

**AGENDA ITEM 6**

- Public Hearing
- Ordinance
- Consent Calendar
- Discussion

WALNUT CITY COUNCIL**AGENDA DATE: FEBRUARY 25, 2015**

To: Mayor Tragarz and Council Members

VIA: Robert Wishner, City Manager *[Signature]*

FROM: Karen Ogawa, Administrative Services Director *[Signature]*

SUBJECT: Request for Appropriation to Provide Legislative Advocacy and Governmental Affairs Services

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize City Manager to enter into a contract with Joe A. Gonsalves & Sons; and
2. Appropriate an additional \$16,000 to account number 01-4700-6216 (Professional Services) from General Fund reserves.

BACKGROUND:

In order to efficiently and effectively represent the City's interests at the State level on matters adversely impacting Walnut, retention of a professional lobbyist firm is essential. Although an agency's interests are not always met through lobbying efforts, the immense knowledge of the inner workings of the State Legislature and their personal relationships certainly lends to a better success rate. Further, retention of a lobbyist provides for a level playing field as City's are often dealing with entities that have multiple lobbyist's opposing the City's will. Ancillary to traditional lobbying, firms can also assist the City in identifying and obtaining State funding available for City programs and proposed capital projects.

The City previously engaged Joe A. Gonsalves and Son (August 2010 to June 2012) for assistance with a redevelopment matter and during such time they also assisted with the City's attempt to secure grant funding for the proposed Aquatics/Community Center Project. Although not successful, it is important to note that the City's redevelopment interests coincided with the Legislature's consideration of eventual elimination of redevelopment State-wide. As for the grant funding, Walnut was in a very competitive pool of agencies for monies that would benefit regional projects and as you are aware, our project is more area

specific and will service primarily the immediate Walnut community. Hence the City did not receive an award of grant monies.

STAFF ANALYSIS:

By authorizing the City Manager to enter into agreement for legislative advocacy services with Joe A. Gonsalves and Son the City will have a professional lobbyist, who represents more than 55 cities across the State, including Diamond Bar, La Puente, Chino, Chino Hills, West Covina, and Rosemead. A comprehensive client list is available in the City Clerk's office.

In the immediate, Gonsalves and Son may assist the City with matters related to Mt. San Antonio College. Additionally, they will be charged with monitoring legislative actions that are of concern to the City such as AB 254 which could adversely impact our election as it proposes to eliminate established election dates in March and April.

The cost for the legislative advocacy services is \$4,000 per month which is the same rate charged in prior years and consistent with our neighboring Cities.

FISCAL IMPACT:

This item is unanticipated and therefore was not budgeted for the fiscal year. An appropriation of \$16,000 from General Fund reserves is required to fund the services for the remainder of the fiscal year. Staff will budget ongoing expense in subsequent budgets.

RELATION TO MISSION STATEMENT:

By retaining the services for legislative advocacy, the City will maintain a high level of safety and services.

Attachments:

1. Legislative Advocacy Agreement

ATTACHMENT 1

Legislative Advocacy Agreement

AGREEMENT

BETWEEN JOE A. GONSALVES & SON AND THE CITY OF WALNUT

The CITY OF WALNUT (hereinafter "CITY") wishes to engage the services of JOE A. GONSALVES & SON (hereinafter "ADVOCATE"), located at 925 L Street, Suite 250, Sacramento, California, to provide services in legislative advocacy and governmental affairs in matters affecting cities in the State of California.

The purpose of this Agreement is to state the terms and conditions under which ADVOCATE will provide services to CITY.

The terms and conditions are limited to the following:

1. ADVOCATE's Scope of Services. ADVOCATE agrees to assume and perform the following duties and responsibilities:
 - a. ADVOCATE is designated and authorized by CITY to act as its official legislative advocate with the California State Legislature and all California State Agencies regarding issues affecting CITY.
 - b. ADVOCATE shall review all legislative bills introduced in the California Legislature and shall inform the CITY OF WALNUT all such legislation affecting CITY 's interests. ADVOCATE shall forward weekly a copy of all such bills to the CITY.
 - c. ADVOCATE shall assist CITY in identifying and obtaining state funding available for CITY programs and proposed capital projects.
 - d. ADVOCATE shall provide a monthly written summary conducted on behalf of the CITY during the legislative session and at other times if significant activity warrants it.
 - e. ADVOCATE shall arrange meetings with legislative representatives for CITY's elected officials and staff when necessary.
 - f. ADVOCATE shall initiate legislative proposals on behalf of the CITY.
 - g. ADVOCATE shall attend and provide testimony on behalf of CITY in legislative hearings when warranted.

2. CITY 's Duties and Responsibilities:
 - a. CITY shall analyze and review all legislative bills submitted to it by ADVOCATE and inform ADVOCATE, in writing, of its position on any and all such bills CITY wishes ADVOCATE to pursue.
 - b. CITY shall, on a timely and continuing basis, apprise ADVOCATE of the specific issues and bills it wishes to have analyzed or pursued by ADVOCATE under this Agreement.
 - c. CITY shall, on a timely basis, pay all bills and invoices submitted to it by ADVOCATE.
3. Effective Date and Term. This agreement shall become effective on the 1st day of March 2015, and shall continue in full force and effect unless and until terminated by CITY and/or by ADVOCATE.
4. Compensation. CITY shall pay to ADVOCATE the monthly sum of \$4,000 (FOUR THOUSAND DOLLARS AND NO CENTS) payable in advance on the first day of each month.
5. Costs and Expenses. CITY shall reimburse ADVOCATE for any travel and/or other expenses directly related to any request by CITY for ADVOCATE to participate in any meetings or activities outside of Sacramento.
6. Attorneys Fees and Costs. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
7. Indemnification. ADVOCATE agrees to indemnify and hold harmless CITY, its officers, agents and employees from any and all claims and losses accruing or resulting in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by ADVOCATE's performance of this Agreement as a result of the sole negligence of ADVOCATE and totally without fault to the CITY, its officers, agents or employees.
8. Governing Law. This Agreement shall be governed by the laws of the State of California.
9. Entire Agreement/Severability. This Agreement has 3 (THREE) pages. It constitutes the entire Agreement between parties regarding its subject matter. If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

10. Notice of Termination.

- a. Notice of termination under this Agreement by ADVOCATE shall be given to CITY by certified mail to the following address:

City of Walnut
21201 La Puente Road
PO Box 682
Walnut, CA 91789

- b. Notice of termination under this Agreement by CITY shall be given at the following address:

Joe A. Gonsalves & Son
925 L Street, Suite 250
Sacramento, CA 95814.

11. Amendments. The Agreement may be modified or amended only by a written document executed by both ADVOCATE and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

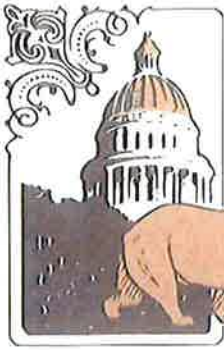
JOE A. GONSALVES & SON

DATED: _____ BY _____

CITY OF WALNUT

DATED: _____ BY _____
City Manager, Rob Wishner

Approved to form: _____
City Attorney, Michael B. Montgomery



Joe A. Gonsalves & Son

Anthony D. Gonsalves

Jason A. Gonsalves

Paul A. Gonsalves

PROFESSIONAL LEGISLATIVE REPRESENTATION

925 L ST. · SUITE 250 · SACRAMENTO, CA 95814-3766

916 441-0597 · FAX 916 441-5001

Email: gonsalves@gonsalvl.com



February 18, 2015

Mr. Robert Wishner
City of Walnut
Post Office Box 682
Walnut, CA 91789

Dear Rob:

I have enclosed a proposal re-introducing you, the Mayor and Council to our firm, Joe A. Gonsalves & Son. Our firm had the privilege of representing your City from August 2010-June 2012. I have included in this proposal a memo summarizing the successes we have shared in over the years.

Our firm was founded by my father, Joe A. Gonsalves, in 1975. He served as a member of the California State Assembly from 1962 through 1974. Prior to that, he served as a Dairy Valley Council Member including two years as Mayor of the city of Dairy Valley, which is now the city of Cerritos.

In January 1977, I joined the firm after having worked for the California State Senate. Shortly after I joined the firm, we incorporated; and we are now known as Joe A. Gonsalves & Son. The political process in Sacramento is truly complex. In the three plus decades I have been lobbying in Sacramento I have had the opportunity to master such complexities, which enables our firm to be successful when representing our clients on particularly difficult and controversial issues.

In December of 1998, my son, Jason joined our firm to assist with our lobbying efforts. That gave our firm the proud distinction of being the first to have three generations of legislative advocates working on behalf of their clients, which continued until my father passed away in July 2000. Jason has successfully represented our clients before the Legislature and various State Agencies in the areas of local government finance, utilities and commerce, public employees retirement, workers' compensation, environmental regulation, telecommunications, conflict of interest issues, and redevelopment dissolution.

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In October of 2004 my son, Paul, joined our firm after most recently serving as a legislative aide to Former Assembly Member Rudy Bermudez. Prior to working in the Assembly, he received his Bachelor's degree in Political Science from San Diego State University. Our firm continues the proud tradition of being one of the more prominent and successful firms in Sacramento.

I have enclosed a list of our present clients. As you can see, we represent a large number of cities. We believe our base of client cities has provided us the unique opportunity to work with each member of the Legislature. Recognizing the number of Legislators coming out of local governments, we have established relationships prior to them being elected to the Legislature.

In addition, I have enclosed an outline of both our legislative and grant funding accomplishments. Please note this is a partial list as it would be impossible for me to fully communicate the level of success we have enjoyed in representing our clients.

Our firm charges a retainer on a monthly basis and contains a 30-day cancellation clause, as we are confident in our ability to continue to provide your Agency with an unparalleled level of service. The retainer is all inclusive of the services we would provide for the City. We do not charge for any additional costs unless you require us to meet outside of Sacramento. Please note, in light of our prior relationship with your City, we would propose our monthly retainer remain at the prior rate of \$4000.00, which is considerably lower than our new client cities.

Please note our contract lists our scope of services in very general terms. We purposely do this to ensure that each client has the flexibility to request any assistance you may require in Sacramento such as setting up meetings with the appropriate legislators, Governor's office or the various state departments. Should you have any changes you would like to make in the contract, please feel free to discuss those with me. Additionally, we do not assign clients to a specific lobbyist in the firm. Instead, you have access to all the firms' employees at any time.

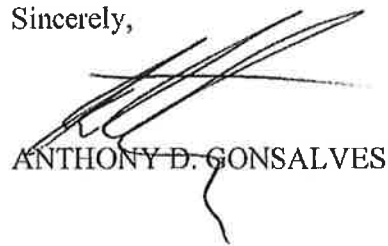
We also represent a very distinguished group of clients other than cities. For example, the Del Mar Thoroughbred Club, operating the most successful race meet in the United States; Long Beach Transit, providing transit services throughout the Long Beach region; and Access Services, the only para-transit service provider in Los Angeles County. In addition, we represent Willdan, which provides professional services to over 400 public sector clients throughout California, Arizona, and Nevada. I strongly believe it is this blend of special people who assist us in being as effective as we are.

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Our firm operates on a very personal and professional level, always working hard to accomplish our clients' goals. The late Senator, Ken Maddy, coined our firm the "Gonsalvi". When asked what he meant by the nickname, Senator Maddy responded, "you're like alumni, when you guys are working an issue you are everywhere". Still today the members of the Legislature refer to us as "the Gonsalvi". **I would recommend you contact any Legislator and ask them about our firm.** In addition, we encourage you to discuss our representation with our clients.

We want you to know that we would be honored to reestablish our relationship with the city of Walnut as your legislative advocates. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



ANTHONY D. GONSALVES