



TO: Mayor and Councilmembers

SUBMITTED BY: Robert Nisbet, City Manager

SUBJECT: Acknowledge Megan Garibaldi for Her Years of Service to the City as City Attorney and Appoint Isaac Rosen of Best Best & Krieger, LLP (BB&K) to Serve as City Attorney Under the City's Existing Contract with BB&K

RECOMMENDATION:

- A. Acknowledge with gratitude Megan Garibaldi for her several years of distinguished service to the City as City Attorney.
- B. Adopt Resolution No. 25-___ entitled "A Resolution of the City Council of the City of Goleta, California, Appointing Isaac Rosen as City Attorney and Authorizing Amendment No. 5 to City's Existing Professional Services Agreement for Legal Services."
- C. Authorize the City Manager to execute Amendment No. 5 to a Professional Services Agreement for Legal Services between the City of Goleta and Best Best & Krieger LLP

BACKGROUND:

The City Attorney is appointed by the City Council and provides legal advice to both the Council and City staff. In the City Attorney's role as chief legal officer of the City, the City Attorney's duties include supervision of all matters of legal significance; preparation of legal opinions; review and drafting of ordinances, resolution, contracts and program guidelines; and defense of challenges to City actions, laws, policies and procedures. The City Attorney is independent of the City Manager, who otherwise manages the City and supervises City staff. The City of Goleta uses a hybrid model in providing its City Attorney services, contracting with BB&K to provide the City Attorney and City Attorney's Office's legal services, while also employing an in-house Assistant City Attorney to provide on the ground legal support and legal counsel.

DISCUSSION:

Megan Garibaldi has been serving as the City's named City Attorney since October 2021. Megan has served the City with distinction, through her professionalism, skill and loyalty. Megan took over for Michael Jenkins, who served as City Attorney between 2017 and when Megan was appointed in 2021. In 2017, the City's legal services agreement was with Jenkins & Hogin, LLP. In 2018, Jenkins & Hogin, LLP merged with BB&K, and with the City's consent, BB&K assumed Jenkins & Hogin's obligations under the legal services agreement.

The City most recently amended its Professional Services Agreement for Legal Services ("Agreement") between the City of Goleta and BBK to both reflect the transition from Michael Jenkins to Megan Garibaldi, and to make an adjustment to the retainer and hourly rate for legal services via an Amendment No. 4. The only operative change considered by the accompanying resolution (Attachment 1) and the attached Amendment No. 5 to the Agreement is to name Isaac Rosen as City Attorney (Exhibit A to Attachment 1).

Isaac Rosen has been serving as Acting City Attorney since June 2024, is a partner at BB&K, and is eager to serve as Goleta's named City Attorney. With the existing BB&K team in place, and the continued valued assistance of Winnie Cai as Assistant City Attorney, the City will continue to receive robust, full service from the City Attorney's Office without disruption.

FISCAL IMPACTS:

There are no fiscal impacts associated with the recommended action, as all of the terms and conditions of the existing legal services agreement will remain the same, with the exception of switching the named City Attorney from Megan Garibaldi to Isaac Rosen. The current agreement and all prior amendments are included as attachments for reference.

LEGAL REVIEW BY: Winnie Cai, Assistant City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Resolution No. 25-__ entitled, "A Resolution of the City Council of the City of Goleta, California, Appointing Isaac Rosen as City Attorney and Authorizing Amendment No. 5 to City's Existing Professional Services Agreement for Legal Services."
 - a. Exhibit "A" Amendment No. 5 to a Professional Services Agreement for Legal Services between the City of Goleta and Best Best & Krieger LLP
2. 2017 Legal Services Agreement, and Amendments Nos. 1-4.

Attachment 1

Resolution No. 25-__ entitled, "A Resolution of the City Council of the City of Goleta, California, Appointing Isaac Rosen as City Attorney and Authorizing Amendment No. 5 to City's Existing Professional Services Agreement for Legal Services."

RESOLUTION NO 25-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GOLETA, CALIFORNIA, APPOINTING ISAAC ROSEN AS CITY
ATTORNEY AND AUTHORIZING AMENDMENT NO. 5 TO CITY'S
EXISTING PROFESSIONAL SERVICES AGREEMENT FOR
LEGAL SERVICES**

WHEREAS, in 2017, the City Council appointed Michael Jenkins as City Attorney and approved a contract with his law firm of Jenkins & Hogen, LLP, to provide legal services to the City; and

WHEREAS, in 2018, Jenkins & Hogen, LLP merged with Best Best & Krieger, LLP ("BB&K") and with the City's consent, BB&K began providing the City Attorney's Office's legal services to the City; and

WHEREAS, on October 5, 2021, the City Council appointed Megan K. Garibaldi as the City Attorney for the City of Goleta; and

WHEREAS, in her role as City Attorney, Megan K. Garibaldi served the City with professionalism, skill and loyalty, and the City Council now desires to continue to utilize the legal services of BB&K and appoint Isaac Rosen as City Attorney of Goleta.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE
CITY OF GOLETA, AS FOLLOWS:**

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Isaac Rosen is hereby appointed City Attorney for the City of Goleta.

Section 3. The City Council approves the attached Amendment No. 5 to the Professional Services Agreement for Legal Services Between the City of Goleta and BB&K, with the only substantive change reflecting Isaac Rosen's appointment as the City Attorney for City of Goleta.

Section 4. This Resolution is effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of April 2025.

PAULA PEROTTE, MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH S. LOPEZ
CITY CLERK

WINNIE CAI
ASSISTANT CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF GOLETA)

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO
HEREBY CERTIFY that the foregoing Resolution No. 25-___ was duly adopted by
the City Council of the City of Goleta at a regular meeting held on the 15th day of
April 2025 by the following vote of the Council:

AYES:

NOES:

ABSENT:

(SEAL)

DEBORAH S. LOPEZ
CITY CLERK

Exhibit "A"
Amendment No. 5 to the Professional Services Agreement for Legal Services
Between the City of Goleta and BB&K

**AMENDMENT NO. 5
TO A PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF GOLETA AND BEST BEST & KRIEGER LLP**

This **Amendment No. 5** to the AGREEMENT FOR LEGAL SERVICES dated April 4, 2017 (Agreement No. 2017-034) (“Agreement”) is made and entered into as of this 15th day of April, 2025, by and between the **CITY OF GOLETA**, a California municipal corporation (“City”) and **BEST BEST & KRIEGER LLP**, a California Limited Liability Partnership (“BBK”). City and BBK are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the City and Jenkins & Hogin LLP entered into the Agreement for the purpose of providing general municipal legal services to the City;

WHEREAS, thereafter, Amendment Nos. 1 through 4 to the Agreement, amended on April 1, 2018, June 18, 2019, February 18, 2020, and October 3, 2023, respectively, subsequently modified the Agreement by consenting to the assignment of the Agreement from Jenkins & Hogin to BBK and modifying the compensation provided for therein; and

WHEREAS, the Parties now desire to further amend the Agreement to reflect the transition of the City Attorney position from Megan K. Garibaldi to Isaac Rosen. All other operative terms of the Agreement, as amended, remain in effect.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, City and BBK agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Amendments. In accordance with Section 9 of the Agreement, the Agreement may be modified by mutual written approval of the Parties. The Parties hereby agree to amend the Agreement as follows:

a. Section 2. Section 2 of the Agreement is hereby deleted and replaced in its entirety as follows:

2. Designation of City Attorney.

Isaac Rosen is designated as City Attorney of the City. The Parties understand and agree that BBK may use other attorneys, paralegals, and analysts with BBK to assist Mr. Rosen in the performance of this Agreement. The designation set forth in this paragraph may be changed by mutual agreement without a

formal amendment to this Agreement.

b. Section 15. Section 15 of the Agreement is hereby deleted and replaced in its entirety as follows:

15. Notices.

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Robert Nisbet
City Manager
City of Goleta
130 Cremona Drive
Goleta, CA 93117

TO BBK: Isaac Rosen
Best Best & Krieger
300 S. Grand Ave.
Floor 25
Los Angeles, CA 90071

3. Effective Date. This Amendment No. 5 shall be effective as of April 15, 2025.

4. Continuing Effect of Agreement. Except as expressly amended by this Amendment No. 5, all other provisions of the Agreement, including those provisions set forth in Amendment Nos. 1 through 4, remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 5. From and after the date of this Amendment No.5, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by Amendment Nos. 1 through 5.

5. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 5.

6. Severability. If any portion of this Amendment No. 5 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7. Counterparts. This Amendment No. 5 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 5 TO THE
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN THE CITY OF GOLETA AND BEST BEST & KRIEGER LLP**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 5 to the Agreement for Legal Services as of the day and year first above written.

CITY OF GOLETA

BEST BEST & KRIEGER

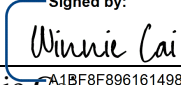
Robert Nisbet
City Manager

Isaac Rosen, Partner
Best Best & Krieger LLP

ATTEST:

Deborah Lopez
City Clerk

APPROVED AS TO FORM:

Signed by:


Winnie Cai
Assistant City Attorney

Attachment 2

Legal Services Agreement, and Amendments Nos. 1-4

**AGREEMENT FOR LEGAL SERVICES
FOR THE CITY OF GOLETA
(Interim City Attorney)**

This Agreement is made and entered into this 4th day of April, 2017, by and between the law firm of Jenkins & Hugin, LLP (hereinafter "J&H"), and the City of Goleta, a California municipal corporation (hereinafter "the City").

R E C I T A L S:

A. The City currently has a vacancy in the position of City Attorney. The City has immediate need to appoint someone to perform the functions of the City Attorney as defined by Chapter 2.06 of the Goleta Municipal Code until the Council selects and appoints a permanent City Attorney. The Interim City Attorney would assume all of the responsibilities of the City Attorney until further action of the City Council.

B. The City desires to retain J&H to discharge the duties of the office of City Attorney on an interim basis and to provide other legal services as required.

C. The attorneys of J&H are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of Interim City Attorney and to provide the legal services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

J&H shall discharge the duties of the office of City Attorney of the City on an interim basis and shall use its best efforts to provide legal services in a competent and professional manner. J&H shall provide all services to the City of the kind and nature typically provided by an in-house City Attorney's office, including litigation services, unless specifically exempted by this Agreement or otherwise determined by the City Council. The legal services to be provided by J&H shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates set forth therein or as otherwise agreed by the parties. Except where conflict of interest rules require otherwise, J&H shall supervise the activities of all other counsel retained by or for the City and shall review their invoices prior to payment.

2. Designation of Interim City Attorney.

Michael Jenkins is designated as Interim City Attorney for the City. The parties understand and agree that J&H may, from time to time, use other attorneys within J&H to assist Mr. Jenkins in the performance of this Agreement. The designation set forth in this

paragraph may be changed by mutual agreement without a formal amendment to this Agreement.

3. Billing Procedures and Monthly Statements.

3.1 Payment for all services set forth in Exhibit A shall be made on or before the last day of each month for services rendered during the preceding month. J&H shall submit to the City, within 10 days after the end of each calendar month, a general statement of professional services provided.

3.2 J&H will not bill the City for routine copying, telephone, mileage, facsimile or word processing or electronic research within J&H's current Westlaw Plan, which shall include California statutes and case and Ninth Circuit cases. J&H will bill the City, without any mark-up, actual expenses for out-of-contract electronic legal research, parking, filing fees, transcripts, delivery charges, extraordinary copying (over 50 pages) and similar out-of-pocket expenses. These items will be separately designated on J&H's monthly statements as "disbursements" and will be billed in addition to the fees for professional services.

3.3 Time will be charged by J&H in increments of 1/10th of an hour (*i.e.* six-minute units).

4. Term of the Agreement.

This Agreement shall commence as of April 4, 2017 and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof.

5. Resolution of Fee Disputes.

The City is entitled to require that any fee dispute be resolved by binding arbitration pursuant to the arbitration rules of the Santa Barbara County Bar Association for legal fee disputes. In the event that City chooses not to utilize the Santa Barbara County Bar Association's arbitration procedures, City agrees that all disputes regarding the professional services rendered or fees charged by J&H shall be submitted to binding arbitration in Santa Barbara County to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

6. Termination of the Agreement.

The City may terminate this Agreement, with or without cause, upon written notice to J&H. J&H may terminate, with or without cause, on sixty days written notice to the City. In either event, the City agrees to secure new counsel as quickly as

possible and to cooperate fully in the substitution of the new counsel as counsel of record. J&H agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of J&H's services, City will remain obligated to pay to J&H all fees and costs properly incurred prior to termination.

7. Conflict of Interest.

J&H represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any legal representation which is in conflict with the legal services to be provided the City under this Agreement.

J&H represents that no City employee or official other than the members of J&H has a material financial interest in J&H. During the term of this Agreement and/or as a result of being awarded this contract, J&H shall not offer, encourage or accept any financial interest in J&H's business from any City employee or official.

8. Files.

All legal files of J&H pertaining to the City shall be and remain the property of City. J&H shall control the physical location of such legal files in a secure and accessible location during the term of this Agreement and be entitled to retain copies of such files, at J&H's expense, upon termination of this Agreement.

9. Modifications to the Agreement.

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent or duration of J&H's professional services to be rendered hereunder shall require the written approval of the parties. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by J&H and paid by the City.

10. Nondiscrimination.

In the performance of this Agreement, J&H shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. J&H shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training.

11. Assignment and Delegation.

This Agreement contemplates the personal professional services of J&H and it shall not be assigned or delegated without the prior written consent of the City. J&H shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest and where otherwise agreed to by the parties hereto.

12. Insurance.

12.1 J&H shall obtain and maintain in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Said insurance policy shall provide coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by J&H which arises out of the professional services required by this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by J&H.

12.2 J&H shall, if and as prescribed by law, obtain and maintain Workers' Compensation insurance in accordance with Section 3700 of the California Labor Code.

12.3 J&H agrees to notify City in the event the limits of its insurance should fall below the coverage stated in this paragraph or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

13. Indemnification.

13.1 J&H agrees to indemnify, hold harmless and defend City and City Council, its officers, employees, agents and volunteers, from any and all liability or financial loss including legal expenses and costs of expert witnesses and consultants resulting from any suits, claims, losses or actions brought by any person or persons, by reasons of injury and arising directly or indirectly from the negligent or wrongful activities and operations of J&H, including its officers, agents, employees, or subcontractors in the performance of this Agreement.

13.2 Notwithstanding the provisions of paragraph 13.1, City acknowledges its statutory obligation under California Government Code section 825 *et seq.* to defend and indemnify the Interim City Attorney and his assistants and deputies from and against all and any claims, actions and liabilities arising from work performed within the scope of their duties under this Agreement.

13.3 The provisions of this Paragraph 13 shall survive the termination of this Agreement.

14. Legal construction.

14.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

14.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

14.3 The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

14.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

14.5 J&H shall for all purposes be an independent contractor to the City.

15. Notices.

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Michelle Greene
City Manager
City of Goleta
130 Cremona Drive
Goleta, CA 93117

TO FIRM:

Michael Jenkins
Jenkins & Hugin, LLP
1230 Rosecrans Avenue Suite 110
Manhattan Beach, CA 90266
TEL (310) 643-8448
FAX (310) 643-8441

16. Warranty of Authorized Signatures.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

17. Use of the Term "City"

Reference to "City" in this Agreement includes the City Manager and any authorized representative acting on behalf of the City.

18. Entire Agreement.

This Agreement, together with any written modification pursuant to Paragraph 9 above, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of either party relating to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

Dated: April 4, 2017

CITY OF GOLETA


By _____
Paula Perotte, Mayor

ATTEST:

Deborah Lopez CITY CLERK
(Seal)

Dated: April 4, 2017

JENKINS & HOGIN, LLP
A Limited Liability Partnership

By  _____
CHRISTI HOGIN

Attachments: Exhibit A Scope of services and applicable bill rates
Exhibit B Oath of Office

EXHIBIT "A"

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES (Flat Fee)

A. The general legal services to be provided by J&H to the City shall include the following:

1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to land use, CEQA, general municipal law issues, general and routine public employee relations issues, interpretation of the Municipal Code, potential tort liability, risk management, and other routine legal issues
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents
3. Prepare for and attend all regular meetings of the City Council
4. Telephone consultations with Councilmembers and staff
5. Assumption of all pending assignments within J&H's competence unless otherwise determined in consultation with the City Manager; coordination with and supervision of outside counsel, including taking whatever steps needed to assure valid contracts are in effect
6. Advice relating to implementation of the City's NPDES/stormwater permit

B. The general legal services specified in paragraph A above and all other transactional services shall be provided at the flat fee of \$12,000 per month. The presumption is that General Services will fluctuate between 60 and 75 hours per month. If this estimate is significantly lower or higher after three months, the parties agree to reevaluate.

II. LITIGATION SERVICES

The litigation services performed under this Agreement shall be provided at the hourly rate of \$325 per hour for lawyers with more than 15 years of experience, \$275 per hour for lawyers with 10 to 15 years of experience and \$225 for lawyers with less than 10 years of experience.

J&H shall not be responsible for any pending litigation matters handled by attorneys previously or otherwise employed by the City unless the file has been transferred to J&H and a valid substitution of attorney has been filed with the applicable court.

III. SPECIALIZED OR ADDITIONAL LEGAL SERVICES

A. The specialized or additional legal services (excluding litigation services) to be provided by the J&H to the City may include the following:

1. Environmental Legal Services, including review draft environmental impact reports and related environmental documents;
2. Franchise, development agreement, lease, and settlement agreement negotiations and drafting of agreements;
3. Prepare for and attend any special or adjourned meetings of the City Council and meetings of Planning Commission or other committees or commissions;
4. Office conferences and criminal prosecution services to secure code compliance;
5. Other matters which are deemed by the parties to constitute specialized or additional legal services;

B. Specialized or additional legal services of the nature specified above in paragraphs 1 through 6 shall be billed at the hourly rate of \$195 per hour

Exhibit "B"

OATH OF OFFICE
California Constitution Article 20, Section 3

I, Michael Jenkins, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Michael Jenkins
Interim City Attorney
City of Goleta
Effective date: April 4, 2017

**AMENDMENT NO. 1 TO LEGAL SERVICES AGREEMENT
BETWEEN CITY OF GOLETA AND JENKINS & HOGIN LLP
ASSIGNMENT OF AGREEMENT FOR SERVICES**

This constitutes written consent to an assignment to Best, Best, & Krieger LLP of the Agreement for Services between City of Goleta ("City") and Jenkins & Hogin, LLP ("Contractor") dated April 4, 2017 (the "Agreement"). The consent is valid beginning April 1, 2018.

RECITALS

- A. The City entered into an Agreement with Contractor to provide legal services and perform the functions of Interim City Attorney.
- B. Contractor desires to assign or transfer interest in the Agreement to Best, Best, & Krieger LLP ("Assignee").
- C. Pursuant to Section 11 of the Agreement, Jenkins & Hogin, LLP requested permission to assign the Agreement to Assignee. The attorneys of Jenkins & Hogin LLP, including City Attorney Michael Jenkins, desire to merge law practices with Assignee and continue to practice under the auspices of Assignee. Assignee warrants that it possesses the skill and training to fully undertake the obligations of the Contractor under the Agreement and agree to all its terms. Moreover, the assignment will not change any of the personnel, fees, or other terms of the Agreement.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties agree as follows:

- 1. Consent. The City hereby consents to the assignment as requested effective April 1, 2018. If Contractor submits a fully executed assignment of the Agreement, Contractor will be excused from further obligations under the Agreement and Assignee will thereby assume all Contractor's obligations under the Agreement.
- 2. Client Files. The City hereby authorizes Firm to release hardcopy and electronic versions of any and all client papers and property including, without limitation, correspondence, e-mail, pleadings and other court filings, memoranda, legal research, draft documents, deposition transcripts, exhibits, physical evidence, expert reports, billing records, and other items contained in Firm's files related to the City to Assignee or to any representative or attorney from that firm. This authorization specifically extends to materials covered by the attorney client privilege and attorney work product doctrine, as well confidential and privileged materials related to personnel matters.


3. Limited Amendment. All terms and conditions of the Agreement remain in full force and effect.

CITY OF GOLETA



PAULA PEROTTE
MAYOR

CONTRACTOR



By: MICHAEL JENKINS, PARTNER:
JENKINS & HOGIN, LLP

ATTEST



DEBORAH LOPEZ
CITY CLERK

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
BEST, BEST, & KRIEGER, LLP.**

This **Amendment No. 2** to an AGREEMENT FOR LEGAL SERVICES by and between the **CITY OF GOLETA** a municipal corporation ("City") and **BEST, BEST & KRIEGER, LLP** ("Contractor") dated April 4, 2017 ("Agreement," Agreement No. 2017-034) is made this 18th day of June 2019.

RECITALS

WHEREAS, the City entered into the Agreement with Contractor to provide legal services and to perform the functions of Interim City Attorney; and

WHEREAS, the Agreement was amended on April 1, 2018, to consent to an assignment of the Agreement to Best, Best & Krieger, LLP ("Amendment No.1"); and

WHEREAS, the Agreement between City and Contractor currently provides in Section 1 Subsection (b), marked as Exhibit "A" entitled Scope of Services and Applicable Billing Rates, the total flat fee compensation amount of \$12,000 per month; and

WHEREAS, effective July 1, 2019, the parties desire to amend the Agreement to provide for additional compensation in the amount of \$1,000/month from \$12,000 (\$144,000/year) to \$13,000/month (\$156,000/year) to reflect 75 to 85 hours of work per month instead of 60 to 75 hours of work per month;

WHEREAS, the Agreement between City and Consultant does not provide for an inflationary increase to the annual rate; and

WHEREAS, the parties desire to amend the Agreement so as to provide for an inflationary increase of 1.5 percent per fiscal year commencing July 1, 2020; and

WHEREAS, the parties desire to amend the Agreement so as to replace Exhibit "A" entitled Scope of Services and Applicable Billing Rates with Exhibit "A-1" Scope of Services and Applicable Billing Rates, which contains all the above-mentioned terms; and

WHEREAS, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

WHEREAS, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

WHEREAS, the City Council approved this Amendment No. 2, on this 18th day of June 2019.

AMENDED TERMS

Now therefore City and Contractor agree as follows that the Agreement be, and hereby is, amended as follows:

1. This Agreement is amended to delete and replace in its entirety:

Exhibit A "Scope of Services and Applicable Billing Rates" with **Exhibit A-1 "Scope of Services and Applicable Billing Rates"** attached hereto and incorporated herein.


2. **Section 19. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

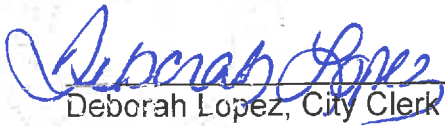
CITY OF GOLETA


Michelle Greene, City Manager

CONTRACTOR

Michael Jenkins,
Best, Best & Krieger, LLP

ATTEST


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Michelle Greene, City Manager

CONTRACTOR



Michael Jenkins,
Best, Best & Krieger, LLP

ATTEST

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

EXHIBIT A-1

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES (Flat Fee)

- A. The general legal services to be provided by J&H to the City shall include the following:
1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to land use, CEQA, general municipal law issues, general and routine public employee relations issues, interpretation of the Municipal Code, potential tort liability, risk management, and other routine legal issues
 2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents
 3. Prepare for and attend all regular meetings of the City Council
 4. Telephone consultations with Councilmembers and staff
 5. Assumption of all pending assignments within J&H's competence unless otherwise determined in consultation with the City Manager; coordination with and supervision of outside counsel, including taking whatever steps needed to assure valid contracts are in effect
 6. Advice relating to implementation of the City's NPDES/stormwater permit
- B. The general legal services specified in paragraph A above and all other transactional services shall be provided at the flat fee of \$13,000 per month. The presumption is that General Services will fluctuate between 75 and 85 hours per month. If this estimate is significantly lower or higher after three months, the parties agree to reevaluate.
- C. Commencing July 1, 2020, the compensation will increase by 1.5% per fiscal year and will increase thereon every July 1 of each year.

II. LITIGATION SERVICES

The litigation services performed under this Agreement shall be provided at the hourly rate of \$325 per hour for lawyers with more than 15 years of experience, \$275 per hour for lawyers with 10 to 15 years of experience and \$225 for lawyers with less than 10 years of experience.

J&H shall not be responsible for any pending litigation matters handled by attorneys previously or otherwise employed by the City unless the file has been transferred to J&H and a valid substitution of attorney has been filed with the applicable court.

III. SPECIALIZED OR ADDITIONAL LEGAL SERVICES

- A. The specialized or additional legal services (excluding litigation services)

to be provided by the J&H to the City may include the following:

1. Environmental Legal Services, including review draft environmental impact reports and related environmental documents;
 2. Franchise, development agreement, lease, and settlement agreement negotiations and drafting of agreements;
 3. Prepare for and attend any special or adjourned meetings of the City Council and meetings of Planning Commission or other committees or commissions;
 4. Office conferences and criminal prosecution services to secure code compliance;
 5. matters which are deemed by the parties to constitute specialized or additional legal services;
- B. Specialized or additional legal services of the nature specified above in paragraphs 1 through 6 shall be billed at the hourly rate of \$195 per hour.

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
BEST BEST & KRIEGER LLP**

This **Amendment No. 3** to an AGREEMENT FOR LEGAL SERVICES dated April 4, 2017 (Agreement No. 2017-034) ("Agreement") by and between the **CITY OF GOLETA**, a California municipal corporation ("City") and **BEST BEST & KRIEGER LLP**, a California limited liability partnership ("Contractor") is made and entered into as of this 18 day of February, 2020.

RECITALS

WHEREAS, the City entered into the Agreement with Jenkins & Hogin LLP to provide legal services and to perform the functions of Interim City Attorney; and

WHEREAS, the Agreement was amended on April 1, 2018 to consent to an assignment of the Agreement to Best Best & Krieger LLP (Amendment No. 1); and

WHEREAS, the parties on June 18, 2019 amended the Agreement to modify the compensation provided for therein (Amendment No. 2); and

WHEREAS, the parties now desire to further amend the Agreement in order to adjust the hourly rates for certain specialized services and to increase the hourly billing rate for additional services to reflect a cost of living adjustment; and

WHEREAS, this adjustment will be reflected in a revised Exhibit A-1 entitled Scope of Services and Applicable Billing Rates.

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, City and Contractor agree as follows:

1. Exhibit A-1 entitled Scope of Services and Applicable Billing Rates is hereby replaced in its entirety with Exhibit A-1 attached hereto and incorporated herein by reference.
2. Except as otherwise specifically provided herein, all other provisions of the Agreement as amended by Amendment No. 1 and Amendment No. 2 shall remain in full force and effect.

In witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA


Michelle Greene, City Manager

CONTRACTOR


Michael Jenkins
Best Best & Krieger LLP

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM:


Winnie Cai, Assistant City Attorney

EXHIBIT A-1

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES (Flat Fee)

- A. The general legal services to be provided by Best Best & Krieger to the City shall include the following:
1. Provide routine legal assistance, advice and consultation to the City Council and to City staff relating to land use, general CEQA, general municipal law issues, general and routine public employee relations issues, interpretation of the Municipal Code, potential tort liability, risk management, and other routine legal issues
 2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents
 3. Prepare for and attend all regular meetings of the City Council
 4. Telephone consultations with Councilmembers and staff
 5. Advice relating to implementation of the City's NPDES/storm water Permit
- B. The general legal services specified in paragraph A above shall be provided at the flat fee of \$13,000 per month. The presumption is that General Services will fluctuate between 75 and 85 hours per month. If this estimate is significantly lower or higher after three months, the parties agree to reevaluate.
- C. Commencing July 1, 2020, the compensation will increase by 1.5% per fiscal year and will increase thereon every July 1 or each year.

II. LITIGATION SERVICES

The litigation services performed under this Agreement shall be provided at the hourly rate of \$325 per hour for lawyers with more than 15 years of experience, \$275 per hour for lawyers with 10 to 15 years of experience and \$225 for lawyers with less than 10 years of experience.

Best Best & Krieger shall not be responsible for any pending litigation matters handled by attorneys previously or otherwise employed by the City unless the file has been transferred to Best Best & Krieger and a valid substitution or attorney has been filed with the applicable court.

III. ADDITIONAL LEGAL SERVICES

The additional legal services (excluding litigation services) to be provided by Best Best & Krieger to the City above and beyond General Legal Services include the following:

1. Negotiation and drafting of franchise, settlement and other complex agreements;
2. Prepare for and attend any special or adjourned meetings of the City Council and meetings of Planning Commission or other committees or commissions;
3. Matters which are deemed by the parties to constitute additional legal services;

Additional legal services of the nature specified above in paragraphs 1 through 3 shall be billed at the hourly rate of \$200 per hour. Commencing July 1, 2020, this hourly rate will increase by 1.5% per fiscal year and will increase thereon every July 1 or each year.

IV. SPECIALIZED LEGAL SERVICES

The specialized legal services (excluding litigation services) to be provided by Best Best & Krieger include the following:

1. Office conferences and criminal prosecution services to secure code compliance (\$235/Attorney, \$160/Paralegal).
2. Real estate services (\$350/Partner & Of Counsel, \$275/Assoc, \$225/Jr Assoc).
3. Labor and personnel services (\$350/Partner & Of Counsel, \$275/Assoc, \$225/Jr Assoc).
4. Telecom services (\$350/Partner & Of Counsel, \$275/Assoc, \$225/Jr Assoc).
5. Public Works Construction services (\$350/Partner & Of Counsel, \$275/Assoc, \$225/Jr Assoc).
6. Community Choice Aggregation (\$350/Partner & Of Counsel, \$275/Assoc, \$225/Jr Assoc).
7. Complex Environmental Legal Services, including review draft environmental impact reports and related environmental documents (\$350/Partner & Of Counsel, \$275/Assoc, \$225/Jr Assoc).

The above hourly rates will increase from time to time by agreement of the parties.

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF GOLETA AND BEST BEST & KRIEGER LLP**

This **Amendment No. 4** to the AGREEMENT FOR LEGAL SERVICES dated April 4, 2017 (Agreement No. 2017-034) (“Agreement”) is made and entered into as of this 3rd day of October, 2023, by and between the **CITY OF GOLETA**, a California municipal corporation (“City”) and **BEST BEST & KRIEGER LLP**, a California Limited Liability Partnership (“BBK”). City and BBK are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the City and Jenkins & Hogin LLP entered into the Agreement for the purpose of providing general municipal legal services to the City;

WHEREAS, thereafter, Amendment Nos. 1 through 3 to the Agreement, amended on April 1, 2018, June 18, 2019, and February 18, 2020, respectively, subsequently modified the Agreement by consenting to the assignment of the Agreement from Jenkins & Hogin to BBK and modifying the compensation provided for therein; and

WHEREAS, the Parties now desire to further amend the Agreement to (1) clean-up certain provisions, including updates to reflect the prior transition of the City Attorney position from Michael Jenkins to Megan K. Garibaldi, who was appointed as City Attorney by resolution of the City Council on October 5, 2021, and (2) make adjustments to the retainer and hourly rates for legal services to reflect cost of living and growth of the volume of City Attorney legal services work to be performed.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, City and BBK agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Amendments. In accordance with Section 9 of the Agreement, the Agreement may be modified by mutual written approval of the Parties. The Parties hereby agree to amend the Agreement as follows:

a. Section 2. Section 2 of the Agreement is hereby deleted and replaced in its entirety as follows:

2. Designation of City Attorney.

Megan K. Garibaldi is designated as City Attorney of the City. The Parties understand and agree that BBK may use other attorneys, paralegals, and analysts with BBK to assist Ms.

Garibaldi in the performance of this Agreement. The designation set forth in this paragraph may be changed by mutual agreement without a formal amendment to this Agreement.

b. Interim City Attorney. All references in the Agreement to “Interim City Attorney” shall be deemed a reference to the “City Attorney.”

c. Section 15. Section 15 of the Agreement is hereby deleted and replaced in its entirety as follows:

15. Notices.

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Robert Nisbet
City Manager
City of Goleta
130 Cremona Drive
Goleta, CA 93117

TO BBK: Megan K. Garibaldi
Best Best & Krieger
18101 Von Karman Ave.
Suite 1000
Irvine, CA 92612

d. Exhibit A-1. Exhibit A-1 to the Agreement, as set forth in Amendment No. 3, entitled “Scope of Services and Applicable Billing Rates,” is hereby replaced in its entirety with Exhibit A-1 attached hereto and incorporated herein by this reference.

3. Effective Date. This Amendment No. 4 shall be effective as of August 1, 2023.

4. Continuing Effect of Agreement. Except as expressly amended by this Amendment No. 4, all other provisions of the Agreement, including those provisions set forth in Amendment Nos. 1 through 3, remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by Amendment Nos. 1 through 4.

5. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

6. Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or

otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.


7. Counterparts. This Amendment No. 4 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 4 TO THE
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
BETWEEN THE CITY OF GOLETA AND BEST BEST & KRIEGER LLP**


IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 to the Agreement for Legal Services as of the day and year first above written.

CITY OF GOLETA

DocuSigned by:



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Robert Nisbet
City Manager

BEST BEST & KRIEGER

DocuSigned by:



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Megan Garibaldi, Partner
Best Best & Krieger LLP

ATTEST:

DocuSigned by:


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Deborah Lopez
City Clerk

APPROVED AS TO FORM:

DocuSigned by:


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Winnie Cai
Assistant City Attorney

EXHIBIT A-1

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

1. General Legal Services.

A. *Description.* The General Legal Services to be provided by Best Best & Krieger to the City shall include the following:

1. Preparation for and attendance at all meetings of the City Council, other legislative bodies of the City, and meetings of City staff.
2. Provide routine legal assistance, advice and consultation to the City Council and to City staff related to general municipal law issues, including routine Brown Act, conflicts of interest, Public Records Act, Municipal Code interpretation, land use, and public employment matters.
3. Preparation of routine ordinances, resolutions, agreements, and related documents.
4. Agenda and contract review.
5. Risk management.
6. Code Enforcement.
7. Any other routine legal issues not identified in the Special Legal and Litigation Services provided in Section 2, below.

B. *Retainer (Flat Fee).* The City shall pay for General Legal Services at the flat rate monthly retainer amount of **\$16,500.00 per month for up to 70 hours** of routine legal services.

C. *Hourly Rate (Retainer Overage).* General legal services in excess of **70 hours** in any given month shall be billed at **\$270 per hour** (blended) for attorneys and **\$180 per hour** (blended) for paralegals, analysts, and law clerks, with the exception that Code Enforcement and Public Records Act services shall will be billed at the rate of **\$239 per hour** (blended) for attorneys and **\$180 per hour** (blended) for paralegals, analysts, and law clerks.

D. *Reevaluation.* At the request of either Party, the Parties agree to re-evaluate the retainer after six months to adjust to the Parties' needs, if necessary.

2. Special Legal and Litigation Services.

A. *Description:* Special Legal and Litigation Services shall include the following types of services:

1. All litigation and formal administrative or other adjudicatory hearing matters, whether initiated by or against the City.

2. Labor relations/negotiations and complex employment matters, including tax, ERISA, and employee benefits.
3. Non-routine real estate matters (e.g., DDA negotiation/preparation, CC&R's, deed or title work).
4. Land acquisition and disposal matters (including pre-condemnation) and all agreements related to such acquisition and disposal.
5. Redevelopment/successor agency matters.
6. Housing-related matters.
7. Taxes, fees, and charges (e.g., Prop. 218 & Mitigation Fee Act).
8. Non-routine land use and development matters (including review of general plan updates, specific plan documents, LCPs, annexations and development agreements).
9. Non-routine renewable energy and energy-efficient projects.
10. Public bidding/construction/contracting advice and disputes.
11. Non-routine and extended contract negotiation matters (including use of non-BB&K model agreements and franchise agreements).
12. Environmental (CEQA, NEPA, endangered species) matters.
13. Water law, complex public utility, and solid waste matters.
14. Bankruptcy matters.
15. Non-routine election law matters.
16. Other matters mutually agreed upon by the Goleta City Manager and BBK.

B. *Hourly Rate.* The City shall pay for Special Legal and Litigation Services at the hourly rate of **\$355 per hour** for partners/of counsel, **\$280 per hour** for associates, and **\$185 per hour** for paralegals, analysts, and law clerks.

3. Third Party Reimbursable Legal Services.

A. *Description.* Third Party Reimbursable Legal Services shall include legal services provided to the City for which the City receives reimbursement from a developer or other third party. These reimbursable legal services typically include litigation for which the City is indemnified by a project applicant; CEQA and land use planning review, review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); and land use/environmental projects for which the City is entitled to reimbursement.

B. *Rates.* The City shall pay for Third Party Reimbursable Legal Services at BBK's then-current standard private client rates (which may be adjusted from year to year), less 10%.

4. Annual Adjustments; Other Mutual Adjustments. The rates or amounts provided for in Sections 1 and 2 shall be automatically increased as follows: Beginning on July 1, 2024 and every other July 1st thereafter during the term of this Agreement, they shall be increased for the change in the consumer price index for the twelve (12) month period published for the month of May, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the Los Angeles-Riverside-Orange Counties area; provided, however, that such adjustment shall never be lower than zero percent (0%) nor more than four percent (4%). In addition to the automatic rate increases, either BB&K or the City may initiate consideration of a rate increase at any time.