

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2020 Legislative Session

Legislative Day No. 23

Resolution No. 116-2020

Introduced by: The President of the Council at the Request of the Acting County Executive

A RESOLUTION CONFIRMING THE APPOINTMENT OF PAUL D. WILBER, ESQ. AS THE COUNTY ATTORNEY AND APPROVING THE ENGAGEMENT OF THE LAW FIRM WEBB, CORNBROOKS, WILBER, VORHIS, DOUSE & MATHERS, LLP TO SERVE AS THE COUNTY'S DEPARTMENT OF LAW.

WHEREAS, Paul D. Wilber, Esq., together with other attorneys affiliated with the law firm Webb, Cornbrooks, Wilber, Vorhis, Douse & Mathers, LLP (hereinafter, the "Firm") has been acting as the County Attorney without having been duly appointed as such in accordance with the Wicomico County Charter; and

WHEREAS, on September 2, 2020 the Acting County Executive submitted Mr. Wilber for appointment to serve as the County Attorney and, together with attorneys and other persons affiliated with the Firm to constitute the County's Department of Law, to be administered by Mr. Wilber in accordance with section 507 of the Charter; and

WHEREAS, for that purpose the Acting County Executive has recommended that Council approve the engagement of the Firm to serve as the County's Department of Law under the terms of the attached Engagement Agreement for County Law Department Services, dated October 20, 2020, which has been signed by the Firm; and

WHEREAS, based upon the recommendation of the Acting County Executive, the Council believes that is appropriate and in the best interest of the County to confirm the appointment of Mr. Wilber as the County Attorney and approve the engagement of the Firm to serve as the County's Department of Law.

NOW, THEREFORE, the Wicomico County Council does hereby:

1. Pursuant to subpart A of section 315 of the County Charter, confirm the appointment of Paul D. Wilber, Esq. as the County Attorney, and
2. Approve the engagement of the Firm identified above as the County's Department of Law under the terms of the attached Engagement Agreement for County Law Department Services and authorize the Acting County Executive to sign and return a copy to the Firm.

Subject to section 507 of the Wicomico County Charter, which shall govern the appointment and engagement and prevail in the event of any conflict or inconsistency with the letter, and section 413 of the Charter.

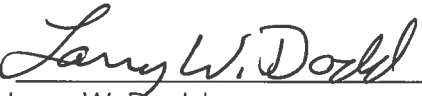
Done at Salisbury, Maryland, this 20th day of October, 2020.

ATTEST:

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND



Laura Hurley,
Council Administrator



Larry W. Dodd,
Council President

CERTIFICATION

This Resolution was Adopted ____, Adopted with Amendments , Failed ____, Withdrawn ____ by the County Council on October 20, 2020.

Certified by 

Laura Hurley, Council Administrator

Amended

ENGAGEMENT AGREEMENT
FOR
COUNTY LAW DEPARTMENT SERVICES

Dated: October 22, 2020

This states the terms for the engagement of Webb, Cornbrooks, Wilber, Vorhis, Douse & Mathers, LLP (the "Firm") to provide legal and other related services as Wicomico County's Department of Law, to be administered by Paul D. Wilber, Esq. effective upon confirmation of his appointment as the County Attorney by the Wicomico County Council and its approval of the engagement of the Firm hereunder. The Firm and Mr. Wilber understand that the appointment and the engagement will be subject to section 507 of the Wicomico County Charter, which specifies the functions, representations, and other services to be provided by the Firm and administered by the County Attorney, and section 413 of the Charter.

As the County Attorney, Mr. Wilber will be the attorney responsible for handling each matter. However, he may assign work to David Douse, Andrew Illuminati, Michael Mathers, and other lawyers, paralegals, and other non-lawyer personnel to assist with a matter. Neither Mr. Wilber nor those others will be employees of the County.

The Firm will bill attorney time on an hourly (\$170) basis and paralegal time on an hourly (\$90) basis, in one-tenth hour increments. In addition, Wicomico County will be billed for out-of-pocket expenses incurred by the Firm or funds advanced by it on behalf of the County in connection with its services. These expenses and charges may include required or other reasonable court costs, transportation costs, messenger fees, long-distance calls, postage, photocopying, and filing fees, and other fees or costs reasonably required for a particular matter or expressly approved by the County in advance, but will not include (except with such approval) secretarial, clerical or research services, expert or other professional services or advice or general office or other expenses of the Firm. The required approval for an expense or advancement of funds that may or will exceed \$2,500 must be approved by the County Executive, with notice to the County Council.

The Firm will send to the Finance Office and County Council Administrator monthly invoices on the various matters for fees and expenses incurred on behalf of the County and posted during the month, which shall be deemed to be proper in all respects (other than a billing error resulting in overcharge) except for any questioned or disputed charge or expense for which the Firm is notified in writing by twenty (20) days after receipt of an invoice, when it shall become due and payable in full or as reduced by any questioned or disputed amount. If a question or dispute as to fees and charges is not resolved, the matter will be submitted to the Bar Association of Wicomico County, Maryland, Fee Arbitration Committee or any other agreed-upon arbiter, and that the arbiter's decision on the matter shall be final and binding upon the parties. Both the County Executive and the County Council are aware that the monthly invoices may contain information which is protected by attorney-client privilege and that information shall be designated on the invoices.

The Firm will not represent any client in a matter that is or may be adverse to Wicomico County without the express approval of the County Executive and the County Council. If the Firm is engaged or requested to become engaged for the County in a matter that is or may be adverse to a client of the Firm or an immediate family member, officer, or owner of such a client, the Firm shall notify the County Executive and the County Council of those details promptly upon becoming aware of them and, upon request by the County Executive or the Council will withdraw from (or not become engaged in) the matter.

Either party shall have the right to terminate the agreement pursuant to Section 507 of the Wicomico County Charter, by written notice to the other, whereupon the County shall be responsible for all fees, charges, and expenses incurred prior to termination, which may be extended by the County for up to ninety (90) days after the receipt of such notice, provided that such extension is stated in a notice submitted by the County requested by the County in writing delivered to the Firm within ten (10) days following receipt of its notice by the County Executive and County Council. In the event court approval is needed for the Firm's attorney(s) to withdraw an appearance for the County, it will remain responsible for all fees, charges, and expenses for services reasonably required and provided in the proceeding following termination of the engagement until any required court approval for the withdrawal is obtained, but the Firm shall not provide any other services following the termination unless expressly approved in advance by the County Council at the request of the County Executive.

Information, Documents, and other Material (collectively, "material"). The following enumerated paragraphs shall apply during the engagement and for five (5) years thereafter.

1. The Firm agrees and understands that because in this engagement it will be serving as the County's Department of Law all information, research, analysis, work product and documentary or other material in any format, including emails, and records now or hereafter received or created by the Firm in that capacity, other than its administrative records (such as time records), shall be property of the County and may not be disposed of or destroyed without the County's consent, except for material that is incorporated into other material, such as drafts that are incorporated in revised documents. Upon termination of the engagement and otherwise as requested by the County it may promptly review all such material and obtain a copy thereof for which the Firm shall receive the reasonable cost, if any, to reproduce the requested material. From time to time, the Firm may identify and thereafter discuss with the County any material that the Firm desires to dispose of and provide to the County such material as it requests before disposing of the remainder. The Firm's obligations under this paragraph shall pertain to any material that the Firm possesses on the date of this letter from its prior services for the County.


2. The County Council, acting by its administrator and/or other designee(s) participate in discussions and make requests regarding the material and/or disposal thereof by the Firm, which shall provide notices in that regard to the Council Administrator.

3. The County agrees and understands that the Firm may maintain a file in connection with the engagement exclusively, or primarily, in an electronic format. This means that the Firm may convert paper documents generated or received by it into an electronic format, and, except as described herein, destroy or otherwise dispose of the originals. All material that the Firm converts to electronic format shall be in a common format that is readable on ordinary office computers in open source programs, such as Adobe Acrobat ("pdf") format, "jpeg" or "jpg" format, or standard Microsoft Office file formats ("doc" or docx", "xls" or "xlsx", etc.).

4. The Firm will maintain the confidentiality of material in its possession or custody as required by the applicable Rules of Professional Conduct.

This document contains the entire agreement for the engagement. All prior and contemporaneous agreements, written or oral, are merged into this agreement.

WEBB, CORNBROOKS, WILBER, VORHIS,
DOUSE & MATHERS, LLP

By  (SEAL)
Paul D. Wilber, Esquire

WICOMICO COUNTY, MARYLAND

By _____ (SEAL)
John D. Psota,
Acting County Executive