

**LEGAL SERVICES AGREEMENT  
FOR ASSISTANT CITY ATTORNEY SERVICES**

This Legal Services Agreement (“Agreement”) is entered into by and between the City of Eureka, a California municipal corporation (“City”) and Robert N. Black, Attorney, a sole proprietorship (Attorney). This Agreement has an effective date of July 1, 2023.

Whereas, the City has an in-house City Attorney and has an ongoing need for the legal services of an Assistant City Attorney (ACA); and

Whereas, at this time the ACA services required can be provided through a contract with Attorney; and

Whereas, this Legal Services Agreement concludes the pre-existing Agreement for the services of Attorney as of June 30, 2023; and

Whereas, Attorney is duly licensed under the laws of the State of California, has previously served as Eureka City Attorney and is currently Deputy City Attorney, and Attorney possesses the skill, history, and knowledge necessary to discharge the duties of Assistant City Attorney.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Scope of Services.** The City hereby retains the Attorney to perform the duties of the Assistant City Attorney consistent with the City’s Charter. Attorney will provide those legal services requested from time to time by the City Attorney, subject to applicable conflict-of-interest rules. Attorney will devote not less than 25% time to providing services to City. Services to be performed under this Agreement include, but are not limited to, the following:
  - a. Rendering of legal advice for the City in consultation with the City Attorney;
  - b. Furnishing of written legal opinions, review or preparation of all legal documents, leases, contracts, ordinances and the like that are used, adopted or entered into by the City, and legal review and approval, if appropriate, of the City’s actions and documents;
  - c. Representing the City or its officers at public hearings or other meetings as requested from time to time;
  - d. Litigation services in state and federal courts and before administrative tribunals;
  - e. Any and all other legal services that the City Attorney may deem necessary or desirable in connection with her activities.
- 2. Appointment of City Attorney.** The City hereby appoints Robert N. Black Assistant City Attorney.
- 3. Compensation and Payment.**
  - a. **Compensation.** Attorney will receive, in arrears, a flat fee of \$6500.00 per month.
  - b. **Reimbursed Expenses.** The City will be responsible for payment of all reimbursable costs expended by Attorney to provide legal services to District. A list of reimbursable expense rates is attached hereto as Exhibit A.
  - c. **Unreimbursed Expenses.** Attorney is responsible, without additional compensation, for all general overhead expenses incidental to the operation of a law practice, including, but not limited to, office rent, insurance policy premiums, bar membership dues, telephone, internet, office equipment, and other general supplies.
  - d. **CLE and Research Resources.** City will provide Attorney with paid access to an electronic research service of LexisNexis. City will provide Attorney with tuition and travel expense to City-related continuing legal education (CLE) events in an amount not to exceed \$10,000.00 for the fiscal year.
- 4. Insurance Provisions.** Attorney will maintain in full force and effect a professional liability insurance policy that provides coverage in an amount no less than \$2 million per claim and \$2 million aggregate. Attorney will also maintain workers compensation insurance in amounts required by state law.

5. **Independent Contractor.** Attorney is an independent contractor. Attorney is not an employee of the City and therefore is not entitled to the rights, benefits, or protections of employees.
6. **Defense of Claims.** Even though Attorney is not an employee of the City, the City agrees that the Assistant City Attorney is an officer of the City, and solely for purposes of claims and the defense of claims against Attorney by third parties arising from Attorney's performance of services under this Agreement, Attorney will be treated as an employee of the City would be treated.
7. **Conflicts of Interest.** Attorney will comply with all applicable federal, state and, local laws and regulations, including the conflict of interest provisions of Gov. Code Section 1090 and the Political Reform Act (Gov. Code Section 81000 et seq.).
8. **Termination of Services.** The City may terminate this Agreement, with or without cause, upon written notice to the Attorney. Attorney may terminate this Agreement upon thirty (30) days written notice to the City. If Attorney terminates, notwithstanding the 30-day provision, Attorney must take any additional steps to protect City's interests in any ongoing matters. In the event of termination by either party, the City will be responsible for payment of legal services rendered and costs incurred to the effective date of the termination, pro rata for any partial month. This Agreement will continue until its termination or modification by the parties.
9. **Amendments.** Any modification or amendment to this Agreement must be in writing and signed by both parties to be valid and effective.
10. **Entire Agreement.** This Agreement, including Exhibit A attached hereto, constitutes the complete and exclusive statement of the agreement between the parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed at Eureka, California as of the date set forth by their duly authorized officers.

**CITY OF EUREKA**

**ROBERT N. BLACK, ATTORNEY**

By: \_\_\_\_\_  
Miles Slattery, City Manager

By: \_\_\_\_\_  
Robert N. Black

ATTEST:

By: \_\_\_\_\_  
Pam J. Powell, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Autumn E. Luna, City Attorney

## EXHIBIT A

### Reimbursable Expense Rates

This is not intended to be an exclusive list. Expenses that are not considered general overhead expenses and which are not listed herein, will be reimbursed on an at-cost basis. Expenses approved by City and advanced to a third-party by Attorney are subject to a 10% administration fee. Attorney will be reimbursed for the following expenses at the following rates:

- Paralegal \$100 / hour
- Photocopies (B/W) 25¢ per page
- Photocopies (Color) 50¢ per page
- Travel\* IRS rates, (discounted for travel to Eureka to \$95.00 per trip)
- Postage & Delivery Cost
- Overnight Delivery Cost
- Process Service Cost
- Depositions Cost
- Expert Fees Cost
- Consultant Fees Cost
- Public Notary Cost
- Fees Fixed by Law\*\* Cost

*\*Travel expenses will not be incurred without prior approval of the client.*

*\*\*Fees fixed by law includes all fees paid by Attorney on behalf of the City that are set by state or local law, including recording fees, court filing fees, etc.*