



From: Ty Lewis, City Manager

Subject: Approval of First Amendment to the Professional Services Agreement for City Attorney Services with Best Best & Krieger LLP; City Attorney and Assistant City Attorney Appointments

Date: February 15, 2022

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### **Facts**

1. Best Best & Krieger, LLP (BB&K) has been providing City Attorney services to the City since 2010 when former City Attorney, Iris Yang, joined BB&K. Iris Yang served as City Attorney from 1993 to 2019.
2. The City appointed Iris's assistant attorney, Kimberly Hood, as Interim City Attorney in February 2019. Kimberly announced her departure from BB&K, effective June 18, 2021.
3. The City appointed Elizabeth Hull, a member of BB&K's Executive Committee with over 20 years of municipal law experience, as Interim City Attorney in June 2021. Elizabeth's primary assistant from June 2021 until present has been Isaac Rosen, who previously worked in the City Attorney's Office at the City of San Luis Obispo before joining BB&K.
4. The City now wishes to amend the agreement with BB&K to formally appoint Elizabeth Hull as its City Attorney, and Isaac Rosen as its Assistant City Attorney.

### **Options**

1. Take no action;
2. Approve the First Amendment to the Professional Services Agreement appointing Elizabeth Hull as City Attorney and Isaac Rosen as Assistant City Attorney; or
3. Provide alternative direction to staff.

### **Analysis**

Elizabeth and Isaac have performed their interim City Attorney and Assistant City Attorney duties to the satisfaction of the City and have demonstrated that they are highly qualified to assume those duties on a permanent basis. The BB&K team will also continue to support Elizabeth and Isaac in specialty areas such as code enforcement/prosecution, municipal finance, and water law.

The attached First Amendment to the Professional Services Agreement with BB&K appoints Elizabeth Hull as City Attorney and Isaac Rosen as Assistant City Attorney. All other terms and provisions of the Agreement remain the same.

Services to be provided by BB&K include general counsel legal services, including office hours as requested, attendance at City Council and other meetings as requested, preparation of ordinances, resolutions, and agenda reports, and providing legal advice on municipal matters such as the Brown Act, Public Records Act, general employment and land use matters.

BB&K also provides special counsel services under the Agreement, which might include litigation, complex labor and employment matters, complex public policy and ethics matters, public retirement systems, non-routine advice on taxes, assessments, fees, Proposition 218, and other financial matters, non-routine advice on environmental law, water law, real estate matters, telecommunications matters, and other topics mutually agreed upon.

**Fiscal Impact**

There is no fiscal impact associated with this action.

**Recommendation**

Approve the First Amendment to the Professional Services agreement with BB&K appointing Elizabeth Hull as City Attorney and Isaac Rosen as Assistant City Attorney effective immediately.

**Attachments**

1. First Amendment to the Professional Services Agreement for City Attorney Services

# Attachment 1

## **FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES BY AND BETWEEN THE CITY OF EL PASO DE ROBLES AND BB&KBEST BEST & KRIEGER LLP.**

This First Amendment (“Amendment”), dated this 15<sup>th</sup> day of February, 2022, is entered into by and between the City of El Paso de Robles, a municipal corporation (“City”) and Best Best & Krieger, LLP., limited liability partnership (“BB&K”). City and BB&K are sometimes referred to in this Amendment individually as a “Party” and collectively as the “Parties.” This First Amendment is entered into in light of the following recited facts (each a “Recital”).

### **RECITALS**

A. BB&K has been providing the City with City Attorney services since September 2010. Prior to that time McDonough Holland and Allen PC through Iris Yang had been providing those services since 1994. Ms. Yang served as City Attorney until her retirement in 2019. Pursuant to the Amended and Restated Agreement for Legal Services Between City of El Paso De Robles and Best Best and Krieger, LLP, dated June 6, 2017, (“Agreement”) Kimberly Hood was appointed as the backup City Attorney. Following Iris Yang’s retirement in 2019, Kimberly Hood was appointed as Interim City Attorney.

B. In June of 2021 Kimberly Hood left BB&K and the City appointed Elizabeth Hull to serve as the Interim City Attorney and Isaac Rosen to serve at the Interim Assistant City Attorney.

C. Elizabeth and Isaac have performed their interim City Attorney and Assistant City Attorney duties to the satisfaction of the City and have demonstrated that they are highly qualified to assume those duties on a permanent basis.

D. The Parties now desire to amend the Legal Services Agreement to name Elizabeth Hull as the City Attorney and Isaac Rosen as the Assistant City Attorney

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings as follows:

### **TERMS**

1. SECTION 3.3, DESIGNATED CITY ATTORNEY. Section 3.3 of the Agreement is hereby amended in its entirety to read:

Elizabeth Wagner Hull shall be designated as City Attorney and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. Isaac Rosen shall be designated as Assistant City Attorney, and shall attend such meetings as may be requested by the City and shall provide

such other services as requested by the City Attorney. No change in these assignments shall be made without the consent of the City.

2. CONTINUING EFFECT OF AGREEMENT. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first written above.

**CITY OF EL PASO DE ROBLES**

**BEST BEST & KRIEGER, LLP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Ty Lewis

Elizabeth Wagner Hull

City Manager

Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

Melissa Boyer, City Clerk

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES (SUPPLEMENTAL)**

To assist the City to provide resources to the community to understand and meet the new requirements of these measures, BB&KBB&K will compile information and develop resources for use by City staff and community members subject to requirements of Measures 1.1 and 3.1 of the Sustainable Santee Plan. As such, BB&K proposes to perform the following additional tasks:

1. Conduct research and compile a list of resources for obtaining energy audits, including local companies and available rebates/resources through San Diego Gas and Electric.
2. Create two fact sheets that outline the requirements under Measures 1.1 and 3.1, and California Green Building Standards Tier 1 Voluntary Measures, including one for commercial buildings and one for residential buildings.

**EXHIBIT B**  
ACTIVITY SCHEDULE (SUPPLEMENTAL)

The additional tasks added by this First Amendment will be completed prior to June 21, 2022.