

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ONEIDA AND NADINE C. BELL

In his capacity as City Manager of the City of Oneida, Kyle Lovell shall appoint the City Attorney. The City Manager has determined that he desires to appoint Nadine C. Bell to serve as City Attorney effective January 1, 2026.

Nadine C. Bell, Attorney at Law, is duly qualified to serve as City Attorney in accordance with the requirements of Section 8.1 of the City Charter of the City of Oneida ("City Charter"); and she is willing to serve in the capacity of City Attorney upon the terms and conditions summarized in this Memorandum of Understanding ("MOU").

Accordingly, the parties agree to the following:

- I. Purpose.** The objective of this MOU is to establish an agreement between the City and Nadine C. Bell regarding the appointment, service, and compensation of Nadine C. Bell as the Attorney for the City ("City Attorney").
- II. Authority.** Subject to all the applicable terms and provisions of the City Charter, and particularly pursuant to Section 8.1 of the City Charter, the City Attorney is appointed by and serves at the pleasure of the City Manager.
- III. Responsibilities and Obligations.** The City Attorney shall be the official legal advisor of all offices, departments, boards, bureaus, commissions, and agencies of the City. She shall appear for and represent the City in all actions, suits or proceedings, administrative hearings and proceedings unless otherwise provided by the Common Council. The Common Council of the City, upon request of the City Attorney, or upon its own motion, may retain the City Attorney and/or special counsel for legal services beyond the scope of the City Attorney's employment as defined in Section IV.A, and may authorize the City Attorney to retain experts to assist the City Attorney or to represent the City in any action, proceeding or other matter that it deems advisable.
- IV. Scope of Employment Services, Salary and Expenses.**
 - A. Scope of Employment Services.** In consideration of the salary described in Section IV.B, the City Attorney shall provide legal services as directed by the City Manager and as requested by the Mayor, City Departments, and City Planning Commission/ Zoning Board of Appeals, including attendance at regularly scheduled or special meetings of the Common Council. Planning Commission/ Zoning Board of Appeals shall be as needed, and also including, as needed, uncontested proceedings for prosecutions of violations of City Ordinances, including but not limited to, the State Uniform Fire and Building Codes, cases in City Court, legal representation for the Community Development Department, Downtown Improvement Committee, Revolving Loan Committee, and other similar bodies of the City. She shall also prepare all local laws, ordinances, resolutions, and contracts for the City unless otherwise provided.
 - B. Compensation.** The position of City Attorney is part-time. The City Attorney will provide an average of twenty hours of legal services per week, in performance of tasks described in Section IV.A. In consideration of said services, the City Attorney

will receive an annual sum of \$58,400.00 (City Budget Line 001.1420.0400). Said Contract Agreement Reimbursement shall be payable in twelve equal monthly payments of \$4,866.67 and each such payment shall be disbursed to the City Attorney upon submission of a voucher, on or before the 15th day of each month, except that the payment due for January shall be disbursed on or before the 20th day of that month.

C. Expenses. The City Attorney shall receive expense payments as follows:

1. Reimbursement in the annual sum of \$15,600.00 for calendar year 2025 ("Contract Agreement" City Budget Line 001.1420.0403) for legal secretarial services attributable to the City's legal work and other general law office overhead associated with maintaining an office for the practice of law from which she provides a portion of her services as City Attorney. Said Contract Agreement Reimbursement shall be payable in twelve equal monthly payments of \$1,300.00, and each such payment shall be disbursed to the City Attorney upon submission of a voucher, on or before the 15th day of each month, except that the payment due for January shall be disbursed on or before the 20th day of that month.
2. Reimbursement for other expense, such as updates to municipal law books and codes, and other reasonable and necessary expenses incurred by the City Attorney in her representation of the City of Oneida, including but not limited to, stenographer expenses, photocopying, postage, mileage, service of process, reimbursements for recording costs, continuing professional education in municipal law, membership in municipal attorney associations, etc., shall be paid on a voucher basis from City Budget line 001.1420.0419 (\$1,000.00 for calendar year 2025).

V. Litigation and Labor

- A. Litigation. In addition to the Compensation for Employment Services described in Section IV.A and B, the City Attorney shall be separately compensated for anticipated litigation matters which she handles on behalf of the City, including but not limited to legal services involved in defending the City with respect to Notices of Claim, complaints, petitions, and other proceedings served or filed in Court of administrative proceedings (e.g. Department of Environmental Conservation proceedings), tax assessment review cases filed in Supreme Court, real estate and land use court cases, State Environmental Quality Review Act (SEQRA) procedures which are part of the municipal approval process, all legal services provided in an attempt to settle threatened or actual litigation, and in providing assistance to any outside counsel in the prosecution/defense in any of the above, including consulting regarding strategy and information helpful to the case, and other proceedings and cases (cumulatively "Litigation"). For the purposes of this MOU, Litigation services shall be deemed to commence upon the provision of legal services provided in attempting to settle threatened Litigation, or upon the intervention of the City Attorney or outside counsel on behalf of the City, its offices, departments, boards, bureaus, commissions and agencies, and shall also include, but not be limited to, the preparation of pleadings, correspondence,

disclosure/discovery proceedings, motions, settlement conferences, pretrial or pre-hearing conferences, or contested trials or hearing to enforce City codes.

- B. Litigation Compensation. The City Attorney shall be compensated for Litigation services at the rate of \$195.00 per hour, and shall be paid from City Budget Line 001.1420.0410 (\$30,000.00 for calendar year 2026), and if necessary, from budget transfers from City Budget line 001.1420.0419, or transfers from contingency funds, as approved by the City's Common Council.
- C. Labor. In addition to the Compensation for Employment Services described in Section IV.A and B and Litigation in Section V.A and B, the City Attorney shall be separately compensated for anticipated labor matters which she handles on behalf of the City, including but not limited to legal services involved in defending the City with respect to Civil Service Law Section 75 proceedings or contract proceedings, labor negotiations and collective bargaining matters, grievances, all legal services provided in an attempt to settle threatened or actual labor disputes, and in providing assistance to any outside counsel in the prosecution/defense in any of the above, including consulting regarding strategy and information helpful to the case, and other proceedings and cases (cumulatively "Labor"). For the purposes of this MOU, Labor services shall be deemed to commence upon the provision of legal services provided in attempting to settle Labor disputes and grievances, or upon the intervention of the City Attorney or outside counsel on behalf of the City, its offices, departments, boards, bureaus, commissions and agencies, and shall also include, but not be limited to, the preparation of pleadings, correspondence, disclosure/discovery proceedings, motions, settlement conferences, pretrial or pre-hearing conferences, negotiations or hearings. Such Labor services shall be paid from City Budget line 001.1420.0411 (\$30,000.00 for calendar year 2026).
- D. Labor compensation paid to the City Attorney, as described in Section V.C, shall be payable in monthly payments, and each such payment shall be disbursed to the City Attorney upon submission of a voucher, on or before the 15th day of each month, except that the payment due for January shall be disbursed on or before the 20th day of that month.

VI. Miscellaneous Legal Services. In the event that the City Attorney represents the City of Oneida, or offices, departments, boards, bureaus, commissions and agencies of the City, in any type of real estate closings, loan or grant closings, or similar transactions with third parties, the purchaser, borrower or other party to the transaction with the City shall pay, as part of said party's transaction costs, the reasonable and necessary legal fees and expenses as invoiced by the City Attorney, by reimbursing same to the City. The City shall remit payment of said legal fees and expenses, on a voucher basis, to the City Attorney. Said payments shall not be treated as Salary for purposes of retirement plan contributions, Worker's Compensation premiums, Social Security, FICA, or any similar mandatory benefits or expenses; and the City shall not withhold any State and Federal income taxes thereon.

VII. Documentation of Litigation, Miscellaneous Legal Services and Expenses. In connection with any vouchers submitted by the City Attorney for payment of compensation for Litigation, Additional Litigation and Miscellaneous Legal Services, the City Attorney

will provide reasonable documentation of the time expended for such services by means of a recognized time recording system. In connection with any vouchers submitted for any reasonable necessary expenses that are to be paid or reimbursed by the City, the City Attorney will provide reasonable documentation of such expense.

VIII. Miscellaneous. This Memorandum of Understanding is intended to supplement, not supersede, the provisions of New York State statutes, Court Rules, common law, and ethical rules and opinions promulgated by New York State Courts or the New York State Bar Association applicable to the relationship between client and attorney, and their respective rights and responsibilities.

IX. Endorsements. We have read the foregoing, and by signing this MOU, agree to the terms outlined above.

DATED: January 1, 2026

Kyle Lovell, City Manager, City of Oneida

Nadine C. Bell, Esq.