

LEGAL SERVICES AGREEMENT
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 May 7, 2025.

Whereas, the City has an ongoing need for the legal services of a City Attorney and City Prosecutor to fulfill the City's charter, municipal code, and other duties and to provide legal guidance to the City Council and City staff; and

Whereas: City Attorney Autumn E. Luna is leaving the City and at this time of transition the City Attorney services required can be provided through a contract with Attorney; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** The City hereby retains Attorney to perform the duties of City Attorney consistent with the City's Charter. Attorney will provide those legal services outlined by the Eureka City Charter and as requested from time to time by the City Council, subject to applicable conflict-of-interest rules. Attorney will devote not less than 75% time (in relation to a 40-hour work week) 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 to and consultation with the City Council and City management;
 - 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 required or requested from time to time;
 - d. Litigation services in state and federal courts and before administrative tribunals;
 - e. Prosecution of cases in the capacity of City Prosecutor;
 - f. Management of full- or part-time employees and contractors of the Office of the City Attorney;
 - g. Other legal services that Attorney deems necessary or desirable in connection with the City Attorney's duties to the City of Eureka.
2. **Appointment of City Attorney.** The City hereby appoints Robert N. Black as City Attorney, a City officer, effective May 7, 2025 and continuing until December 31, 2025. The appointment will be formalized by adoption of an appointing resolution concurrently with this Agreement.
3. **Compensation and Payment.**
 - a. **Compensation.** Attorney will receive, in arrears, a flat compensation of \$15,000.00 per month. Any partial month of service will be paid proportionally. Additionally, if Attorney must advance expenses listed on Exhibit A, Attorney will be reimbursed.
 - b. **Support.** The City will provide Attorney with a work space in City Hall, along with support for copying, filing, calendaring, paralegal level of research, printing and computer software as needed, and City will provide Attorney city-related continuing legal education (CLE) with associated travel in an amount not to exceed \$5,000.00 during the term of this

contract. City will provide Attorney with Lexis-Nexis legal research software and password for Attorney's confidential use.

- 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 or required, office rent, insurance policy premiums, bar membership dues, telephone, internet, office equipment, and other general supplies.
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 does not expect to have any employee in a private capacity but if legally required, 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, except as provided in paragraph 6, below.
6. Defense of Claims. Even though Attorney is not an employee of the City, the City agrees that the City Attorney is an officer of the City, and solely for purposes of claims, damages, 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, et seq., 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 on May ____, 2025.

CITY OF EUREKA

ROBERT N. BLACK, ATTORNEY

By: Kim Bergel, Mayor

Robert N. Black

ATTEST:

Pam Powell, City Clerk

Approved as to Form:

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:

- Photocopies (B/W) 20¢ per page
- Photocopies (Color) 40¢ per page
- Travel* IRS rates, (discounted for travel to Eureka to \$115.00 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 other than to and from Eureka 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.