



# Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Mary Linden, Executive Assistant

Approved by: Steve McClary, Interim City Manager

Date prepared: May 4, 2021 Meeting date: May 24, 2021

Subject: Amendment to Agreement with California Strategies & Advocacy, LLC

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**RECOMMENDED ACTION:** Authorize the Mayor to execute Amendment No. 3 to Agreement with California Strategies and Advocacy, LLC (California Strategies) extending the term of agreement for one additional year to expire June 30, 2022.

**FISCAL IMPACT:** Funding for this agreement was included in the Proposed Budget for Fiscal Year 2021-2022 in Account No. 100-7001-5104 (Legislative Services).

**WORK PLAN:** This item was not included in the Adopted Work Plan for Fiscal Year 2020-2021 or the proposed Work Plan for Fiscal Year 2021-2022. This project is part of normal staff operations.

**DISCUSSION:** On May 4, 2017, the City issued a Request for Proposals (RFP) for government relations and lobbying services. On June 26, 2017, the Council awarded the contract to California Strategies with a term of two years. The agreement was extended one year in 2019, in part due to the focus on recovery from the Woolsey Fire, and again in 2020, in the early stages of the COVID-19 pandemic. The current agreement is set to expire on June 30, 2021.

California Strategies offers a team of qualified professionals with the credentials and experience to assist the City in maintaining a strong, positive relationship with key State agencies, including the Governor's office, State Legislature, State Water Resources Control Board, State Parks, the Resources Agency, Caltrans, and others, and address high priority issues on the City's behalf. A summary of activities conducted by California Strategies on behalf of the City over the past year is attached for reference (Attachment 2).

Since the City Manager is a key point of contact for the City's lobbyist, staff suggests the RFP process be postponed until a new City Manager is in place and requests the Council authorize the Mayor to execute Amendment No. 3 to Agreement, extending the agreement with California Strategies one additional year to expire June 30, 2021. An updated Scope of Work for 2021-2022 is attached to the Amendment. All other terms of the agreement will remain unchanged.

With Council approval, staff will issue an RFP in early 2022 for future government relations and lobbying services.

ATTACHMENTS:

1. Amendment No. 3 to Agreement
2. Fiscal Year 2020-2021 Activity Summary

### AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT is made and entered in the City of Malibu on May 24, 2021 by and between the CITY OF MALIBU, hereinafter referred to as City, and CALIFORNIA STRATEGIES & ADVOCACY, LLC, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

#### **RECITALS**

- A. On July 1, 2017, the City entered into an Agreement with Consultant for government relations and lobbying services, as well as non-lobbying support services (the "Agreement") for a term of two years to expire June 30, 2019.
- B. On July 11, 2019, the City executed Amendment No. 1 to Agreement extending the term one additional year to expire June 30, 2020.
- C. On June 22, 2019, the City executed Amendment No. 2 to Agreement extending the term one additional year to expire on June 30, 2021.
- D. The City desires to amend the Agreement to extend the term for one additional year, to expire June 30, 2022, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

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

1. Section 1.0 – Scope of the Consultant's Services, of the Agreement, is hereby amended as set forth in Exhibit A attached hereto.
2. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to June 30, 2022.
3. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
4. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on \_\_\_\_\_, 2021, at Malibu, California, and effective as of July 1, 2021.

CITY OF MALIBU:

\_\_\_\_\_  
PAUL GRISANTI, Mayor


ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, Acting City Clerk  
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE  
\_\_\_\_\_  
JOHN COTTI, Interim City Attorney

CONSULTANT:

  
By: CAMDEN MCEFEE, Managing Partner  
California Strategies & Advocacy, LLC



## ***Scope of Work***

*July 1, 2021 to June 30, 2022*

- Support a positive relationship with the Governor's office, Office of Emergency Services, State Legislature, State Water Resources Control Board, the California Department of Parks and Recreation, the Resources Agency, the California Department of Transportation, Coastal Commission, Department of Pesticide Regulation, and/or other agencies
- Provide strong conduit to the Administration for COVID-recovery, wildfire protection, and public resources to support the Malibu community.
- Serve as liaison with OES staff to facilitate recovery resources and future response efforts.
- Pursue increased public funding for the City.
- Explore increased resources to expand the City's partnership with State Parks.
- Support legislative solutions to achieve consistency with State school district policies, special education reform, and potential implications parcel tax legislation.
- Facilitate with Governor's Office, Resources Agency, and lawmakers.
- Evaluate and engage on regulations and policy developments, especially regarding wildfires and resources to help with recovery and response.
- Assist with California Coastal Commission, clean water, and environmental matters.
- Monitor housing and homelessness legislation and policy.
- Facilitate with California Transportation Agency and Caltrans to help improve coordination regarding PCH projects.
- Explore solutions to power shutoff, hardening, and undergrounding issues.
- Explore future funding opportunities for Phase 2 of the Waste Water Treatment Plant.
- Help Identify grant and incentive opportunities to pursue greater public funding, including pilot projects for backup power for traffic signals and cell towers.



- Identify and monitor legislation and state regulatory processes, including pertinent administrative, legislative, and regulatory matters that may impact the City
- Provide legislative and regulatory lobbying, as needed
- Lobby for the City's position on legislation and regulatory matters of interest
- Draft legislation and amendments, as necessary
- Engage key officials (executive, legislative and local government) and stakeholders to support the City's objectives to secure permits, grants, incentives, and favorable laws and regulations
- Coordinate meetings with State Legislators and agency department leaders to provide the City the opportunity to meet face-to-face with key decision-makers on pertinent City issues
- Assist with communications and messaging.
- Maximize opportunities to accelerate State support and approvals for recovery and response for wildfire and other disasters.
- Monitor, maintain, and advocate for legislative, regulatory and/or policy directives that address issues with drug and alcohol rehabilitation and sober living group homes.
- Provide regular updates on the political landscape in Sacramento to help provide context, and identify opportunities and potential issues.
- Provide monthly written briefing reports for the City Council and City Manager on key issues and legislative committee activity



### Compensation

CSA operates on a fixed cost per-month, continuing at \$12,500 per month for the services in the Scope of Services. CSA will submit an invoice to the City each month for the total amount due, including any expenses incurred during the billing period. All invoices will be paid within 30 days of receipt.

### Other Expenses

CSA does not typically invoice the City for travel and expenses incurred in the normal course of business in support of CSA's efforts on behalf of the City. In the unlikely event that extraordinary travel is directed by the City, prior approval from the City would be obtained before such expenses are incurred. Any expenses incurred on behalf of Client would then be documented and billed as they occur.

### Terms and Conditions

Thirty (30) Day Termination Notice: Either the City or CSA may terminate this contract for any reason by giving the other party thirty (30) days written notice.

***Summary of 2020/2021 Activities and Accomplishments for Malibu****July 1, 2020 to June 30, 2021*

- Maintained and bolstered a positive relationship with the Governor's office, Office of Emergency Services, State Legislature, State Water Resources Control Board, the California Department of Parks and Recreation, the Resources Agency, the California Department of Transportation, Coastal Commission, Department of Pesticide Regulation, and/or other agencies
- Provided a strong conduit to the Administration for COVID-19 recovery and associated resources to benefit the Malibu community.
- Facilitated with Governor's Office, Resources Agency, and lawmakers.
- Drafted legislative amendments and successfully amended bills to benefit Malibu community.
- Helped facilitate Governor's signature of legislative priorities on rodenticides, wildfire, and other legislation.
- Coordinated with CalTrans regarding critical backup power for traffic signals.
- Developed successful strategy to secure critical backup power for traffic signals on PCH.
- Developed approach to increase partnership with State Parks.
- Working directly with Resources Agency and lawmakers on increasing resources to fill gap in local staffing and management of coastal resources, trails, trash management, and beach accessways.
- Assisted with overnight parking signs to address RV parking issues.
- Prepared legislative support letters.
- Evaluated the entire suite of housing bills.
- Explored legislation regarding voting rights.
- Facilitated with State Parks regarding Malibu Pier issues.
- Served as liaison with OES staff to help facilitate recovery resources and response efforts.



- Assisted with short-term rental issues.
- Assisted with local Council of Governments.
- Coordinated meetings with State Legislators and agency department leaders to provide the City the opportunity to meet face-to-face with key decision-makers on pertinent City issues.
- Engaged Resources Agency regarding trash maintenance and keeping beaches and water quality clean and reduced litter load.
- Monitored and engaged on housing, wildfire, homelessness, and other legislation.
- Provided updates and context regarding unique 2020 State Budget process.
- Monitored and provided context on the dynamic 2020 election landscapes statewide and beyond.
- Assist with communications and messaging.
- Explored legislative solutions to achieve consistency with State school district policies, special education reform, and potential implications parcel tax legislation.
- Evaluated and engaged on regulations and policy developments regarding wildfires and resources to help with recovery and response.
- Facilitated with California Coastal Commission regarding parking, permitting, clean water, and environmental matters.
- Facilitated with California Transportation Agency and Caltrans to help improve coordination regarding PCH projects.
- Explored solutions to power shutoff, hardening, and undergrounding issues.
- Explored future funding opportunities for Phase 2 of the Waste Water Treatment Plant.
- Explored grant and incentive opportunities to pursue greater public funding, including pilot projects for backup power for traffic signals and cell towers.
- Identified and monitor legislation and state regulatory processes, including pertinent administrative, legislative, and regulatory matters.





- Engaged key officials (executive, legislative and local government) and stakeholders to support the City’s objectives to secure permits, grants, incentives, and favorable laws and regulations
- Maximized opportunities to accelerate State support and approvals for recovery and response for wildfire and other disasters.
- Monitored legislative, regulatory and/or policy directives that address issues with drug and alcohol rehabilitation and sober living group homes—protecting important previous legislative wins.
- Advised on protecting local decisionmaking.
- Provided regular updates on the political landscape in Sacramento to provide context, and identify opportunities and potential issues
- Provided monthly written briefing reports for the City Council and City Manager on key issues and legislative committee activity



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