



Council Agenda Report

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

Prepared by: Mary Linden, Executive Assistant

Approved by: Reva Feldman, City Manager

Date prepared: June 2, 2020 Meeting date: June 22, 2020

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

RECOMMENDED ACTION: Authorize the City Manager to executed Amendment No. 2 to Agreement with California Strategies and Advocacy, LLC (California Strategies) extending the term of agreement for one additional year to expire June 30, 2021.

FISCAL IMPACT: Funding for this agreement was included in the Proposed Budget for Fiscal Year 2020-2021 in Account No. 100-7001-5104 (City Council Legislative Services).

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2019-2020. 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 a contract to California Strategies with a term of two years. On July 11, 2019, Amendment No. 1 to Agreement was issued, extending the term of the agreement for one year to expire on June 30, 2020.

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.

Staff is recommending the Council authorize the City Manager to execute Amendment No. 2 to extend the agreement with California Strategies one additional year to expire

June 30, 2021. An updated Scope of Work for 2020-2021 is attached to the Amendment. All other terms of the agreement will remain unchanged.

ATTACHMENTS: Amendment No. 2 to Agreement

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered in the City of Malibu June 10, 2019, 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 to Agreement No. 1 extending the term one additional year to expire June 30, 2020.

C. The City desires to amend the Agreement to extend the term for one additional year, to expire June 30, 2021, 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, is hereby amended as set forth in Exhibit A attached hereto.
2. Section 2.0 – Term of Agreement, is hereby extended to June 30, 2021.
3. All terms and conditions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on _____, 2020, at Malibu, California, and effective as of July 1, 2020.

CITY OF MALIBU:

REVA FELDMAN, City Manager

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

CHRISTI HOGIN, City Attorney

CONSULTANT:



JAMES BURTON, Managing Partner
California Strategies & Advocacy, LLC



Scope of Work

July 1, 2020 to June 30, 2021

- 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 conduit to the Administration for COVID-19 recovery.
- Serve as liaison with OES staff to help facilitate recovery resources and future response efforts.
- Pursue greater public funding for the City.
- 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.
- Explore increased resources to expand the City's partnership with State Parks.
- 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.