Fees and Expenses.

A. The following rates shall apply to the work performed by the City Attorney:

1. Legal services performed by the City Attorney on behalf of the City shall be paid at the rate of \$175.00 per hour effective for services performed on or after December 1, 2013. Hourly time charges include, but are not limited to: court or administrative hearing appearances, telephone calls, conferences, Council and staff meetings, travel, depositions, legal research, review of file materials or documents sent or received, correspondence, preparation time, drafting time, and any other services deemed necessary to perform the legal services set forth in this Contract.

2. Paralegals and law clerks on the staff of the City Attorney shall be paid at a rate of \$75.00 per hour for work performed on behalf of the City.

3. The City shall pay reasonable and necessary expenses, including, but not limited to, court costs, administrative agency fees, service of process charges, investigative fees, expert witness fees, photocopy expenses, fax, messenger and delivery charges, computer-assisted research, long-distance calls, mileage, and other expenses.

B. City Attorney shall bill for legal services and expenses on a monthly basis. All statements shall be due within 30 days of the date of the statement.

V. Professional Activities and Training.

A. Training and Professional Development. City Attorney may be included in City staff training, Council retreats, and similar programs.

B. Conferences, membership fees. The parties recognize and acknowledge that to be effective, City Attorney needs to attend and/or join certain municipality-related professional activities, educational programs, and organizations. Participation will be at the discretion of City Attorney and attendance and/or membership fees for such activities, education programs, and/or organizations shall be paid by the City when the City deems City Attorney's participation to be in its best interests. For example, the City agrees to pay City Attorney's expenses to attend the Maryland Municipal League (MML) Annual Convention, the MML Legislative Conference, and also to pay City Attorney's membership dues to the International Municipal Lawyers Association and the MML Maryland Municipal Attorneys' Association.

VI. Miscellaneous.

A. It is understood that this Contract does not create an employment relationship and that City Attorney has an independent private law practice. There shall be no restrictions on the City Attorney's private practice of law, other than all applicable professional responsibility prohibitions against conflicts of interest.

B. This Contract shall be governed by and interpreted in accordance with the laws of the State of Maryland.

C. The foregoing provisions constitute the complete agreement between the parties with respect to the subject matter of this Contract. No modification, waiver, or amendment of any of the terms of this Contract shall be effective unless it is in writing and signed by both parties. This Contract shall be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Contract effective on the 1st day of December, 2013.

SILBER, PERLMAN, SIGMAN & TILEV, P.A.

Jessie Carpenter
Witness

By: Susan Silber (SEAL)
Susan Silber, City Attorney

Date signed: Dec 3, 2013

CITY OF TAKOMA PARK, MARYLAND

Jessie Carpenter
Witness

By: Brian Kenner (SEAL)
Brian Kenner, City Manager

Date signed: DECEMBER 3, 2013