

The Town of Upper Marlboro

RESOLUTION: 2022-13
SESSION: Regular Town Meeting
DATED: July 26th, 2022

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO TO RETAIN LEVAN RUFF, LLC, FOR ANNEXATION SUPPORT.

WHEREAS, pursuant to Section 82–56 (Purchasing and Contracts) of said Charter, all expenditures for contracts and purchases with an anticipated cost of more than ten thousand dollars (\$10,000) shall be subject to competitive sealed bidding unless the Board, by unanimous vote of the full Board, finds another method of procurement to be more advantageous; and

WHEREAS, Ordinance 2011-02 (Procurement), Section 4(b) states that upon having obtained three (3) quotes or proposals “[a]ll procurements between \$10,000 and \$ 2,000 shall be approved by the Board,” and

WHEREAS, the Town Board of Commissioners, after reaching out to several Maryland-based municipal law firms and reviewing submitted proposals, hereby finds that sufficient funds have been appropriated for Legal Services in the FY2023 Budget, and Levan Ruff, LLC, a Maryland Corporation is a responsible offeror, in good standing with the State, whose proposal is the most advantageous to the Town taking into consideration price and the other evaluation factors.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro, sitting in regular session this 26th day of July, 2022, that the Town Board of Commissioners hereby authorizes the President to sign the Engagement for Legal Services dated July 7th, 2022, from Levan Ruff LLC for the amount not to exceed \$205.00/hr. with an increase to \$225.00/hr. in FY2024. annually and to execute any relevant contract documents.

AND, BE IT FURTHER RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro, that the Town Administrator shall obtain proof of insurance and a reasonable release and waiver of liability form signed by the Contractor as deemed necessary to protect the Town and carry out the performance of the project or tasks described herein prior to the execution of the proposal or contract approved herein.

Attest:

THE TOWN OF UPPER MARLBORO
BOARD OF COMMISSIONERS

Sarah Franklin, President

Janice Duckett, Commissioner

Charles Colbert, Commissioner

Karen Lott, Commissioner

John Hoatson, Town Clerk

Thomas Hanchett, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Resolution, and that said Resolution is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this 26th day of July, 2022.

John Hoatson, Town Clerk

Attachment A: Engagement for Legal Services Relating to Annexation Dated 7/7/2022

Attachment A



Levan Ruff, LLC
2007 Tidewater Colony Drive
Annapolis Maryland, 21401

Karen P. Ruff, Esq.
443-853-9008
Kruff@Levanruff.com

July 7, 2022

The Honorable Sarah Franklin
Town of Upper Marlboro
Town Hall
14211 School Lane
Upper Marlboro, Maryland 20772

Re: **Engagement for Legal Services Relating to Annexation**

Dear Mayor Franklin:

Levan Ruff LLC appreciates the opportunity to represent the Town of Upper Marlboro with respect to annexation matters. We agree to provide our services at a discounted hourly rate of \$205.00 for my time and for that of other principals of the firm. As stated in my May 26, 2022 e-mail to you, this rate will apply to Fiscal Year 2023 and will increase to \$225 per hour for Fiscal Year 2024. Thereafter, the rate may be subject to an annual adjustment. Of course, we would discuss with the Town any rate change affecting billings to the Town in advance. We bill in one-tenth hour increments

We do not bill for other expenses incurred in the ordinary course of business (such as postage, facsimiles, telephone service charges, copies, legal research services), although charges for couriers, express mailings, outside professionals (such as court reporters, title companies, or expert witnesses and such), recordation of documents and other extraordinary expenses would be billed at their actual cost.

We will invoice the Town monthly for fees and expenses. Our statements will be delivered in a format acceptable to the Town via electronic mail. Invoices are due within thirty (30) days of the date thereof.

It is understood the Town may terminate its relationship with Levan Ruff LLC at any time and for any reason, in which case it would be obligated only for the payment of fees for services rendered by us and disbursements and advances made by us on the Town's behalf prior to such termination.

Levan Ruff LLC may terminate the relationship upon 60 days' notice, unless it lacks qualified personnel to continue the representation, in which case the firm will provide such notice as is practical.



If the terms of this engagement letter are acceptable, please so indicate by completing the acknowledgment below and returning a duplicate of this letter to my attention. If you have any questions regarding the terms of this letter, please contact us.

Sincerely,

Levan Ruff LLC

A handwritten signature in blue ink, appearing to read 'Karen P. Ruff'.

Karen P. Ruff, Esq.

Accepted and agreed by the Town of Upper Marlboro
this ____ day of _____, 2022.

By: _____
Sarah Franklin, Mayor