



**SCOTIA COMMUNITY SERVICE
DISTRICT
NOTICE IS HEREBY GIVEN THAT A
SPECIAL MEETING OF
THE *BOARD OF DIRECTORS***

**WILL BE HELD AT:
122 MAIN STREET
SCOTIA, CALIFORNIA
WEDNESDAY, DECEMBER 3, 2014
5:00 P.M.**

**Agenda is Posted 24 HOURS prior to the
meeting**



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NOTICE IS HEREBY GIVEN THAT A
SPECIAL MEETING
OF THE BOARD OF DIRECTORS**

**WILL BE HELD AT:
122 MAIN STREET
SCOTIA, CALIFORNIA**

Wednesday, December 3, 2014

Special Meeting: 5:00 PM

Special Closed Session Meeting to follow at 5:30 PM

AGENDA

- A. **CALL TO ORDER** The Presiding officer will call the meeting to order and call the roll of members to determine the presence of a quorum.
ROLL CALL (DIRECTORS IN ATTENDANCE)
PLEDGE OF ALLEGIANCE
- B. **SETTING OF AGENDA**
The Board may adopt/ revise the agenda as presented.
Items may be added to the agenda in accordance with Section 54954.2(b)(t) of the Government Code (Brown Act). Items will be added to the agenda only on the that *there is a need to take immediate action* and that the *need for action came to the attention* of the Scotia Community Services District Board of Directors *after agenda was posted*. All documentation supporting this agenda is available for public review in the District office during normal business hours.
- C. **Public Comments & Written Communications**
The public may comment on any item on the Agenda that is before the Board for consideration.
Regularly scheduled meetings will provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has be described in the agenda for the meeting, before or during consideration of that item, or on matters not indentified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information.
- D. **BUSINESS -New and Continued**
- 1. Consider Approval of Contract for Legal Services Between Scotia CSD and Law Offices of Nancy Diamond - Proposed Contract for Legal Services dated December 1, 2014.**

ADJOURN TO CLOSED SESSION

At any time during the regular session, the Board may adjourn to closed session to consider existing or anticipated litigation liability claims, real property negotiations, license and permit determinations, threats t security, public employee appointments, personnel matters, evaluations and discipline, labor negotiations, or to discuss with legal counsel matters within the attorney-client privilege.

Closed Session Meeting at 5:30 PM

A.1 Call to Order

A.2 Roll Call (Directors in Attendance)

A.3 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Section 54956.9 (2)(A) Meeting to Decide whether a closed session is authorized. Specific in regards to Convenat and Agreement to Dedicate Property and Convey other Assets to the Scotia Community Service District

A.4 CLOSED SESSION DISCUSSION

ADJOURN TO SPECIAL MEETING- OPEN SESSION

A.5 REPORT OUT OF CLOSED SESSION

E. ADJOURNMENT -

Adjourn to Regular Meeting of December 18, 2014 at 6:30 PM.

Notice regarding the Americans with Disabilities Act: The District adheres to the Americans with Disabilities Act. Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the SCSD Board of Directors have the right to have the decision reviewed by a State Court. The District has adopted Section 1094.6 of the Code of Civil Procedure which generally limits the time within which the decision may be judicially challenged to 90 days.

Agenda Item D.1

Contract for Legal Services

**CONTRACT FOR LEGAL SERVICES
BETWEEN
SCOTIA COMMUNITY SERVICES DISTRICT
AND LAW OFFICES OF NANCY DIAMOND**

THIS CONTRACT FOR LEGAL SERVICES, effective December 1, 2014, is made by and between SCOTIA COMMUNITY SERVICES DISTRICT, hereinafter referred to as "Scotia CSD" or the "District," and LAW OFFICES OF NANCY DIAMOND, hereinafter referred to as "Law Firm."

I. SCOPE OF SERVICES

Scotia CSD shall retain The Law Offices of Nancy Diamond as special counsel, and Law Firm shall provide Scotia CSD with advice, counsel and representation in Authority legal matters and litigation pursuant to the terms and conditions hereafter set forth. Tracy M. Boobar of the Law Firm shall act as primary counsel to Scotia CSD under the terms of this contract. Services of Law Firm are generally described as follows:

- A. Basic Legal Services:** Law Firm shall provide the following basic legal services:
- 1. Preparation of Documents:** Law Firm shall develop, review, or comment on ordinances, resolutions, contracts, agreements and other documents at the request of Scotia CSD.
 - 2. Legal Advice:** Law Firm shall provide Scotia CSD with advice and counsel in oral or written form pertaining to Authority legal matters at the request of the Scotia CSD Board or Scotia CSD Executive Director, including but not limited to resolutions, ordinances, claims for damages, and contracts. Law Firm shall be available for consultation with Scotia CSD staff.
- B. Other Legal Services:** Law Firm shall provide other legal services to Scotia CSD as follows:
- 1.** Legal review of documents for audits, grant applications, and matters pertaining to funding sought or obtained from other governmental entities.
 - 2.** Legal advice in connection with environmental review of major projects proposed for Scotia CSD.
 - 3.** Legal services in connection with pending or threatened litigation, including appeals.
 - 4.** Legal advice and/or training to the Scotia CSD Board and staff on conflict of interest and ethics statutes, financial disclosure laws, open meetings laws and other matters to ensure compliance with statutory requirements.
- C. Litigation:** At the request of the Scotia CSD Board, Law Firm shall represent Scotia CSD in litigation. "Litigation," for the purposes of this Contract, means any proceeding in any court or before any local, state or federal administrative agency including, but not limited to, the following services:
- 1.** Acting as defense attorney to fully represent Scotia CSD, its officers and employees against lawsuits filed against Scotia CSD unless said defense is provided by attorneys engaged by Scotia CSD's insurance carriers to represent Scotia CSD, in which

case Law Firm shall fully cooperate with insurance attorneys.

2. Prosecuting all legal actions as directed by the Scotia CSD Board.

D. Meetings: Law Firm shall, upon the request of the President or General Manager, attend Scotia CSD Board of Director meetings. Law Firm shall attend Scotia CSD staff meetings and/or other Scotia CSD meetings when requested by the Scotia CSD President, General Manager or Scotia CSD Board.

E. Services Not Covered: It is expressly understood and agreed that Law Firm shall have no general responsibility for overseeing Scotia CSD operations; and that Law Firm shall have no duty or authority to prosecute criminal violations of any law or ordinance, except as otherwise expressly provided by ordinance or resolution of the Scotia CSD Board. It is also understood and agreed that Scotia CSD may obtain legal services from time to time from other attorneys concerning special matters.

II. COMPENSATION AND EXPENSE REIMBURSEMENT

A. Compensation: Scotia CSD agrees to compensate Law Firm for services and expenses incurred on Scotia CSD's behalf based on the fee schedule in Exhibit A, attached hereto and incorporated herein.

B. Travel Reimbursement: If Law Firm is requested to attend Board Meetings or other staff meetings, the City shall pay for all travel time at the rate set out in Exhibit A. If Law Firm is requested by the Scotia CSD Board or Scotia CSD Executive Director to travel outside Humboldt County on Scotia CSD business, Scotia CSD shall reimburse Law Firm 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 Scotia CSD General Manager. Reimbursement for these expenses shall be based on Scotia CSD practices and rates.

C. Miscellaneous:

1. **Office Expenses:** Scotia CSD shall reimburse Law Firm for all costs actually advanced by Law Firm on Scotia CSD's behalf, including but not limited to long distance telephone charges, Fed-Ex, UPS or Overnight Mail delivery costs, Westlaw charges, charges for recordation and certification of documents and extraordinary postal expenses. In addition, copies shall be charged at a rate of \$.20 per copy.

2. **Litigation Expenses:** Scotia CSD shall reimburse Law Firm for all litigation expenses actually advanced by Law Firm on Scotia CSD's behalf, including but not limited to court filing fees, jury fees, witness fees, deposition costs, costs of obtaining documents by subpoena, and other ordinary and necessary litigation expenses.

D. Payment: Scotia CSD will pay Law Firm within fifteen (15) days after receipt of billing which itemizes services, time and charges.

III. ERRORS AND OMISSIONS INSURANCE

At all times during this Contract, Law Firm 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.

IV. TERM

This Contract shall be effective beginning December 1, 2014 and terminating June 31, 2015, unless

terminated as provided under Section V.

V. TERMINATION OF CONTRACT

Either party may terminate this Contract by giving ninety (90) days' written notice to the other party. In the event of termination, Law Firm shall receive compensation and reimbursement for all services rendered and expenses due at the time of termination.

VI. CONTRACT TERMS TO BE SOLE AGREEMENT

This written Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties, including, without limitation, prior contracts for legal services, saving and excepting applicable indemnification provisions therein and any sums due and owing to Law Firm for services rendered, costs or expenses incurred by Law Firm under any prior contract. 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.

VII. 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.

VIII. CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA

This Contract and performance hereunder, and all suits and special proceedings hereunder, shall be construed in accordance with the laws of the State of California. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

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

LAW OFFICES OF NANCY DIAMOND

By: _____
Nancy Diamond

SCOTIA COMMUNITY SERVICES DISTRICT

By: _____
President, Scotia Community Services District Board

EXHIBIT A
FEE SCHEDULE
(Effective December 1, 2014)

Attorney Services, Nancy Diamond:	December 1, 2014 – August 31, 2015:	\$ 195.00 per hour
Attorney Services, Tracy M. Boobar:	December 1, 2014 – August 31, 2015:	\$ 150.00 per hour
Paralegal Services:	December 1, 2014 – August 31, 2015:	\$ 90.00 per hour