



Chartered 1708

City of Annapolis  
160 Duke of Gloucester Street  
Annapolis, MD 21401  
(410) 263-7954

June 14, 2025

VIA EMAIL:

Jules Goonewardena

Anne Arundel Today

[foia@annearundeltoday.com](mailto:foia@annearundeltoday.com)

Re: Maryland Public Information Act Request for Information/Records

Dear Jules:

Please find below our response to your request dated June 18, 2025 for records related to certain contingency fee contracts/agreements with external attorneys or law firms, as well as any engagement agreements/contracts with Sher Edling, Lewis Baach Kaufmann Middlemiss PLLC, Rex Sharp, or Sharp Law LLP within last 12 months pursuant to the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland (the "Act"), on behalf of the following City custodian(s) of record: Office of Law.

- All requested records related to "contingency fee agreements between the City of Annapolis and any external attorney(s) or law firm(s) in effect during the last 12 months" and "engagement agreements or contracts between the City of Annapolis and Sher Edling LLP in effect during the last 12 months" are included with this response, subject to the denials specified below.
- There are no currently existing records related to your request for "engagement agreements or contracts between the City of Annapolis and Lewis Baach Kaufmann Middlemiss PLLC in effect during the last 12 months".
- There are no currently existing records related to your request for "engagement agreements or contracts between the City of Annapolis and Rex Sharp and/or Sharp Law LLP in effect during the last 12 months".

We are denying review of a portion of one (1) requested record, which constitutes privileged attorney work product. Disclosure of privileged attorney work product would violate the Maryland Rule of Professional Conduct governing confidentiality of client information. The lawyer would be exposed to professional discipline if the requested public record is information relating to the representation of a client, and which, if disclosed by the attorney, would place the attorney in violation of the rule. Accordingly, such information is confidential and must not be produced under the Act. Rules of Prof. Conduct, Rules 1.6, 1.6(a); Md. Code Ann., General Provisions, § 4-301(a)(1); *Harris v. Baltimore Sun Co.*, 1993, 625 A.2d 941, 330 Md. 595

(1993). The applicable City departments, offices, and/or agencies have not waived the attorney-client privilege for these records.

You may seek judicial review under § 4-362 of the Act. Alternatively, you may file a request for mediation with the Public Access Ombudsman and, if the Ombudsman is unable to resolve the matter, may subsequently seek a resolution from the Public Information Act Compliance Board for those matters within the Compliance Board's jurisdiction.

If you have any questions, please contact [citypiarequests@annapolis.gov](mailto:citypiarequests@annapolis.gov).

Sincerely,

*D. Michael Lyles*

D. Michael Lyles, City Attorney



City of Annapolis  
160 Duke of Gloucester Street  
Annapolis, MD 21401

## OUTSIDE LEGAL COUNSEL AGREEMENT WITH SHER EDLING LLP

**THIS OUTSIDE LEGAL COUNSEL AGREEMENT** ("Agreement") is made this 12 day of February, 2011 by and between the **CITY OF ANNAPOLIS**, a municipal corporation of the State of Maryland (the "**City**"), and **SHER EDLING LLP**, a California limited liability partnership (the "**Outside Legal Counsel**").

**WHEREAS**, the City desires the Outside Legal Counsel to perform certain work and services, on the terms and conditions set forth herein, and the Outside Legal Counsel represents that it is qualified, ready, willing and able to perform such work and services in strict and entire conformity with this Agreement; and

**WHEREAS**, under the terms of this Agreement, the Outside Legal Counsel is being engaged as outside legal counsel for the City, not an employee of the City and not subject to the City's civil service system; and

**WHEREAS**, this Agreement reduces to writing a consulting agreement between the City and the Outside Legal Counsel.

**NOW, THEREFORE**, in consideration of the mutual promises contained hereinabove and the mutual exchange of promises set forth below, the parties do agree as follows:

### **1. Independent Contractor.**

a. The Outside Legal Counsel shall be an independent contractor, and not an employee of the City, and shall be responsible for the reporting and remittance of all federal, state, county and City taxes arising from this Agreement. The Outside Legal Counsel acknowledges and agrees that it shall not be considered an employee (contractual or otherwise) of the City, nor shall the Outside Legal Counsel, or any employee of the Outside Legal Counsel, be entitled to any benefit of City employment, including, but not limited to, health and welfare benefits, nor shall the City withhold or pay any amounts for federal, state or local income taxes, Social Security, unemployment insurance, workers' compensation or retirement.

b. The Outside Legal Counsel shall not act as an agent for the City, nor shall the Outside Legal Counsel be regarded as an agent of the City.

c. The Outside Legal Counsel shall use its own tools, equipment, materials and supplies in providing the outside legal counsel services set forth in this Agreement. The Outside Legal Counsel further acknowledges and agrees that it shall not have an office or work space designated by the City, and that it shall perform any and all services under this Agreement off of City property, at a reasonable location of its choosing, unless necessitated by special circumstances or as requested by the City.

d. Nothing in this Agreement prevents the Outside Legal Counsel from providing similar legal services to any other entity, as long as such services and the Outside Legal Counsel's provision of them do not create any conflict of interest, whether actual or potential, or in any manner require the Outside Legal Counsel to disclose confidential information in violation of Paragraph 9 of this Agreement.

## **2. Description of Scope of Work.**

a. The Outside Legal Counsel shall report to the City Attorney and/or his/her designee (the "Using Department").

b. The Outside Legal Counsel shall perform the duties as described in the scope of work, attached hereto and incorporated herein as Attachment A (collectively, the "Scope of Work"). In addition to the foregoing, the Outside Legal Counsel shall perform such other and further duties as may be assigned by the Using Department from time to time.

c. The Outside Legal Counsel shall use its own independent judgment in providing the Scope of Work to the City, and shall remain free from direction and control in providing said Scope of Work except to the extent that to do so would otherwise conflict with this Agreement.

d. The Scope of Work shall be performed personally by the Outside Legal Counsel, and no other person or entity shall perform the Scope of Work for the Outside Legal Counsel, except those subcontractors and/or employees of the Outside Legal Counsel specified in the Scope of Work. Neither this Agreement, nor any rights, duties or interests herein, nor any claim hereunder, shall be assigned or transferred by the Outside Legal Counsel to any party.

e. The Outside Legal Counsel shall competently perform the Scope of Work, and shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all such Scope of Work.

f. The Outside Legal Counsel shall perform the Scope of Work in accordance with all applicable laws, codes, ordinances, regulations, licensing requirements, industry standards, and this Agreement.

## **3. Term.**

The Scope of Work shall commence on February 12, 2021, and continue until and through, and terminate upon, the completion and conclusion of any and all cases brought by Consultant on the City's behalf, unless sooner terminated pursuant to Paragraph 6 of this Agreement. Nothing contained in this paragraph shall be interpreted to constitute an agreement or contract of any specific term, it being understood by the parties that the Outside Legal Counsel shall serve at the pleasure of the City, and subject only to the notice requirements provided in Paragraph 6.

## **4. Compensation.**

a. In consideration of the Scope of Work to be rendered by the Outside Legal Counsel, the City shall pay the Outside Legal on a contingency basis (the "Contingency Fee") in strict accordance with the terms and conditions included as part of Attachment A. **The Outside Legal Counsel understands and agrees that the City has not appropriated, and shall not appropriate, any funds for the Contingency Fee, or any other costs or expenses incurred under this Agreement in any City annual or supplemental budget, and that payment of the Contingency Fee, as specified in Attachment A, shall be the only allowable payment**

**method or obligation under this Agreement.**

b. The Outside Legal Counsel shall keep accurate records of the actual and reasonable out-of-pocket expenses and costs incurred while performing the Scope of Work specified in this Agreement, and shall submit quarterly status reports, within 15 days following the end of each calendar year quarter, throughout the Term. The quarterly status reports must provide and explain, for the immediately preceding quarter, the Scope of Work completed, the number of hours spent on such work, and the costs and expenses incurred during that quarter, and in the aggregate, as of the end of the immediately preceding quarter.

Quarterly reports and the final statement shall be submitted to the City Attorney, 160 Duke of Gloucester Street, Annapolis, Maryland 21401.

**5. Outside Legal Counsel's Representations and Warranties.**

The Outside Legal Counsel hereby represents and warrants the following:

a. The Outside Legal Counsel is qualified to do business and is in good standing in the State of Maryland.

b. The Outside Legal Counsel has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

c. The Outside Legal Counsel has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to render the Scope of Work required pursuant to this Agreement, and shall present such licenses or certifications to the City upon its request.

d. There exists no actual or potential conflicts of interest between the Outside Legal Counsel's performance under this Agreement and its engagement or involvement in any other personal or professional activities, and in the event such conflict or potential conflict arises during the Term of this Agreement, the Outside Legal Counsel shall immediately advise the City in writing thereof. The City acknowledges that Outside Legal Counsel represents other municipalities, governmental agencies, governmental subdivisions, or other public or private individuals and/or entities in other actions similar to the scope of services considered here as set forth in Attachment A, and that such representations do not constitute a conflict within the meaning of this Agreement.

e. The Outside Legal Counsel has not employed or engaged any person or entity to solicit or secure this Agreement, and it has not paid, or agreed to pay, any person or entity a fee or any other consideration contingent on the making of this Agreement, and if any suit, claim, or demand shall arise concerning such a fee, the Outside Legal Counsel agrees to indemnify and hold harmless the City from all such claims, suits, or demands.

f. City agrees to an incentive bonus for Firm increasing recruitment and retention of minority lawyers from disadvantaged groups per the attachment A, to be on the litigation team.

g. All representations and warranties made in this Agreement remain true and correct in all respects throughout the Term of this Agreement.

## **6. Termination.**

a. Subject to the terms and conditions of Attachment A, the City, in its sole discretion, may terminate this Agreement, with or without cause, for any reason or no reason, with two (2) weeks prior written notice to the Outside Legal Counsel. Notice to the Outside Legal Counsel under this paragraph shall be deemed to have occurred when hand-delivered to the Outside Legal Counsel or when mailed to the Outside Legal Counsel at its last known address. The Outside Legal Counsel may terminate this Agreement with or without cause, for any reason or no reason, with two (2) weeks prior written notice to the Using Department, City Attorney, 160 Duke of Gloucester Street, Annapolis, Maryland 21401.

b. Upon such termination, the Outside Legal Counsel shall immediately deliver to the City any Scope of Work it has in its possession for which the City had already paid pursuant to this Agreement. The Outside Legal Counsel shall be paid for Scope of Work rendered up to the date of termination. Payment shall be made in accordance with the provisions of Attachment A to this Agreement.

## **7. City's Reliance on Outside Legal Counsel.**

The Outside Legal Counsel understands that the City has relied upon the Outside Legal Counsel's experience, comprehensive knowledge, expertise, full disclosure and truthfulness regarding this Agreement in evaluating the Outside Legal Counsel's fitness to execute satisfactorily the Scope of Work. Any material misstatement, as determined in the reasonable discretion of the City, within the Outside Legal Counsel's representations and warranties and/or this Agreement shall render this Agreement voidable at the option of the City, without the City being liable for any part of the compensation specified in Paragraph 4. Should the City exercise its rights as aforementioned, this Agreement shall be void and the Outside Legal Counsel hereby agrees to release the City from any liability hereunder and to hold the City harmless and indemnify the City from liability for any such damages, losses, costs, and expenses.

## **8. Ownership of Goods.**

a. The Outside Legal Counsel agrees that any and all work product produced by the Outside Legal Counsel in rendering the Scope of Work is the sole and absolute property of the City. All finished or unfinished work or work product, reports, or goods that are the subject of this Agreement, including any licenses or consents acquired by the Outside Legal Counsel for performance hereunder, if applicable, shall be and shall remain the property of the City at all times from the effective date of this Agreement.

b. All such work product prepared by, generated or furnished by the Outside Legal Counsel pursuant to this Agreement are prepared, generated and furnished with respect to the Scope of Work. It is understood that such work product is not represented by the Outside Legal Counsel to be suitable for reuse on any other project. However, the Outside Legal Counsel understands and agrees that the City may use, reuse, modify and/or alter such work product in any manner without restriction as deemed appropriate by the City in its sole discretion. Any use, reuse, modification and/or alteration by the City of such work product for another use or another project without specific written verification or adaptation by the Outside Legal Counsel will be at the risk of the City and without liability or legal exposure of any kind to the Outside Legal Counsel. Should the City request that the Outside Legal Counsel perform any such verification or adaptation associated with the City's use, reuse, modification and/or alteration of such work product that is unrelated to the Scope of Work and this Agreement, then the Outside Legal Counsel will be entitled to compensation at rates to be agreed upon by the City and the Outside

Legal Counsel at such time pursuant to a separate written agreement unrelated to this Agreement.

**9. Confidential Information.**

a. Except as otherwise provided in this Paragraph 9 or as required by law, the Outside Legal Counsel shall hold any confidential information provided by the City in confidence and shall not, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed or otherwise transfer such confidential information to any third party or utilize such confidential information for any purpose whatsoever other than as expressly contemplated by this Agreement. This obligation shall continue throughout the Term of this Agreement, and beyond the expiration or earlier termination of this Agreement for a period of not less than five (5) years thereafter, and for as long as the Outside Legal Counsel maintains such confidential information, and thereafter such confidential information shall be destroyed (or if in electronic format shall be deleted) in accordance with the terms and conditions of this Agreement. The Outside Legal Counsel understands and acknowledges that any disclosure or misappropriation of any of the confidential information in violation of this Agreement may cause the City irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the City shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the City shall deem appropriate. With regard to this Paragraph 9, such right of the City is to be in addition to any other remedies otherwise available to the City, at law or in equity.

b. The Outside Legal Counsel may use confidential information provided by the City solely in connection with this Agreement, or as necessary to fulfill its obligations under this Agreement, and shall in no event violate any applicable ordinance, regulation, law or statute or any other provision of this Agreement with regard to the disclosure or use of such confidential information.

c. Upon the termination of this Agreement in its entirety, or as otherwise instructed by the City, the Outside Legal Counsel shall return all confidential information previously received from the City, including, to the extent reasonable and practical, all copies of confidential information in any form, including copies maintained in digital, electronic, magnetic, optical or other mediums. To the extent confidential information of the City cannot be returned, such confidential information shall be destroyed. The requirements of this Paragraph 9 shall survive the termination of this Agreement.

d. These confidentiality obligations shall not apply to confidential information, including but not limited to proprietary information or intellectual property, if and to the extent it is established that the information communicated: (1) is already known to the Outside Legal Counsel, without obligation to keep such information confidential, at the time of the Outside Legal Counsel's receipt of the proprietary information or intellectual property, as evidenced by documents in possession of the Outside Legal Counsel prepared or received prior to such communication; (2) was received by the Outside Legal Counsel in good faith from an unrelated third party lawfully in possession thereof and having no obligation to keep such information confidential; (3) was publicly known at the time of the Outside Legal Counsel's receipt thereof or has become publicly known other than by a breach of this Agreement; (4) prior to the Outside Legal Counsel's disclosure of such information, such disclosure was consented to in writing by the City; (5) is independently developed by the Outside Legal Counsel; (6) is required for the review, approval, execution, delivery or performance of this Agreement by the City; or (7) is required by subpoena, court order, law, statute, or regulation, or other compulsion of law.

**10. Access to Records.**

a. At any time during normal business hours and as often as the City may deem necessary, the Outside Legal Counsel shall make available to and permit inspection and copying by the City, its employees or agents, of all books, records, accounts, reports, information and documentation of the Outside Legal Counsel related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, financial audits, administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research (collectively, the "Records").

b. The Outside Legal Counsel shall maintain all Records under this Agreement for a period of at least three (3) years after the date of termination of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Outside Legal Counsel shall do so until three (3) years after final adjudication of such litigation or settlement of claims.

**11. Indemnification.**

a. The Outside Legal Counsel shall forever indemnify, defend and hold harmless the City, its elected officials, appointees, directors, employees, agents, contractors and representatives from and against all liability for injuries to persons, including death, and damage to City property and other property arising from acts or omissions of the Outside Legal Counsel, his/her agents, employees, contractors, patrons, volunteers, guests or invitees resulting in connection with the work described in Attachment A of this Agreement. The Outside Legal Counsel shall also forever indemnify, defend and hold harmless the City, its elected officials, appointees, directors, employees, agents, contractors and representatives from and against any and all liabilities, claims, suits, or demands which may be made against the City, its elected officials, appointees, directors, employees, agents, contractors and representatives by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or other intellectual property rights, or from the alleged violation of unfair competition, defamation, invasion of privacy, anti-discrimination laws or regulations, or any other right of any person or entity in connection with the Outside Legal Counsel's work described in Attachment A of this Agreement.

b. The City, in its sole discretion, may participate in handling its own defense or exclusively handle its own defense, and select its own attorneys, including the City Attorney. The indemnification for attorney fees applies whether or not the City Attorney or other attorney handles the defense. Should the City retain counsel other than Outside Legal Counsel as defined herein, the costs of such Counsel shall not be paid by Outside Legal Counsel absent express agreement.

c. Outside Legal Counsel indemnification does not limit any immunity which the City, its elected officials, appointed officers, directors, employees, agents, contractors and representatives are entitled to assert, and includes all costs and expenses, including attorney's fees, whether or not related to administrative or judicial proceedings.

d. The Outside Legal Counsel shall reimburse the City, within thirty (30) calendar days after invoicing for such reimbursement, for any damage to the City's buildings, facilities, equipment or property caused by the negligence or willful misconduct of the Outside Legal Counsel, its agents, employees, contractors, patrons, volunteers, guests or invitees.

e. The City acknowledges that the Outside Legal Counsel, in providing legal services as described in Attachment A, maintains professional malpractice insurance for its Principals and other attorney employees. For this purpose, this indemnity shall not serve as an admission of liability and any claim for harm or damages arising from alleged legal malpractice (negligence, etc.) shall be the subject of a claim against the Outside Legal Counsel made in accordance with the terms and conditions of its professional malpractice insurance policy(ies).

## **12. Disputes.**

a. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the Mayor or his/her authorized designee, which shall constitute the City's final, appealable administrative decision.

b. Unless otherwise directed by the City, the Outside Legal Counsel shall continue performance under this Agreement while matters in dispute are being resolved.

## **13. Miscellaneous.**

a. Notwithstanding any other provision in this Agreement to the contrary, this Agreement and the Outside Legal Counsel's continued employment with the City is subject to the availability and appropriation of funds.

b. In the event of any conflict between any provision of this Agreement and any mandatory provision of the Annapolis City Code, as may be amended, the provision set forth in the Annapolis City Code shall control. In the event of any conflict between any provision of this Agreement and any provision of Attachment A, the provision set forth in this Agreement shall control.

c. No failure or delay by the City to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power or remedy consequent upon a breach or default thereof, shall constitute a waiver of any such term, condition or covenant or of any such breach or default, or preclude the City from exercising any such right, power or remedy at any later time or times.

d. This Agreement contains the entire agreement and understanding between the parties with regard to the matters set forth herein and any agreement (written or oral) hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Agreement in whole or in part unless such agreement is reduced to writing and signed by each of the parties hereto.

e. If any of the provisions of this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

f. This Agreement shall be interpreted and construed pursuant to the laws of the State of Maryland. The parties agree that in the event of civil litigation concerning this Agreement, venue for such claim shall be the District or Circuit Courts for Anne Arundel County or, if the standards for federal jurisdiction are met, the United States District Court for the District of Maryland, and the parties further agree to waive their right to a trial by jury.

g. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same

instrument.

WITNESS the hands and seals of the parties hereto on the date first above written.

ATTEST:

OUTSIDE LEGAL COUNSEL:  
SHER EDLING LLP

Witness: W. Edling

Victor M. Sher  
Name: Victor M. Sher  
Title: Partner  
Address: Sher Edling LLP  
100 Montgomery St., Ste. 1410  
San Francisco, CA 94104

ATTEST:

CITY OF ANNAPOLIS:

Regina C. Watkins-Eldridge  
Regina C. Watkins-Eldridge, MMC,  
City Clerk

By: Gavin Buckley  
Gavin Buckley, Mayor

APPROVED FOR SUFFICIENT APPROPRIATIONS  
AND AVAILABILITY OF FUNDS:

Joanna D. Dickinson, Director  
Finance Department  
Source of Funds: \_\_\_\_\_

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

D. Michael Lyles  
Office of Law  
D. Michael Lyles, City Attorney

**ATTACHMENT A  
SCOPE OF WORK**

(See attached proposal or engagement letter from the Outside Legal Counsel.)

***Attachment A was redacted in its entirety.***