

**RESOLUTION NO. 25.014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH, CALIFORNIA, APPOINTING MEGAN GARIBALDI AS CITY ATTORNEY AND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF LAGUNA BEACH AND MEGAN GARIBALDI; AND FINDING SUCH ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the City Attorney is appointed by the City Council to serve as the legal advisor for all matters pertaining to the business of the City of Laguna Beach; and

**WHEREAS**, after careful consideration of cost, services, and operational benefits, the City Council has determined that transitioning to an in-house City Attorney will enhance collaboration, efficiency, and policy development while achieving long-term cost savings, and therefore appoints Megan Garibaldi as the City Attorney, effective April 28, 2025; and

**WHEREAS**, pursuant to Laguna Beach Municipal Code section 2.12.020, the City Attorney shall receive regular monthly compensation as may be fixed from time to time by resolution of the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH DOES RESOLVE:**

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

**SECTION 2.** Megan Garibaldi is hereby appointed City Attorney for the City of Laguna Beach effective April 28, 2025.

**SECTION 3.** The City Council hereby approves and authorizes the Mayor to execute the Employment Agreement between the City of Laguna Beach and Megan Garibaldi, which is attached hereto as Exhibit A and is incorporated herein by reference, and dated March 25, 2025.

**SECTION 4.** The City Clerk is hereby directed to administer the Oath of Office.

**SECTION 5.** Pursuant to the California Environmental Quality Act, a “project” means an action which has the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. (See CEQA Guidelines Section 15378(a).) A “project” specifically does not include continuing administrative or maintenance activities, such as personnel-related actions and general policy and procedure making. (CEQA Guidelines Section 15378(b)(2).) Furthermore, the proposed action is exempt from CEQA as there is no possibility that such action would have a significant negative effect on the environment. (CEQA Guidelines Section 15061(b)(3).) The City Council finds that the proposed action is administrative in nature and personnel-related in that it appoints Ms. Garibaldi as the City Attorney and approves the employment agreement with Ms. Garibaldi. As such, the action does not constitute a project. Alternatively, the City Council finds that the action is exempt because there is no possibility that it will have a significant negative effect on the environment as it is a personnel-related action.

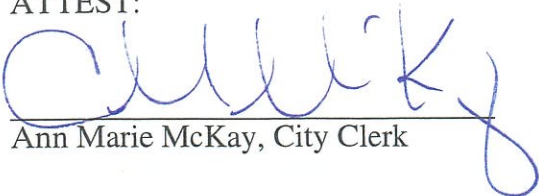
**SECTION 6.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**SECTION 7.** This Resolution is effective upon Ms. Garibaldi completion of a background check, to be completed within 30 days of Council approval, consistent with City policies and procedures.

ADOPTED this 25th day of March, 2025.

  
\_\_\_\_\_  
Alex Rounaghi, Mayor

ATTEST:

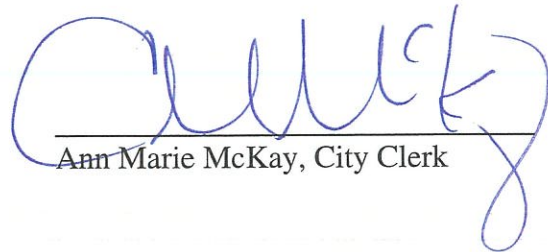
  
\_\_\_\_\_  
Ann Marie McKay, City Clerk

I, Ann Marie McKay, City Clerk of the City of Laguna Beach, certify that the foregoing Resolution No. 25.014 was duly adopted at a regular meeting of the City Council of said City held on March 25, 2025, by the following vote:

AYES: COUNCILMEMBERS: Jones, Kempf, Whalen, Orgill, Rounaghi

NOES: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None



Ann Marie McKay, City Clerk

**Exhibit A**  
**(Employment Agreement between the City of Laguna Beach and Megan Garibaldi)**

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF LAGUNA BEACH AND MEGAN GARIBALDI**

THIS EMPLOYMENT AGREEMENT (“**Agreement**”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LAGUNA BEACH, a general law city and municipal corporation (“**City**”), and MEGAN GARIBALDI, an individual (“**Garibaldi**,” and collectively with the City, the “**Parties**”), both of whom understand as follows:

**RECITALS**

A. City desires to engage the services of Garibaldi, and Garibaldi desires to accept employment, as City Attorney of the City of Laguna Beach, as provided by the provisions of Chapter 2.12 of the Laguna Beach Municipal Code;

B. It is the desire of the City Council to (1) secure and retain the services of Garibaldi and to provide inducement for her to remain in such employment, (2) make possible full work productivity by assuring Garibaldi’s morale and peace of mind with respect to future security, and (3) provide a means of terminating Garibaldi’s services if City so desires to terminate her employ;

C. Garibaldi desires to accept employment, on an at-will basis, as the City Attorney of the City; and

D. The Parties further desire to establish certain benefits and certain conditions of Garibaldi’s employment.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

**1. Employment.**

a. Duties. The City hereby agrees to employ Garibaldi as City Attorney of the City to perform the functions and duties specified in City's Municipal Code and the Government Code of the State of California, and Garibaldi agrees to accept such employment. Garibaldi shall perform all duties and responsibilities imposed by law and industry standards, and such legally permissible further and proper duties and functions as the City Council may from time to time assign. Garibaldi shall hold office at the pleasure of the City Council.

b. Work Efforts and Schedule. Garibaldi shall devote such time, interest, and effort to the performance of her duties as may be reasonably necessary to fulfill the requirements set forth in Section 1.a. Garibaldi agrees to perform such services to the best of her ability, in an efficient and competent manner consistent with the standards of the profession. Due to the nature of the City Attorney position, it is understood that flexibility is required for Garibaldi's work schedule, including without limitation the need for remote work and to modify her schedule within reason to adjust for attendance at meetings at night and during other times outside of ordinary business hours, at Garibaldi's reasonable discretion. Without limiting the generality of the foregoing, Garibaldi understands and agrees that the position is an exempt, salaried, full-time position that may involve expenditures of time in excess of forty (40) hours per week, and will also include time outside normal office hours, such as attendance at City Council and other meetings. Garibaldi shall be exempt from paid overtime compensation and from Fair Labor Standard Act work hours restrictions. For purposes of this Section, "normal office hours" shall refer to work at City Hall when it is open for business, as determined by the City Council.

c. Outside Professional Activities. Due to the nature of the City Attorney position, it is understood Garibaldi shall not consult or engage in other non-City connected business or employment (aside from community volunteer activities) without the prior knowledge and express approval of the City Council. Garibaldi may, however, undertake limited outside activities, including (a) volunteer professional development activities, including activities on behalf of organizations like the League of California Cities and City Attorney associations; (b) volunteer activities; (c) teaching, subject to City Council approval; and/or (d) other related activities, provided that such activities do not in any way interfere with, conflict with, or adversely affect her employment as City Attorney or the performance of her duties as provided herein.

2. Term. This Agreement shall be effective as of April 28, 2025, which is the commencement date of Garibaldi's service as City Attorney (April 28 shall hereinafter be referred to as the "Anniversary Date") and continued year to year thereafter unless and until terminated as provided in Section 3 herein.

3. Termination, Resignation, and Severance Pay.

a. At-Will. Garibaldi's employment with the City is on an at-

will basis. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate, by a majority vote of the City Council, the services of Garibaldi without cause, at any time and without notice other than a duly-noticed City Council meeting agenda, and complying with Section 3.d of this Agreement and the Laguna Beach Municipal Code, as may from time to time be amended.

b. Resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Garibaldi to resign from her position, subject only to Garibaldi providing sixty (60) days' prior written notice to the City. Garibaldi's resignation shall be deemed accepted upon delivery of a written resignation to the City Council.

c. For Cause Termination. Notwithstanding the provisions of Section 3.a, City may terminate this Agreement "for cause" as defined below. In the event Garibaldi is terminated by the City for "cause" (*i.e.*, a "**For Cause Termination**") then City may terminate this Agreement immediately and Garibaldi shall not be entitled to severance and will only be entitled to the compensation accrued up to the date of such For Cause Termination. For Cause Termination shall be defined for purposes of this Agreement to only mean any of the following: (1) conviction of any felony; (2) conviction of a misdemeanor arising directly out of the City Attorney's duties pursuant to this Agreement involving a willful and intentional violation of law; (3) conviction of a crime of moral turpitude; (4) removal from office by the Grand Jury; (5) willful abandonment of duties; (6) malfeasance; (7) gross negligence; (8) fraud; (9) serious misconduct, substantiated through an independent investigation (*e.g.*, sexual harassment, discrimination), which would constitute a violation of City policy, or state or federal law; or (10) failure to maintain any license required to practice law in the State of California. (Conviction for purposes of this Agreement includes a judgment entered after a trial, plea of guilty, or plea of nolo contendere).

d. Severance. In the event Garibaldi is terminated by the City Council at any time that Garibaldi is still willing and able to perform the duties of City Attorney, and the termination is not a For Cause Termination (*i.e.*, it is instead an "**At Will Termination**"), as defined in Section 3.a, above, then, subject to the limitations set forth in Government Code Section 53260, the City shall pay Garibaldi a lump sum cash payment

settlement equal to six (6) months' base pay (as defined in Section 5, below) (“**Severance**”), exclusive of incentive or bonus pay, benefits and other non-cash remuneration, except health benefits which will be continued, at the same level of City contribution provided Department head level employees (and at the same coverage election as at the time of termination), for the same period as the severance or until Garibaldi begins other employment, whichever occurs first. To receive Severance, Garibaldi must execute and deliver to the City a Settlement Agreement and General Release, in a form satisfactory to the City, within twenty-one (21) days of the date of notice of the At-Will Termination given by a majority membership of the City Council. In the event Garibaldi elects not to sign the Settlement Agreement and General Release, Garibaldi will not be entitled to Severance. The term At Will Termination shall include Garibaldi’s resignation, but only if it is preceded by a formal request by a majority of the membership of the City Council that she resign. The term At Will Termination does not include any of the following circumstances, for which Garibaldi will not be entitled to Severance: (1) her employment is terminated by the Council at any time for cause (*i.e.*, a For Cause Termination); (2) Garibaldi resigns or retires, except for a resignation as referenced in the immediately preceding sentence; or (3) in the event of death, or due to a medical condition or disability, even with reasonable accommodations, Garibaldi cannot perform the essential functions of the employment position.

e. Effect of Payment of Severance/Release.

i. It is understood and agreed by the Parties that Garibaldi is employed at will, and that upon commencement of the City’s payment of Severance to Garibaldi, any right of Garibaldi to continued employment with City is terminated. The promise and tender of payment to Garibaldi, of any Severance payable herein, is in lieu of any damages which Garibaldi might claim arising out of the At Will Termination of the employment relationship between the Parties, including lost wages, breach of contract, express or implied, breach of covenant of good faith and fair dealing, emotional distress and anxiety, or any similar contractual and personal injury claims.

ii. This Section does not otherwise affect, waive, nor release any other rights Garibaldi may have under this Agreement or applicable law.

f. Abuse of Office. Pursuant to Government Code sections 53243 *et seq.*, if Garibaldi is convicted of a crime involving an abuse of her office or position, as defined below, all of the following shall apply upon final conviction: (1) if Garibaldi is provided with administrative leave pay pending an investigation, she shall be required to fully reimburse such amounts paid; (2) if the City, in its discretion, pays for the criminal legal defense of Garibaldi, in her official capacity, Garibaldi shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Garibaldi may receive from the City shall be fully reimbursed to the City. For purposes of this Section, “abuse of office or position” means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority as those crimes are specifically defined under specific provision of California statute; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code or as specifically defined under separate provision of California statute. Conviction shall have the meaning as set forth in Section 3.C.

g. Public Communications. The City and Garibaldi agree that neither the City nor Garibaldi, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning Garibaldi’s separation from the City, except in the form of a joint press release, the content of which is mutually agreeable to the City and Garibaldi. Consent of either Party to such joint press release shall not unreasonably be withheld. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry. This Section 3.g shall not apply in the event of a For Cause Termination.

h. Survival. This Section will survive termination of the Agreement.

4. Revolving Door. Garibaldi must comply with Government Code Section 87406.3 for a period of one year after separating from service with City. This Section will survive termination of this Agreement.

5. Compensation.

a. Base Salary. The City agrees to pay Garibaldi for the services required by this Agreement a base annual salary of Two-Hundred and Ninety-

Seven Thousand Dollars (\$297,000), payable in equal installments at the same time as other employees of the City are paid and subject to customary withholding for taxes and other required deductions.

b. Indexed Salary Increases. Commencing in 2026, and subject to the completion of an annual performance evaluation, the City agrees to increase Garibaldi's base salary with an annual cost of living adjustment ("COLA") by a percentage equivalent to the percent change in the May Consumer Price Index for Urban Wage Earners and Clerical Workers (Los Angeles/Long Beach/Anaheim), as calculated by the Department of Industrial Relations ("**DIR CPI Increase**"), during the preceding 12-month period, up to a maximum of four percent (4%) per year, effective July 1 of each year, without the need for a separate amendment to this Agreement ("**Automatic COLA Increase**"). In the event the DIR CPI Increase exceeds four percent (4%) in any year, the City Council may, but is not obligated to, award a greater COLA increase than the Automatic COLA Increase permitted by this Section; provided, however, that such an increase shall require written amendment of this Agreement, approved by the City Council at a regular meeting. Notwithstanding the foregoing, and without completion of a performance evaluation, the City will increase Garibaldi's base salary by four percent (4%) effective July 1, 2025 and only for FY 25/26.

c. Other Salary Adjustments. On her Anniversary Date starting in 2026, the City may consider potential increases to Garibaldi's salary and/or any other benefits Garibaldi receives, and to make modifications in such amounts and to such extent (whether in the nature of a merit-based base salary increase, other compensation enhancement, or otherwise) based on performance, comparative salaries, and the finances of the City, as the City Council in its discretion may determine that it is desirable to do so, to take effect on July 1 of the forthcoming fiscal year. The City Council may, in its discretion, also determine to give Garibaldi exceptional performance recognition in the form of a one-time check for exceptional performance during the prior year. Any modifications to Garibaldi's compensation or benefits as contemplated in this Section 5.c require written amendment of this Agreement, approved by the City Council at a regular meeting.

6. Automobile. The City agrees that upon proof of insurance coverage

in an amount acceptable to the City, the City shall provide Garibaldi a monthly vehicle allowance of Five Hundred Dollars (\$500.00) per month, which shall be paid in equal installments in each pay period. The vehicle allowance is intended to reimburse Garibaldi for mileage costs and the use of her private vehicle for City business. Garibaldi must provide her own automobile for her use in performing her duties and is responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. Garibaldi agrees to adhere to all laws, regulations, and City policies applicable to vehicles, driving, or traffic when operating her vehicle on City-related business.

7. **Internet/Cell Phone Stipend.** The City agrees to provide Garibaldi a cell phone stipend of Eighty Dollars (\$80) per month, which shall be paid in equal installments in each pay period (“**Cell Phone Stipend**”); provided, however, that if Garibaldi instead elects to receive a City-issued cell phone paid for at City expense, no Cell Phone Stipend shall be provided. The City further agrees to provide Garibaldi an internet stipend of Fifty Dollars (\$50) per month (“**Internet Stipend**”), which shall be paid in equal installments in each pay period. The Cell Phone and Internet Stipends, respectively, are intended to reimburse Garibaldi for personal discretionary technological purchases and expenses in furtherance of employment (*e.g.*, cellular phone, data plan, home internet service) while conducting City business. In the event Garibaldi elects to receive the Cell Phone Stipend, she shall use her personal cellular phone for transaction of City business, and the Cell Phone and Internet Stipends, in part, shall serve as reimbursement for use of her private phone and personal internet for business purposes. The City further agrees to furnish Garibaldi with a laptop computer for purposes of conducting official City business. Garibaldi agrees the use of such laptop computer shall be for conducting City business only and shall not be used for personal purposes.

8. **Leaves, Vacation, and Holidays.**

a. **Sick Leave.** Sick leave shall accrue at the rate of eighty (80) hours per year. Sick leave accrues and is accounted for on a prorated basis in each pay period. Garibaldi shall be provided an initial bank of twenty (20) hours of sick leave. Sick leave may be used for personal illness, illness of a spouse or dependent, and doctor and dentist appointments or as otherwise provided under California law. Garibaldi is entitled to unlimited accumulation of sick leave, pursuant to the terms of this Section 8.a. Sick

leave earned can be cashed in (into the City's Retirement Health Savings ("RHS") Plan) at the rate of fifty percent (50%) of its value upon death, retirement for disability or from service, or resignation; provided, however, that sick leave cannot be cashed in (into the RHS Plan or otherwise), to the extent not used in the fiscal year accrued, in the event of a For Cause or At Will Termination. Except for the limitations provided above, cash-in (into the RHS Plan) can be requested in October or May of each fiscal year. Sick leave not cashed in may be carried over for cash-in (into the RHS Plan) during October or May of future fiscal years. Accrued sick leave may also be converted to service credit under the "Credit for Unused Sick Leave" option of the Public Employees' Retirement System per Government Code section 20965. Garibaldi will not be otherwise compensated for any unused sick leave at the time of separation of employment except as provided herein.

b. Vacation Leave. Garibaldi shall earn one-hundred and seventy-six (176) hours of vacation per year. Vacation leave accrues and is accounted for on a prorated basis in each pay period. Garibaldi shall be provided an initial bank of forty (40) hours of vacation leave, and on her Anniversary Date each year thereafter shall receive an additional forty-eight (48) hours of banked vacation leave. Garibaldi may use vacation as it accrues. Vacation accrued by Garibaldi and not taken shall be paid to Garibaldi when separating from City service, calculated at Garibaldi's then-current base hourly rate; it shall not be necessary to carry Garibaldi on the payroll for the vacation period available at time of separation. In the event separation from the City is caused by Garibaldi's death, payment shall be made to Garibaldi's designated beneficiary or in accordance with the law. Vacation is transferable from one year to the next. Garibaldi may accrue a maximum of 400 hours of vacation. Every calendar year, Garibaldi may opt to exchange unused vacation time for monetary compensation at her then-current base hourly rate.

c. Administrative Leave. Administrative leave of ninety (90) hours per year is provided for Garibaldi to be taken at her discretion, which shall be deemed earned on July 1 of each year. Garibaldi shall receive an initial bank of fifteen (15) hours of administrative leave, which reflects the prorated administrative leave hours for a partial year's service from commencement date through June 30. Administrative Leave not used by June 30 of each year shall not be converted, carried over or cashed out, and shall be

eliminated. Furthermore, Garibaldi will not be compensated for any unused Administrative Leave at the time of separation of employment.

d. Holidays. Garibaldi shall be entitled to the same number of paid holidays per year as provided to other City unrepresented executive and management employees.

**9. Retirement, Insurance, and Other Benefits.**

a. CalPERS Retirement. The City agrees to execute all necessary agreements to enroll Garibaldi as a new member in the California Public Employees Retirement System ("CalPERS") commensurate with the standard City employee retirement benefits program, as that program may be changed from time to time. During the term of this Agreement, the City and Garibaldi shall each make the statutorily required contributions to CalPERS applicable to new members.

b. Deferred Compensation. The City shall establish a 457(b) deferred compensation plan on Garibaldi's behalf and each year contribute to the plan an amount equal to the IRS maximum for each taxable year (i.e., \$23,500 in 2025), which shall be provided in equal installments concurrent with employee pay periods. The City shall not contribute more than twenty-five thousand dollars (\$25,000) to the plan even if the IRS maximum exceeds that amount.

c. Medical and Other Insurance.

i. Medical.

(a) City Contribution. The City shall provide health (medical, dental and vision) insurance benefits to Garibaldi as commensurate with the standard department head employee health benefits. The City shall pay one hundred percent (100%) of the premium coverage for Garibaldi, and ninety percent (90%) of the premium coverage for all dependent care. Garibaldi shall be responsible for the remaining dependent care premium coverage, as well as all co-pays, charges, out-of-pocket expenses, and other costs required by the insurance provider or for any such co-pays, charges, out-of-pocket expenses, and other costs not covered by insurance.

(b) In-Lieu Benefit. In lieu of selecting to use the City-provided above-referenced health benefit coverage, Garibaldi may elect a cash flex benefit in the amount of sixty percent (60%) of the City's HMO employee only rate per

month, which shall be provided in equal installments concurrent with employee pay periods, with proof of alternative medical and dental coverage.

ii. Life Insurance and Long Term Disability. City shall provide Garibaldi with a term life insurance policy in the face amount equal to one year's base salary, as set forth in Section 5.a. City shall further pay the premium for long-term disability insurance, as provided to other department head level employees within the City.

d. Other Insurance. City shall provide and pay for all other insurance mandated by State law.

**10. Professional Development**. The City hereby agrees to budget for and pay travel and subsistence expenses of Garibaldi for professional travel, official travel, meetings necessary to pursue official and other functions for the City and to continue professional development of Garibaldi, to the extent deemed reasonable by the City Council. The City also agrees to pay for the travel and subsistence expenses of Garibaldi for short courses, institutes and seminars that are necessary for her professional development, mandatory continuing legal education, and for the good of the City.

**11. Memberships**. The City agrees to pay Garibaldi's membership dues and subscriptions in the American Bar Association, the Orange County Bar Association, and the Orange County City Attorney's Association, League of California Cities, and other similar organizations to which the City is a member, at City expense with prior City approval. Garibaldi shall have a reasonable right to attend meetings of such organizations.

**12. General Expenses**. The City recognizes that certain extraordinary expenses of a non-personal and job-affiliated nature may be incurred by Garibaldi, such as a business-related lunch or certain expenses incurred at a conference of a professional organization of which Garibaldi is a member. The City agrees to reimburse Garibaldi for reasonable expenses which are submitted to the City Council within thirty (30) days of occurrence for approval and which are supported by expense receipts, statements or personal affidavits, and an audit thereof in like manner as other demands against the City. For the avoidance of doubt, this paragraph is intended to apply to business expenses that Garibaldi herself directly incurs in performance of her job duties.

**13. Performance Evaluation**. The City Council will conduct a performance evaluation of Garibaldi at least annually. At the election of either Garibaldi

or the City Council, the format of such evaluation shall be a facilitated evaluation conducted by a third-party facilitator that is mutually agreeable to both the City Council and Garibaldi, at the City Council's expense. If neither the City Council nor Garibaldi elect for a facilitated evaluation, the format of the evaluation shall be as determined by the City Council. The City Council shall provide Garibaldi with an evaluation of her performance based on criteria established by the City Council with the assistance of Garibaldi and/or the facilitator, if so elected. Garibaldi shall be provided an adequate opportunity to discuss her evaluation with the City Council. The annual evaluations are expected to take place within one month before or after the Anniversary Date, or at any other time as requested by Garibaldi. Notwithstanding the foregoing, the City Council may evaluate Garibaldi at any time.

**14. Indemnification.** In accordance with and consistent with the California Government Code, the City shall provide Garibaldi with a defense and indemnification, and shall hold Garibaldi harmless from and against any and all claims, actions, or causes of action of any kind, including any tort, professional liability, claim or demand, or other legal action for which Garibaldi may be held liable and which arise out of or relate to Garibaldi's performance of her job duties at City, including any alleged act or omission, under this Agreement. For the avoidance of doubt, Garibaldi is not required to maintain separate professional liability insurance under this Agreement and any such claims are subject to the defense, indemnity, and hold harmless agreement this Section. This section shall not apply to any intentional tort or crime committed by Garibaldi, to any action outside the course and scope of the services provided by Garibaldi under this Agreement, or to any other intentional or malicious conduct or gross negligence of Garibaldi. In addition, and in accordance with and consistent with applicable law, the City shall defend, at the City's expense and with counsel of the City's choosing, any action, claim, or proceeding in which Garibaldi is named and which alleges actions on the part of Garibaldi, or failures to act, within the scope of the above-referenced indemnity obligation. Notwithstanding the foregoing, any funds provided for the legal criminal defense of Garibaldi, if such were authorized, shall be fully reimbursed to the City if Garibaldi is convicted of a crime involving an abuse of her office or position, in accordance with

Government Code section 53243.1, as discussed in Section 3.f. This Section will survive the termination of the Agreement.

**15. Bonding.** The City shall bear the full cost of any fidelity or other bonds required of Garibaldi, acting as City Attorney of the City, under any law or ordinance.

**16. Other Terms and Conditions of Employment.** The City Council may by resolution or contract amendment from time to time fix other terms and conditions of Garibaldi's employment as the City may determine relating to the performance of her duties as City Attorney, provided that such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the City's Municipal Code, and all applicable laws.

**17. Notices.** Notices given under this Agreement shall be in writing and shall be served personally or sent by Federal Express or some equivalent private overnight delivery service. Notices shall be deemed received at the earlier of actual receipt or two (2) days following transmission to an overnight carrier.

**City**

Attn: City Council  
City of Laguna Beach  
505 Forest Avenue  
Laguna Beach, CA 92651

With a copy to:

Aggie Nesh, Director of Human Resources Risk  
Management  
505 Forest Avenue  
Laguna Beach, CA 92651

**Garibaldi**

MEGAN GARIBALDI  
City of Laguna Beach  
505 Forest Avenue  
Laguna Beach, CA 92651

Or

To the address on file with the City's Human  
Resource Department

**18. Arbitration.** Any controversy or claim arising out of the interpretation or performance of this Agreement, or otherwise pertaining to this Agreement or Garibaldi's appointment and service as the City Attorney, shall be resolved by binding arbitration in Orange County, California, in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc., or such other arbitration service that the City and Garibaldi may mutually select; and the arbitration award may be enforced as provided by California law. The City shall be solely responsible for the costs of administration and the costs of the arbitrator.

**19. Assignment.** This Agreement is not assignable by either the City or Garibaldi. The City and Garibaldi acknowledge that this Agreement is a personal services agreement for the personal services of the City Attorney.

**20. General Provisions**

a. The text herein shall constitute the entire agreement between the Parties. No representations have been made or relied upon except as set forth herein. The Agreement is deemed to have been prepared by all of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contracts under the law of the State of California. The use of section headings in this Agreement is provided for convenience only and will not have any impact on the interpretation of particular provisions.

b. If Garibaldi dies or becomes incapacitated during the Term of this Agreement, any accrued and unpaid wages provided by the terms of this Agreement shall be paid by City to Garibaldi's spouse or if no spouse, to Garibaldi's dependents. The Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the Parties; provided, however, that Garibaldi may not assign Garibaldi's obligations hereunder.

c. If any provision or portion hereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

d. This Agreement represents the entire understanding of the City and Garibaldi as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. Except as specifically authorized by this Agreement, this Agreement may not be modified, altered or amended, except in writing approved by the City Council at a regular public meeting and Garibaldi, and signed by the Mayor and Garibaldi.

e. Garibaldi is expected to conform to California Rules of Professional Conduct and the California Business & Professions Code. Garibaldi shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to Garibaldi's employment with the City. Garibaldi shall not engage in any business or transaction, or have a financial or other personal interest or association, direct or indirect, that is in conflict with the proper discharge of her official duties or that would tend to impair the independence of her judgment or action in the performance of her official duties.

f. This Agreement shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in the state court in the County of Orange, California.

g. Garibaldi acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in the Agreement.

*{Remainder of page intentionally left blank; signatures to follow}*

IN WITNESS WHEREOF, the City and Garibaldi have executed this Agreement as of the day and year first above written.

**GARIBALDI**

Megan K. Garibaldi

Megan K. Garibaldi (Apr 1, 2025 09:55 CDT)

MEGAN GARIBALDI

**CITY OF LAGUNA BEACH**

By: Alex Rounaghi

Alex Rounaghi (Apr 3, 2025 16:42 PDT)

ALEX ROUNAGHI, MAYOR

ATTEST:

Ann Marie McKay

ANN MARIE MCKAY, CITY CLERK

APPROVED AS TO FORM:

J. Scott Tiedemann

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