

## AGREEMENT FOR TRANSITIONAL LEGAL SERVICES

**THIS AGREEMENT FOR TRANSITIONAL LEGAL SERVICES**, is made by and between the CITY OF ARCATA, hereinafter referred to as “City,” and the Law Offices of Nancy Diamond, hereinafter referred to as “Attorney.” City and Attorney may be referred to herein individually as a “Party” or collectively as the “Parties.” This Agreement is effective September 7, 2023 (“Effective Date”) and is referred to herein as the “Transitional Legal Services Agreement”.

### RECITALS

1. Attorney has acted as City Attorney for the City pursuant to successive agreements entered into between the Parties beginning in 2001, and most recently pursuant to that certain agreement entered into effective September 1, 2021 (herein, the “Diamond City Attorney Agreement”).
2. Based on Attorney’s decision to resign from the City Attorney position, the City has solicited and intends to retain the law firm of White Brenner LLP, a California limited liability partnership (“Firm”).
3. Attorney and the City seek to enter into a new agreement in which Attorney provides transitional legal services to assist in the transition of City Attorney services from Attorney to Firm.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the parties agree as follows:

1. **Scope of Services.** City hereby retains Attorney to provide transitional legal services consisting of the completion of certain services and tasks initiated under the Diamond City Attorney Contract and the transferring of other ongoing certain services and tasks to the Firm. Attorney shall work with the City Manager to identify which services and tasks shall be completed by Attorney and which shall be transferred to the Firm. Attorney services shall primarily be provided by Nancy Diamond, Esq. However, the City Manager may approve Attorney’s use of Associates to assist in providing services hereunder.
2. **Replacement of Existing Agreement.** Beginning on the Effective Date, this Transitional Legal Services Agreement shall replace and supersede the Diamond City Attorney Agreement, saving and excepting the indemnification provisions of Section V of the Diamond City Attorney Agreement and any sum due and owing to Attorney for services rendered, costs or expenses incurred by Attorney under the Diamond City Attorney Agreement due and owing as of the Effective Date hereof.
3. **Compensation And Expense Reimbursement.**
  - a. **Compensation.** City agrees to compensate Attorney for services and expenses incurred on City's behalf at the rate of \$250 per hour. Attorney shall bill in 6 minute increments, which is equal to .10’s of an hour. Said rate shall apply to Associate attorneys who are retained by Attorney upon the consent of the City Manager. Attorney shall prepare monthly invoices, itemizing all services rendered, time and charges; and, submit such invoices to the person and address specified by the City Manager. All reasonable efforts will be made by the City

to pay Attorney within fifteen (15) days after receipt of invoices.

- b. **Expense Reimbursement.** The City shall reimburse Attorney for all costs actually advanced by Attorney on the City's behalf, including but not limited to, extraordinary copying charges, Fed-Ex, UPS or Overnight Mail delivery costs, charges for recordation and certification of documents and extraordinary USPS expenses.
  - c. **Travel Reimbursement.** If Attorney is requested by the City Council or City Manager to travel outside Humboldt County on City business, City shall reimburse Attorney for all travel expenses actually incurred, including reasonable charges for meals, lodging, mileage, airfare, taxi service, ground transportation, parking fees, bridge tolls and other similar charges. Said reimbursement will only be paid upon submission of an itemized bill and the appropriate receipts to the City Manager.
4. **Conflict Of Interest.** Attorney shall be entitled to maintain an active law practice representing other persons and entities, but will not represent such clients on claims adverse to or against the City. However, Attorney may represent other clients with potential adverse interests provided that the City Council has duly waived such potential conflict of interest, and provided further that in the event an actual conflict of interest develops or is discovered, Attorney shall withdraw from representing the City.
  5. **Errors And Omissions Insurance.** At all times during this Agreement, Attorney shall maintain a policy of professional errors and omissions insurance in the amount not less than, Two Million Dollars (\$2,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) annual aggregate. Upon request, Attorney shall file a Certificate of Insurance with City.
  6. **Indemnification.** Attorney agrees to indemnify and hold City harmless from any and all claims, demands, causes of action, suits and judgments advanced by any person or persons other than Attorney, whether or not meritorious, which arise in any way out of Attorney's performance of her duties under this Agreement. Attorney's duty to indemnify shall include a duty to defend City in any threatened or pending litigation, and to pay for or reimburse City for counsel fees and litigation expenses reasonably incurred in defense of suit threatened or pending litigation.
  7. **Termination Of Contract.** Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. In the event of termination, Attorney shall receive compensation and reimbursement for all services rendered and expenses due at the time of termination.
  8. **Entire Agreement.** This Agreement contains the sole and entire agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery thereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract.
  9. **Waiver Or Modification Ineffective Unless In Writing.** No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in

writing and duly executed by the party to be charged therewith.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective as of the date above written.

LAW OFFICES OF NANCY DIAMOND

By: \_\_\_\_\_  
Nancy Diamond

CITY OF ARCATA

By: \_\_\_\_\_  
Sarah Schafer, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk, City of Arcata