

**Open Work Session  
Legal Services for Wicomico County  
October 1, 2019**

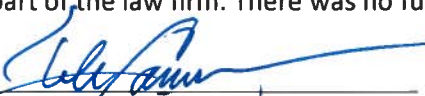
Mr. Culver, County Executive, came before Council and said they need to get Mr. Nick Rice before Council to tell Council what they have done as far as procurement. He clarified, Mr. Rice talked to the State Procurement Officer, and he thinks Council all needs to know what his feelings are on that. He said they did what Council wanted them to do as far as putting out an RFP, and they got the bids, but Mr. Wilber's firm won the bid hands down. Mr. Cannon clarified, Council never said they wanted the Executive to put out an RFP, they said they wanted him to advertise for the position. He then asked Mr. Taylor if an RFP is required for legal counsel, to which Mr. Taylor responded, no. Mr. Cannon said that is probably why Council did not respond to Mr. Rice's letter because an RFP is not required, and Council just simply wanted him to advertise. Mr. Culver said they got it out there as much as they could per Council's request, but his point is that now they have to go ahead and follow the procurement calls they did. He said he wants Mr. Rice to come before Council and answer that because he is the one who has all of the qualifications in procurement. Mr. Cannon again clarified, Council read Mr. Rice's letter, and the bottom line is the law firm that is being recommended is the same law firm Council had fired, and it would be highly irregular for Council to turn around and make an agreement that they are going to agree to hire the same legal counsel they had just fired the week before, to which Mr. Culver responded, without good cause. He clarified, nobody has given them any cause, to which Mr. Cannon responded, they do not need good cause, the Charter does not require good cause. He clarified, State Law does not require good cause. Mr. Culver said that is what Mr. Cannon says, but he says different, to which Mr. Cannon responded, that is what the law says, and it is not his definition. Mr. Culver said there are definitions within personnel manuals and that type of thing that they have to go by as far as that, so there is nothing for them to discuss tonight from their side view. He said they appreciate Council's time, and look forward to working with Council on other items. Mr. Culver then left the meeting.

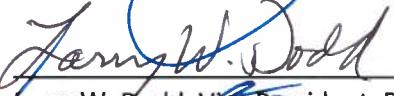
Mr. Cannon said, as everyone can see, they are not going to have a discussion on legal services for Wicomico County. He said he would like to remind the Executive that they have limited time on this process before the 90 days expires, and, since Mr. Wilber is in the audience, he is sure he recognizes that. He then asked Mr. Wilber to come to the table, and Mr. Wilber came before Council.

Mr. Cannon said the reason they scheduled this Work Session is no different than the letter that was issued about a week or two ago. He then apologized for addressing this with Mr. Wilber and said, but, of course, the Executive Branch will not review this with Council. He explained, Council feels there is a very huge concern with the fact that they are only about 30 days out from the 90-day extension that was initially established. He said Council does not want to fall back into the same set of circumstances they had two months ago where the Executive Branch was up in arms and extremely concerned about the fact that they were not able to finish their legal obligations within a limited amount of time, so 90 days was extended, but the 90 days is 30 days away. He said Council is just trying to emphasize the fact that they are looking for some resolution to that because, after 90 days, Mr. Wilber's firm, as he understands it, would not qualify to continue after that period of time. He then asked Mr. Wilber if that is correct, to which Mr. Wilber responded, as far as the appointment process, he thinks that needs to be addressed with the Executive as that is beyond his scope. He said, as far as interpretation about the Charter that

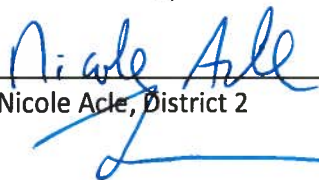
affects his contract, he thinks both Council and the Executive should seek their own counsel on that. Mr. Cannon clarified, he does not want to put Mr. Wilber on the spot, but, once the 90 days expire, his firm, understanding the law and recognizing that, his concern would be, unless the County were to grant some extension, he thinks it would be compromising the integrity of his firm if he were to continue on past the 90 days. He said he thinks he can speak just for the circumstances that developed, and he just says that very objectively, not understanding the law, but as he can interpret the difference between right and wrong, and the intent of the Charter. Mr. Wilber said he hears Mr. Cannon, to which Mr. Cannon responded, he appreciates it. He then thanked him.

Mrs. Acle asked, if someone else in Mr. Wilber's firm were to be appointed to replace him, would that be a conflict, as she knows with physicians being in larger groups there is less liability insurance, so she would assume that is the same with attorneys, to which Mr. Wilber responded, someone else in the firm is part of the law firm. There was no further discussion.

  
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John T. Cannon, President

  
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Larry W. Dodd, Vice President, District 3

  
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Ernest F. Davis, District 1

  
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Nicole Acle, District 2

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Josh Hastings, District 4

  
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Joe Holloway, District 5

  
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William R. McCain, At-Large

  
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Laura Hurley, Council Administrator