

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Councilmember
Marlon L Osum, Councilmember
Amit Pal, Councilmember



CITY COUNCIL MEETING

A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL, SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND SUISUN CITY HOUSING AUTHORITY

TUESDAY, SEPTEMBER 3, 2024

5:00 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

5:00 P.M. CLOSED SESSION 6:30 P.M. REGULAR MEETING

MEETINGS ARE HELD IN-PERSON, PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

*MEETING ID: **828 2923 5503***

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 810)

(Next City Council Res. No. 2024 – 128)

(Next Suisun City Council Acting as Successor Agency Res. No. SA2024 - 02)

(Next Housing Authority Res. No. HA2024 – 03)

5:00 P.M. CLOSED SESSION

CALL TO ORDER

Mayor Hernandez

ROLL CALL

Council / Board Members

CONFLICT OF INTEREST NOTIFICATION

(Any items on the closed session agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

PUBLIC COMMENT CLOSED SESSION

(In accordance with Section 54956(a), public comments are limited to items on this closed session agenda, and to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the comment period.)

RECESS TO CLOSED SESSION (City Manager Conference Room, City Hall)

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the Purpose of:

1. THREAT TO PUBLIC SERVICES OR FACILITIES
Consultation with: Suisun City Police Chief

2. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION – Government Code section 54956.9(d)
Name of Case: City of San Diego et al. ex rel. Blackbird Special Project, LLC v. Invitation Homes, Inc. Case No. 22-CV-00260-BAS-MMP United States District Court Southern District of California.

6:30 RECONVENE OPEN SESSION

CALL TO ORDER

Mayor Hernandez

ROLL CALL

Council / Board Members

PLEDGE OF ALLEGIANCE

INVOCATION

CLOSED SESSION REPORT

Announcement of Actions Taken, if any in Closed Session

APPROVAL OF REORDERING OF AGENDA

CONFLICT OF INTEREST NOTIFICATION

(Any items on the regular meeting agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS (Informational items only.)

3. City Manager Update - (Prebula: bprebula@suisun.com).

4. City Attorney Report - (Enright).

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

5. Presentation on Sea Level Rise - (Sustainable Solano).
6. Presentation on Year One Progress Report on Police Activities League (Prop 64) - (Downey: jdowney@suisun.com).
7. Presentation on Pavement Management Program (Vue - nvue@suisun.com).
8. Presentation on Active Capital Improvement Projects (CIP) - (Vue: nvue@suisun.com).
9. Appointment of Voting Delegate and Alternate(s) for the League of California Cities 2024 Annual Conference - (Hernandez: ahernandez@suisun.com).

COUNCIL COMMENTS

10. Council/Board Member Updates.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

11. Council Adoption of Resolution No. 2024-___: Accepting the Victory Way Landscape Improvements Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project. (Vue - nvue@suisun.com)
12. Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Bulldog Baseball & Softball Club for Field Use at the Lambrecht Sports Complex - (Lofthus: klofthus@suisun.com).
13. Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to enter a Professional Services Agreement with Joe A. Gonsalves & Son for Legislative Advocacy Services Related to State Legislative and Governmental Affairs - (Prebula: bprebula@suisun.com).

PUBLIC HEARING - NONE

GENERAL BUSINESS - NONE

REPORTS: (Informational items only)

14. Non-Discussion Items.

ADJOURNMENT

Public Access To Agenda Documents

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council/Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The city may charge photocopying charges for requested copies of such documents. To the extent feasible, the agenda packet is available for online public viewing on the City's website: <https://www.suisun.com/Government/City-Council/Agendas>

The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.

Accommodations

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or clerk@suisun.com. The City's reasonable accommodation policy is available for review on the City's website at www.suisun.com/government/city-council/, you may request an electronic copy or have a copy mailed to you. Please note that for accommodations that are not readily available, you must make your request as soon as you can prior to the time of the meeting.

Decorum

All participants are expected to conduct themselves with mutual respect. Conduct that disrupts meetings will be addressed in accordance with Section 54957.95 of the Government Code.

Ordinances

Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

Certification Of Posting

Agendas for regular and special meetings are posted in accordance with the Brown Act at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:

- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
- Joe Nelson Center, 611 Village Drive, Suisun City, CA;
- Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda was posted and available for review, in compliance with the Brown Act.

KLO



Suisun City Police Activities League

Year End Report



1

What is PAL?

- The PAL program design develops positive interactions between youth and law enforcement, coupled with providing enrichment programs to middle and high school youth.

2

Prop 64 Public Health & Safety Grant (Cohort 3)

- In January 2023 Suisun City received \$2.3 million to create and operate a Police Activities League that includes a cannabis education component along with fun and educational programs to engage youth during out of school times.
- We are currently on budget and update with all reporting requirements for year one of five.



3

Our Staff & Enrollment

- Jeff Downey – Recreation Manager-Program Director
- Hayley McHenry – Recreation Supervisor-Program Coordinator
- Camryn King – Community Services Officer-Police Department Coordinator
- Marvin Mora – Management Analyst II-Financial Officer
- 3 Part time staff budgeted
 - 2 spots filled for summer 2024
- Current Enrollment – 101 Youth

4

April 2023 –
July 2023

- Received the Grant
- Developed program
- Hired the full-time supervisor

5

August 2023 –
December 2023

- Designed the Logo
- Started outreach
- Added 31 members
- Purchased PAL Vehicles
 - Used to transport youth
- Started Programs
 - CPR Class
 - 5 classes
 - 39 people certified



6

January 2024 – April 2024

- **January 2024 – April 2024**
- Full time CSO Camryn joined PAL officially
- Started Monthly Movies
 - 6 trips ~ 44 youth attended
- Attended the California PAL Youth Summit
 - 3 youth attended
- Started Cannabis Education
- Added 24 members for a total of 55
- New Programs
 - Coding ~ 2 classes ~ 18 youth
 - Archery ~ 4 programs ~ 50 youth
 - Gardening ~ 1 program ~ 8 youth



7

May 2024 – July 2024

- Hired 2 part-time staff for summer
- New programs
 - Art ~ 3 programs ~ 45 youth
 - Counselors in Training ~ 7 youth
 - Cooking ~ 3 classes ~ 35 youth
 - Skateboarding ~ 3 programs ~ 24 youth
- Dave and Buster Trips
 - 22 youth attended



8



To
Our
Future

- Teen Leadership program / PAL Youth Commission
- Preparing for college / College tours / Trade School Information
- Self Defense classes
- Attendance at the *Life After High School Youth Conference*

City of Suisun City

PAVEMENT MANAGEMENT CONDITION REPORT

Capitol Asset & Pavement Services



Prepared for City of Suisun City– August 2024

1

What is a Pavement Management System?

- Computerized, Inventory, Analysis, Budgeting Tool, etc..
- Shows effects of maintenance decisions, before & after
- PCI, Pavement Condition Index from 0 – 100
- Preferred Choice of Software on West Coast – MTC Streetsaver, current users in Washington & Oregon at 100+ agencies

2

Current PCI = 55

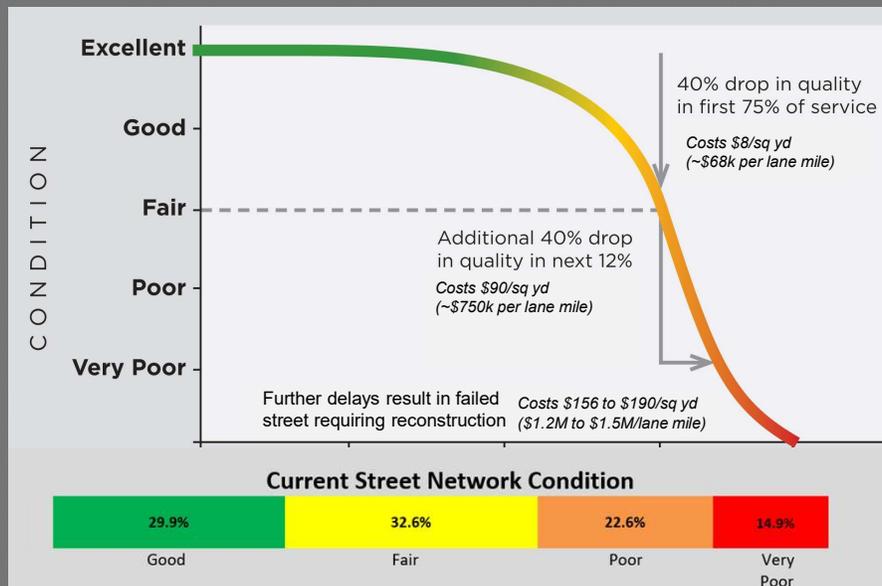
- 76.7 Centerline Miles of Paved Streets

Arterial 6.9 miles
 Collector 36.0 miles
 Residential/Local 33.8 miles

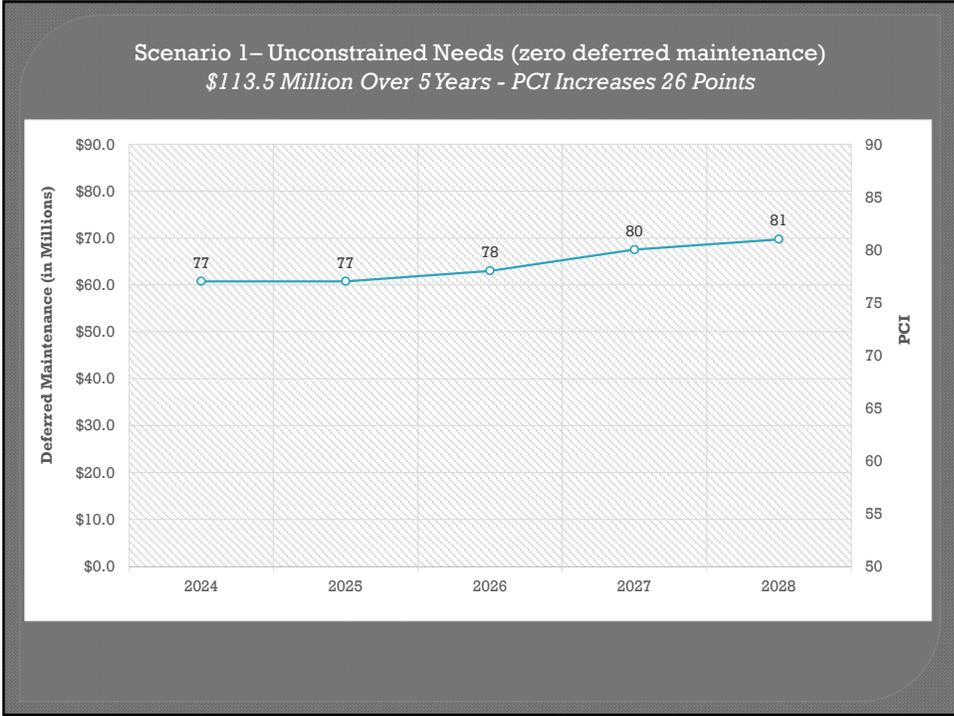
Condition Category	PCI Range	Percent of Network
Good	70 to 100	29.9%
Fair	50 to 70	32.6%
Poor	25 to 50	22.6%
Very Poor	0 to 25	14.9%

3

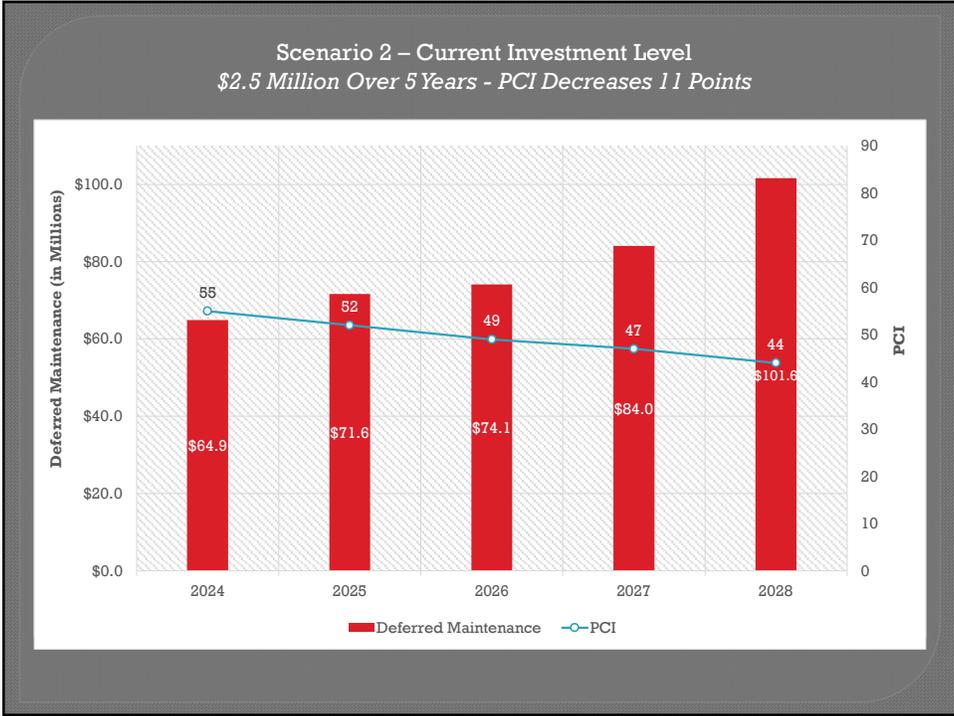
Pavement Deterioration Curve



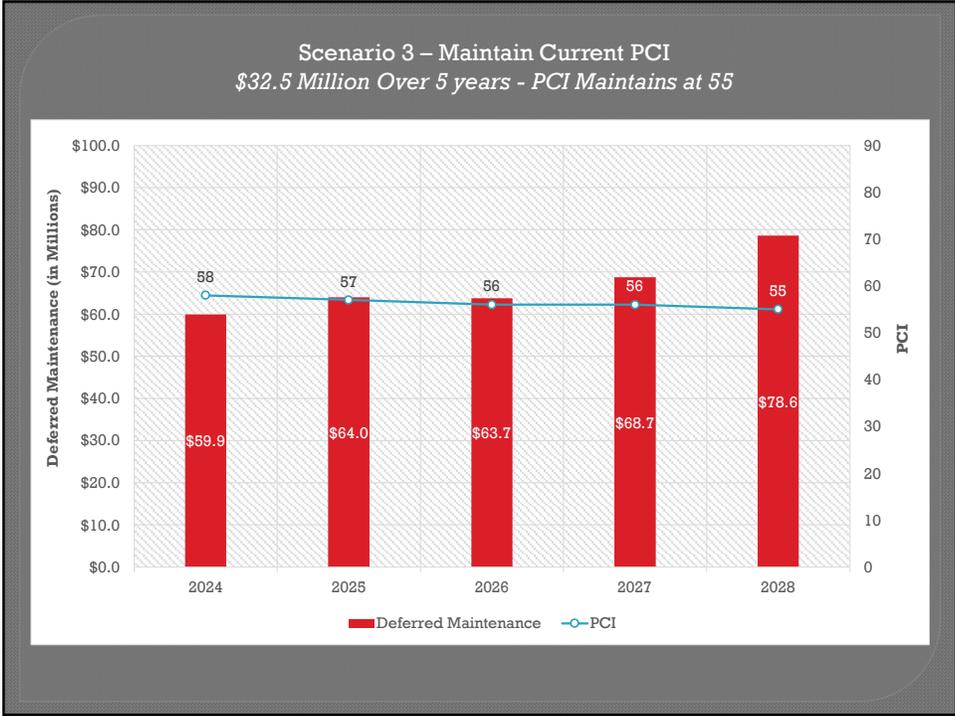
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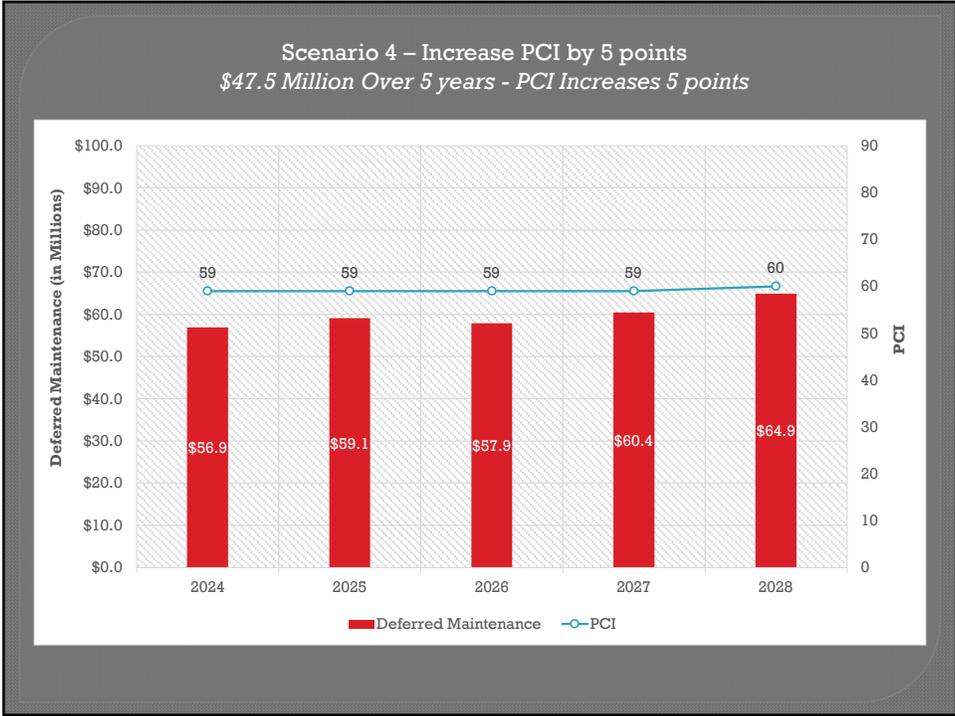
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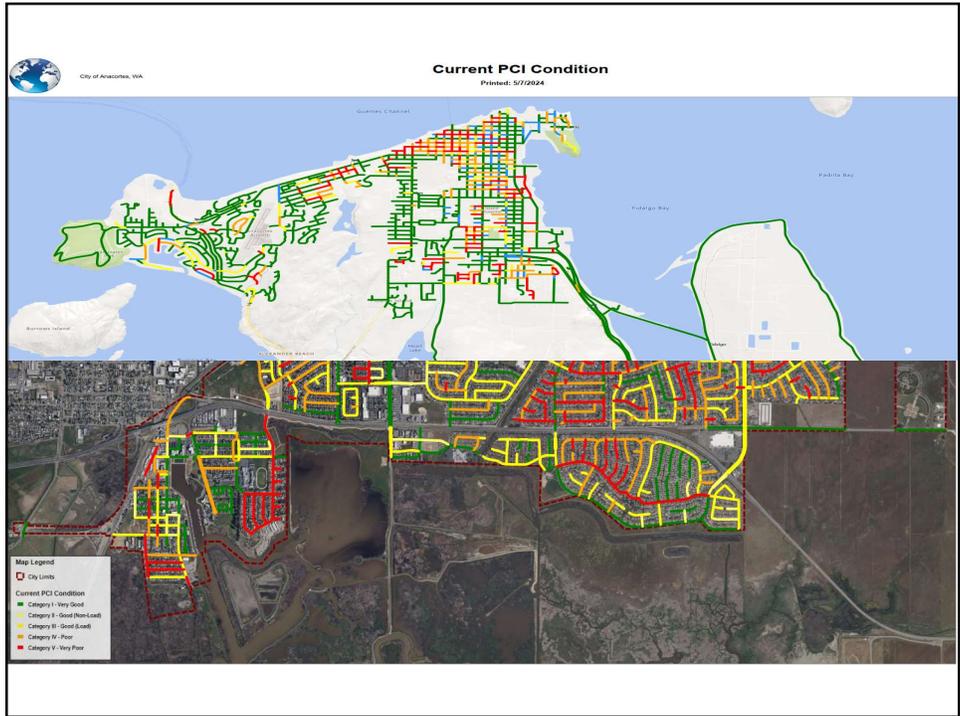
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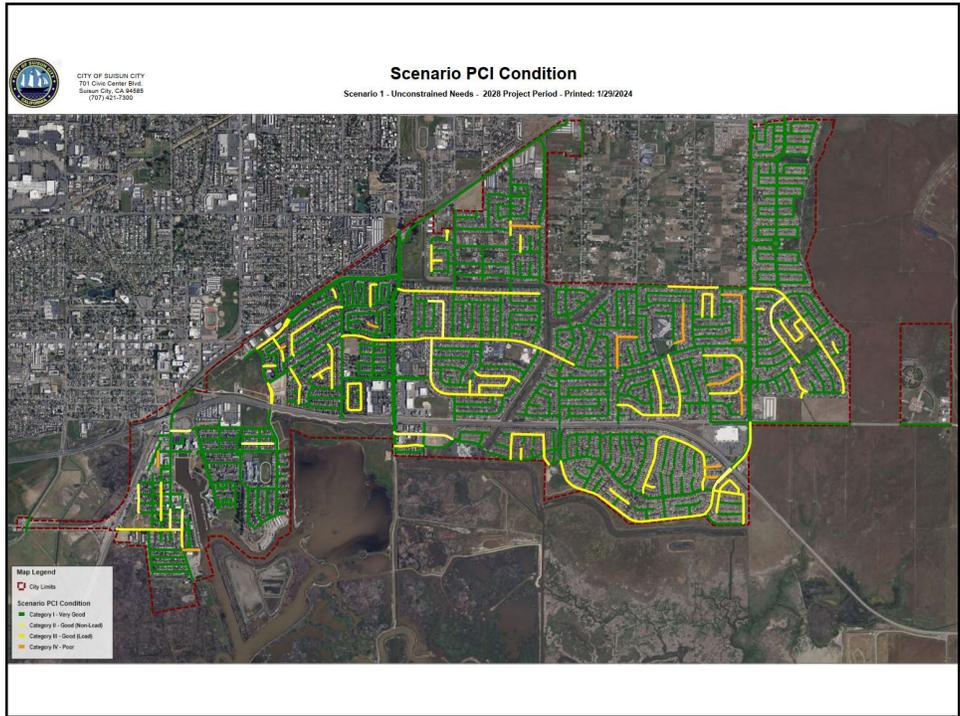
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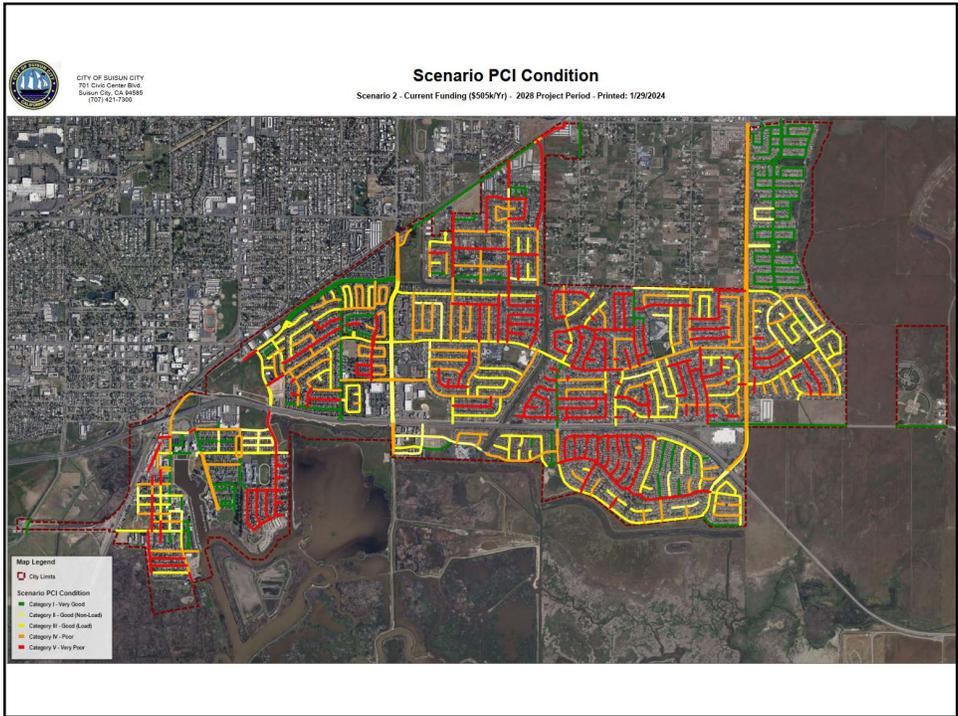
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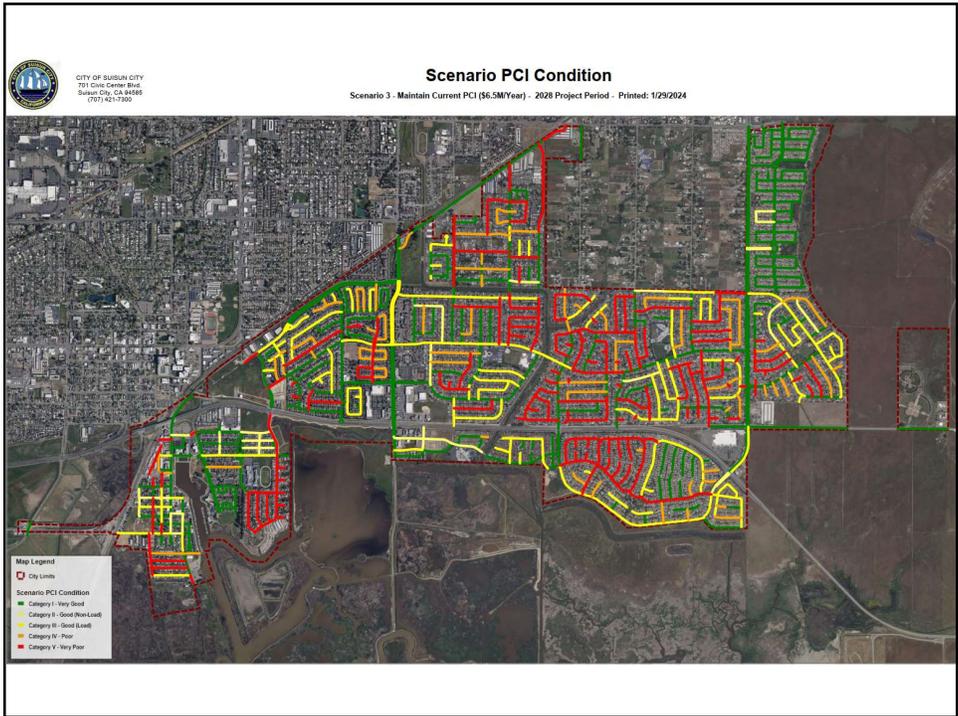
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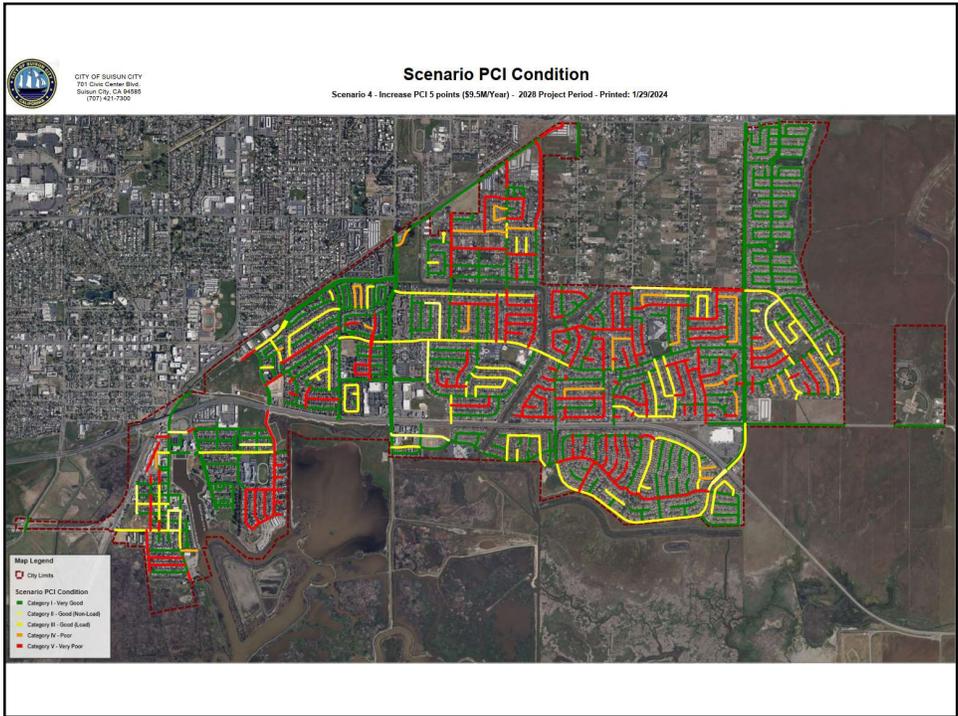
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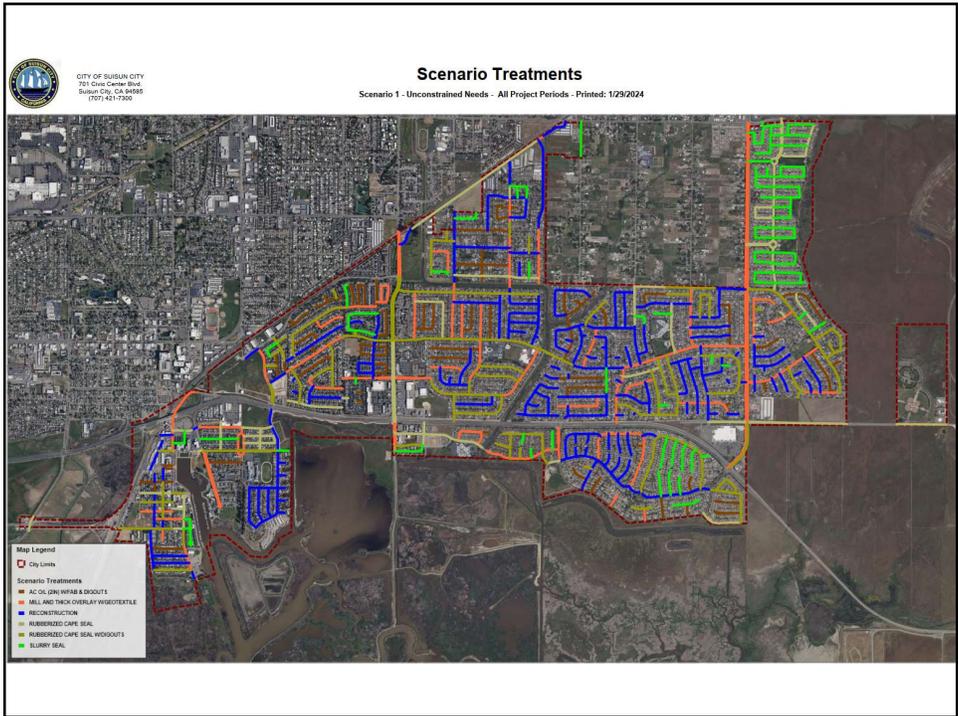
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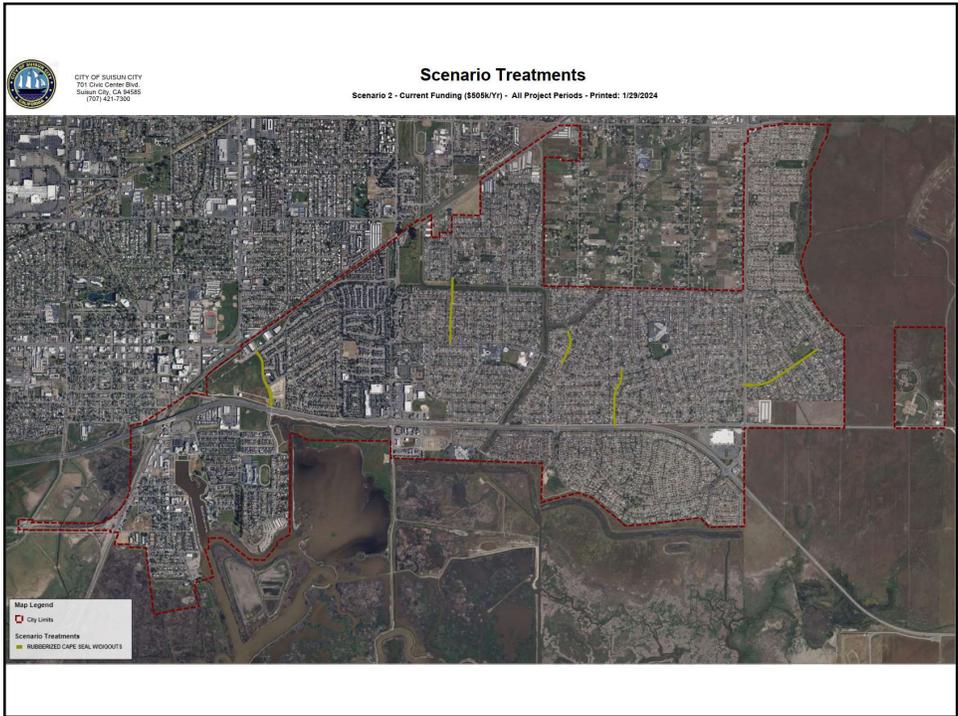
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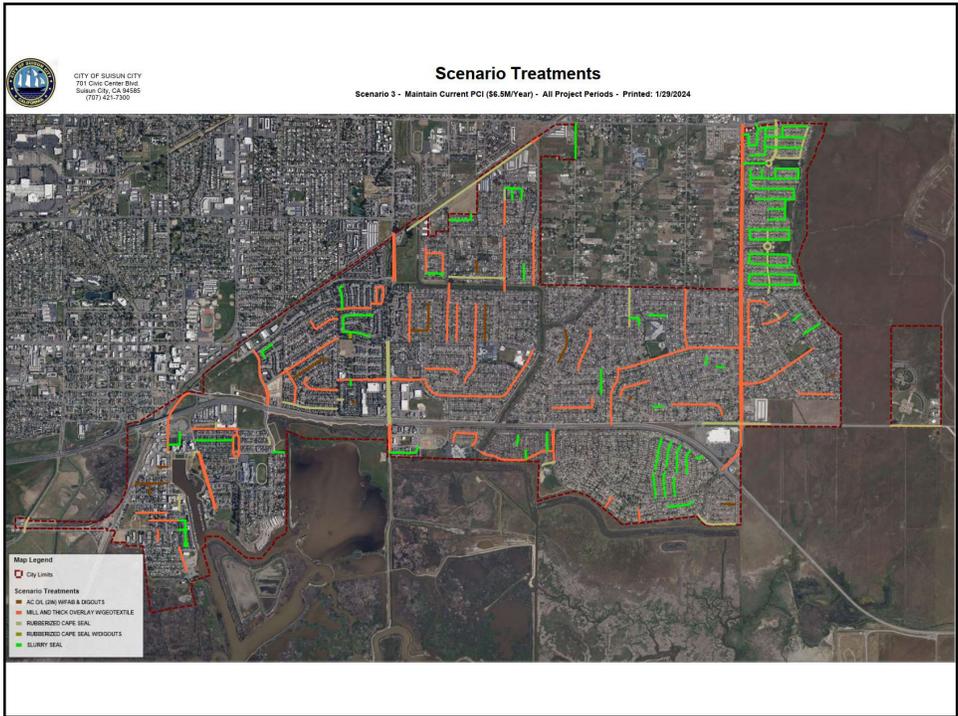
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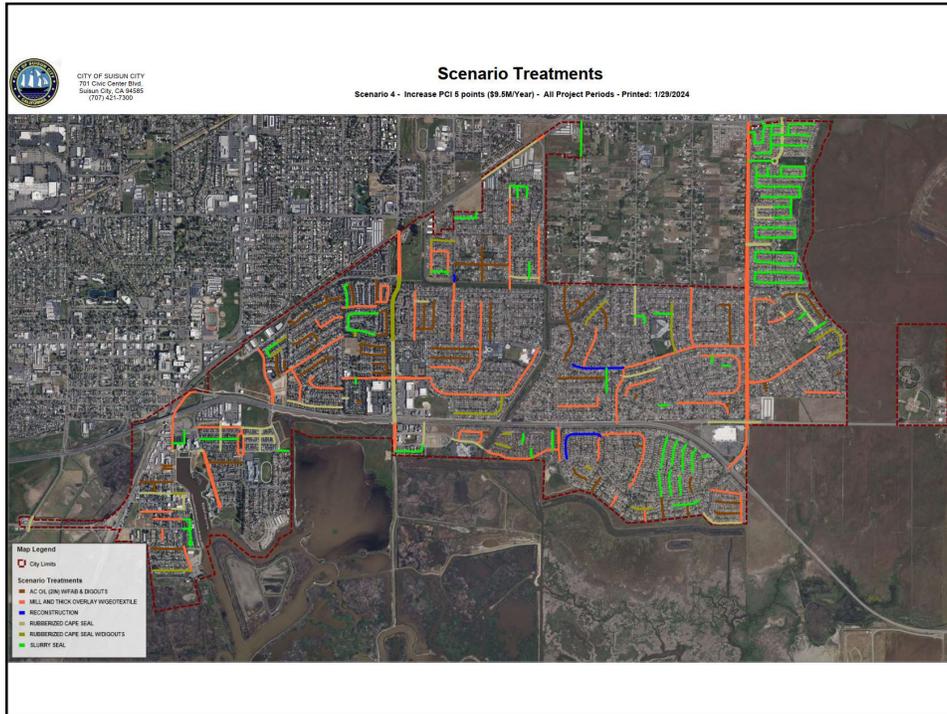
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15



16



17

Budget Scenario Data

Average yearly budget	\$22.7 million (1-Unconstrained Needs)	\$0.5 million (2-Current Funding)	\$6.5 million (3-Maintain Current PCI)	\$9.5 million (4-Increase PCI by 5 points)
Total budget for 5 years	\$113.5 million	\$2.5 million	\$32.5 million	\$47.5 million
Current PCI	55	55	55	55
Current % in 'Good' condition	29.9%	29.9%	29.9%	29.9%
PCI after 5 years (change)	81 (+26)	44 (-11)	55 (0)	60 (+5)
Backlog after 5 years	\$0	\$101.6 million	\$78.6 million	\$64.9 million
% 'Good' in 5 years	78.8%	18.4%	41.5%	54.9%
% 'Fair' in 5 years	19.3%	29.8%	23.8%	19.0%
% 'Poor' in 5 years	1.9%	26.7%	11.0%	4.0%
% 'Very Poor' in 5 years	0.0%	25.1%	23.7%	22.1%

18

Street Median Hardscape Improvements

Potential Locations:

- Walters Road
- Sunset Avenue
- New Railroad Avenue
- ~\$2M =
- \$200K/yr for 10 years

Before



After



19

QUESTIONS?

(503) 689-1330

WWW.CAPITOLASSET.NET

Paul Wigowsky
Capitol Asset & Pavement Services



20

Active Capital Improvement Projects (CIP)



Public Works Engineering Division
September 2024

1



Citywide EV Station Installation

- State Earmark Fund \$250,000
 - \$151,200 for this project
 - Remaining use as local match for MTC EV Station Grant
 - Deployment in August 2024



2



T-Intersection Median Safety Improvements Project

HSIP Cycle 11 = \$417K
In Design



3



Pedestrian Safety Enhancement Project

HSIP Cycle 11 = \$244K
In Design



4



Driftwood Drive Path Gap Closure Project

- TFCA = \$100K
- TDA Article 3 = \$307K
- Completed during the school summer break



5



Sidewalk Gap Closure Project – Marina Blvd and Buena Vista Ave

- TFCA Grant = \$95K
- Construct sidewalk along Marina Blvd and Buena Vista Ave around Marina Village Apts
- Completed during school summer break



“BEFORE” PHOTO



“AFTER” PHOTO



6



Pavement Management Program

- SB 1 = \$500K
- Marina Blvd from HWY 12 to Railroad Ave
- Railroad Ave from Sunset Ave to a point 400 ft east
- Scheduled to be completed by end of August 2024



7



State Route 12 Storm Drain Lining Project

ARPA = \$150,900

Contract awarded August 2024

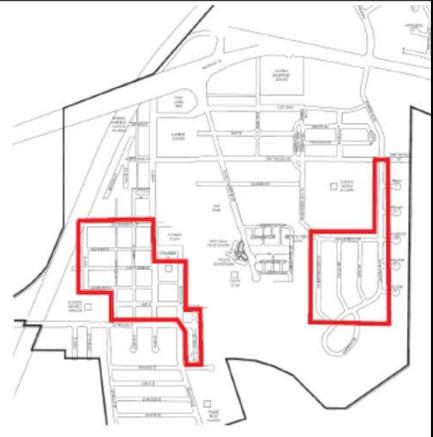


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Sewer Rehabilitation & Maintenance Project

- Sewer Rehab = \$1.275M
- Sewer Maintenance = \$1.035M
- Lining of Downtown/Old Town & south Marina Blvd neighborhood sewer piping
- Contract Awarded August 2024



9

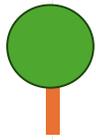


Park N Ride Parking Lot EV Station Installation Project

- MTC \$358K
- State Earmark = \$70.7K
 - Local match



10



Citywide Traffic Signal Improvements Project



- HSIP Cycle 10 = \$1.512M
- OSSIP = \$1.0M
- Upgrade existing traffic signals citywide (all 11 signalized intersections)
- Contract awarded August 20, 2024



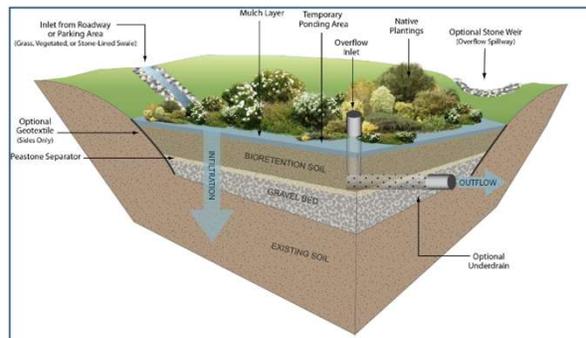
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Green Stormwater Infrastructure Project

State of California Grant = \$893K

Contract Award to second low bidder August 13, 2024



12



Victory Way Landscaping and Parking Area

- Vic F LLD = \$127.6K
- Re-landscaping to improve stormwater and create addition parking spaces
- Completed during school summer break

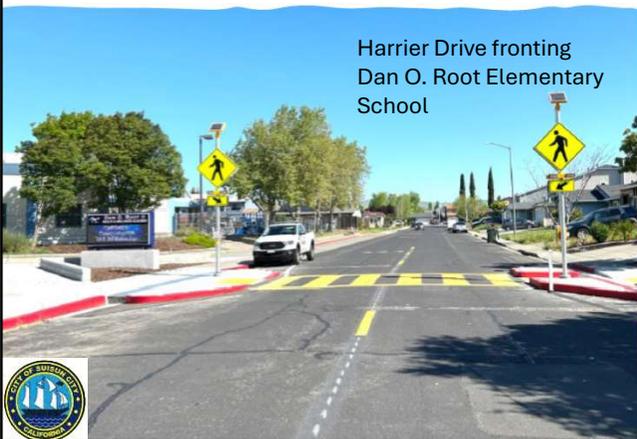


13



Rectangular Rapid Flashing Beacons

HSIP Cycle 10 = \$279.55K
Completed



14



State Route 12 Landscape Improvement Project

- Clean California Fund = \$2.150M
- Measure S = \$200K



15



McCoy Creek Trail Phase II

ATP = \$4.137M
Completed



16



Safety Facilities Security Gate Installation Project

State Grant = \$845K

Currently in Design Phase
Bidding: September 2024
Construction: October/November 2024



17



Fire Station Improvement Project (Phase I)

- ARPA = \$165K
- Sewer line upgrade & shower remodel
- Currently in Design Phase
- Bidding: September 2024
- Construction: Oct/Nov 2024



18



City Hall South Wing Water Damage Remediation Project

- Municipal Facility Improvement Fund = \$400K
- Repair of pitch roof and repair leak damages from leaks over the years
- Currently in Design Phase
- Bidding: Sept 2024
- Construction: Oct/Nov 2024



19



Railroad Ave Extension Project

- RTIF = \$200K secured & \$600K committed 2025
- Unfunded = \$11.2M



20

Total Active CIP Projects

• 2 Engineers & 1 Admin Tech

No.	Projects	Budget/Fund
1	Citywide EV Station Installation (State Fund)	\$ 151,200.00
2	T-Intersection Median Safety Improvements (HSIP 11)	\$ 417,000.00
3	Pedestrian Safety Enhancement Project (HSIP 11)	\$ 244,000.00
4	Driftwood Drive Path Gap Closure Project (TFCA & TDA 3)	\$ 407,000.00
5	Sidewalk Gap Closure Project – Marina Blvd and Buena Vista Ave (TFCA)	\$ 95,000.00
6	Pavement Management Program (SB1)	\$ 500,000.00
7	State Route 12 Storm Drain Lining Project (ARPA)	\$ 150,900.00
8	Sewer Rehabilitation & Maintenance Project (Sewer)	\$ 2,310,000.00
9	Park N Ride Parking Lot EV Station Installation Project (MTC & State Fund)	\$ 428,700.00
10	Citywide Traffic Signal Improvements Project (HSIP 10 & OSSIP)	\$ 2,512,000.00
11	Green Stormwater Infrastructure Project (Caltrans)	\$ 893,000.00
12	Victory Way Landscaping and Parking Area (Vic F LLD)	\$ 127,600.00
13	Rectangular Rapid Flashing Beacons RRFB (HSIP 10)	\$ 279,550.00
14	State Route 12 Landscape Improvement Project (Clean CA & Measure S)	\$ 2,350,000.00
15	McCoy Creek Trail Phase II (ATP)	\$ 4,137,000.00
16	Safety Facilities Security Gate Installation Project (State Fund)	\$ 845,000.00
17	Fire Station Improvement Project Phase I (ARPA)	\$ 165,000.00
18	City Hall South Wing Water Damage Remediation Project (Facility Fund)	\$ 400,000.00
19	Railroad Ave Extension Project (RTIF & Unfunded)	\$ 12,000,000.00
		\$ 28,412,950.00



Questions?





Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

AGENDA TRANSMITTAL

MEETING DATE: September 3, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024-___: Accepting the Victory Way Landscape Improvements Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project. (Vue - nvue@suisun.com)

FISCAL IMPACT: The construction of the Victory Way Landscape Improvements Project (Project) has no fiscal impact on the General Fund. The Project is be funded by the Victorian Harbor “F” Landscaping and Lighting District (LLD).

STRATEGIC PLAN: Provide Good Governance, Enhance Environment.

BACKGROUND: On April 16, 2024, the City Council awarded the construction contract for the Project to Suulutaaq, Inc. (Contractor) in the amount of \$116,194.00, including a contingency in the amount of the remaining balance of \$11,619.40 in the construction budget towards in-house inspections, in-house construction management, and addressing unforeseen items.

STAFF REPORT: The Contractor has completed the Project’s Scope of Work for this beautification project, which included replacement of a landscaping feature removed for the Project (tree), improvements to stormwater treatment devices in the area, and drainage improvements through the installation of permeable pavers along the east side of Victory Way. The new permeable pavers may be used for parking of vehicles.

The City has received, reviewed, and approved the Contractor’s final invoice for this Project. The final construction contract amount is \$116,194.

Suulutaaq, Inc. has completed the Project in an acceptable satisfactory manner and it is now appropriate to file the Notice of Completion (NOC) with the County for the Project. Staff recommends accepting the Project as complete and authorizing the City Manager to file and record the NOC with the County which will then start the one-year warranty period on the completed improvements associated with this Project.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2024-___: Accepting the Victory Way Landscape Improvements Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-___: Accepting the Victory Way Landscape Improvements Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.
 2. Project Location Map.
 3. Notice of Completion.
 4. Photos.
-

PREPARED BY:
REVIEWED BY:
APPROVED BY:

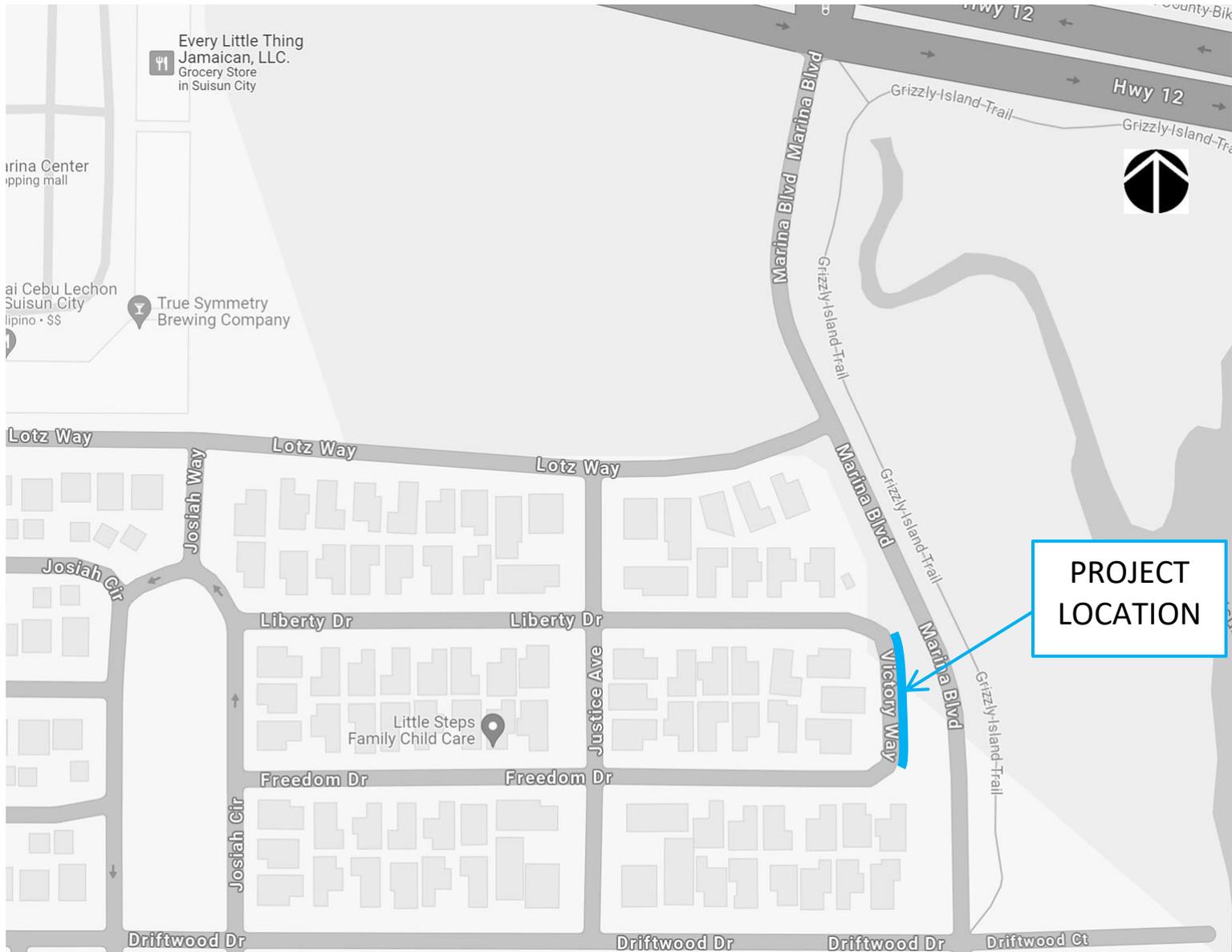
Nick Lozano, Sr. Associate Engineer
Nouae Vue, Public Works Director
Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution No. 2024-__: Accepting the Victory Way Landscape Improvements Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project.
2. Project Location Map.
3. Notice of Completion.
4. Photos.

PROJECT LOCATION MAP

Victory Way Landscape Improvements Project



WHEN RECORDED MAIL TO:

Name Public Works Department
 Street CITY OF SUISUN CITY
 Address 701 CIVIC CENTER BLVD.
 City & SUISUN CITY, CA 94585
 State, Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No Fee, per code 27283

NOTICE OF COMPLETION

A.P.N. _____

Notice is hereby given that:

- The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- The full name of the undersigned is City of Suisun City
- The full address of the undersigned is 701 Civic Center Blvd.
Suisun City, CA 94585
- The nature of the title of the undersigned is: In fee. N/A
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE**

NAMES

ADDRESSES

- The names of the predecessors in the interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to: **NONE**

NAMES

ADDRESSES

(If no transfer made, insert "none.")

- A work of improvement on the property hereinafter described was completed on: September 3, 2024
- The name of the contractor, if any, for such work of improvement was Suulutaq, Inc.

(If no contractor for work of improvement as a whole, insert "none.")

- The property on which said work of improvement was completed is in the City of Suisun City, County of Solano, State of California, and is described as follows:

Victory Way Landscape Improvements Project

- The street address of said property is West side of Victory Way

- I declare under penalty of perjury the foregoing is true and correct.

Signature of
owner named
in paragraph 2

Dated: _____

By Bret Prebula, City Manager

Victory Way Landscape Improvements Project Photos

Pre-Construction Photos of Victory Way:



Post-Construction Photos of Victory Way:



AGENDA TRANSMITTAL

MEETING DATE: September 3, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024-__: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Bulldog Baseball & Softball Club for Field Use at the Lambrecht Sports Complex.

FISCAL IMPACT: This action will have a positive impact on the City providing rental income of \$52,800 over the next two years, \$26,400 in FY24/25 and \$26,400 in FY25/26 for the use of field 2 and additional revenue will be collected with the need of supplemental fields at the rate of \$50 (fifty dollars) per weekday or \$300 (three hundred) per day on weekend and holidays.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The Bulldog Baseball and Softball Club is an organization designed for young athletes. Their purpose is to develop lifelong skills, both on and off the baseball field, by encouraging integrity, sportsmanship, strong work ethic, and to emphasize the importance of being a positive role model. They challenge young players to help them understand the meaning of personal sacrifice for themselves, as well as for others. The Bulldog Baseball and Softball Club has a responsibility to represent and uphold integrity, fair play, and proper sportsmanship during any type of athletic competition and extra-curricular activity. They are aware of the impact their behavior has on players and parents, as well as the fans. They strive to teach players the fundamentals of the game and the importance of character, leadership, and teamwork, by teaching the athletes the significance of a strong work ethic, working through adversity, the importance of maintaining a positive environment on the field, in the dugout and in the stands, and how to respect the game and its participants. The Bulldog Baseball and Softball Club believes that we all gain valuable knowledge from every experience on or off the field, and we apply that knowledge to future opportunities. Youth play this game to have fun, challenge themselves, and make every effort to do their best at all times.

STAFF REPORT: The Recreation, Parks, and Marina Department is dedicated to working with various sports organizations from throughout Solano County and to providing opportunities for Suisun City youth to participate in athletics in their own community. This agreement provides advanced level baseball and softball opportunities at the Lambrecht Sports Complex.

The Little League currently operates and maintains four fields at the Complex under a separate agreement with the City of Suisun City. The Lease Agreement between the City of Suisun City and Bulldog Baseball and Softball does not impact this agreement.

Programs coordinated by the City, such as Junior Giants, adult softball leagues, softball tournaments, soccer use, other use leases, and baseball tournaments, will still occur and this agreement will have no effect on those activities being scheduled at the sports complex.

The Bulldog Baseball and Softball Club has been leasing field 2 for the past two years. They have shown to be exemplary tenants, providing advanced level baseball and softball opportunities and fulfilling requirements stated in the previous lease agreement.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2024-____: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Bulldog Baseball & Softball Club for Field Use at the Lambrecht Sports Complex.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-____: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Bulldog Baseball & Softball Club for Field Use at the Lambrecht Sports Complex
 2. Bulldogs Baseball and Softball Club Lease Agreement
-

PREPARED BY:

Jeff Downey, Recreation Manager

REVIEWED BY:

Kris Lofthus, Recreation, Parks & Marina Director

APPROVED BY:

Bret Prebula, City Manager

ATTACHMENTS:

1. [Reso No 2024- Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City & Bulldogs Baseball & Softball Club for Field Use at Lambrecht Sports Complex](#)
2. [Bulldogs Baseball & Softball Club Lease Agreement](#)

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT BETWEEN THE CITY OF SUISUN CITY AND BULLDOG BASEBALL & SOFTBALL CLUB FOR FIELD USE AT THE LAMBRECHT SPORTS COMPLEX.

WHEREAS, the Vacaville Bulldog Baseball Club is an organization designed for young athletes; and

WHEREAS, this action will have a positive impact on the City providing rental income of \$52,800 over the next two years for the use of field 2 and additional revenue will be collected with the need of supplemental fields at the rate of \$50 (fifty dollars) per weekday or \$300 (three hundred) per day on weekends and holidays; and

WHEREAS, the Recreation, Parks, and Marina Department is dedicated to work with various sports organizations from throughout Solano County and to provide opportunities for Suisun City youth to participate in athletics in their own community; and

WHEREAS, Bulldog Baseball and Softball Club will provide advanced level baseball and softball opportunities at the Lambrecht Sports Complex; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council further authorizes the City Manager to execute the lease agreement with Vacaville Bulldog Baseball Club, and further authorizes the City Manager to take all actions necessary to implement the Lease.

PASSED AND ADOPTED at a Regular Meeting of said City Council held on Tuesday, the 3rd day of September 2024 by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of said City this 3rd day of September 2024.

Anita Skinner,
City Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attn: City Manager

APNs. APN 0174-160-070

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

LEASE AGREEMENT

by and between

CITY OF SUISUN CITY,
a municipal corporation
as Landlord

and

Bulldog Baseball & Softball Club,
a California non-profit public benefit corporation
as Tenant

LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is entered into as of ___Sept___, 2024 by and between **CITY OF SUISUN CITY**, a municipal corporation (“**Landlord**” or “**City**”), and **BULLDOG BASEBALL & SOFTBALL CLUB**, a California non-profit public benefit corporation (“**Tenant**”). Landlord and Tenant may be referred to, individually or collectively, as “**Party**” or “**Parties.**”

RECITALS:

- A.** Landlord is the owner of certain improved land known as APN 0174-160-070 and located on Peterson Road in the City of Suisun, County of Solano, California (“**Property**”), and more particularly described in attached Exhibit A.
- B.** The Property consists of the City Yard, the Mandatory Open Area, and the Complex, as described in Exhibit A.
- C.** A major portion of the Property has been improved as a sports complex commonly known as the Lambrecht Sports Complex located at 4489 Petersen Road, Suisun City (“**Complex**”), which is improved with 8 baseball diamonds, a snack bar, a clubhouse, restrooms, parking, and other amenities. The following areas in the Complex are depicted on Exhibit B:
 - i. The 8 baseball fields identified by field numbers (“**Field**” or “**Fields**”);
 - ii. The snack bar (“**Snack Bar**”);
 - iii. The clubhouse area (“**Clubhouse**”);
 - iv. Portable shed location (“**Portable Shed Location**”); and
 - v. The parking area (“**Parking Area**”).
- D.** Landlord previously entered into that certain Lease Agreement dated September 1, 1991 with the Suisun American Little League, a California non-profit public benefit corporation (“**Little League**”) which was amended by that certain Amendment to the Lease Agreement approved by Landlord Council on February 20, 2007 (“**Little League Lease**”), attached hereto as Exhibit C, and which provides for the Little League to have certain rights to use the Fields and the Snack Bar.
- E.** On the terms and conditions in this Lease and reserving the right to perform the Little League Lease, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, on a nonexclusive basis, the Fields, Snack Bar, and Clubhouse for certain days and times.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT:

1. **Effective Date.** This Lease shall be effective on the last to occur of (i) the date of Landlord's signature on the last page of this Lease; or (ii) the date that Tenant delivers the Security Deposit (as defined in Section 6) to Landlord ("**Effective Date**"). Landlord shall send Tenant a letter confirming the Effective Date.

2. **Lease Subordinate to Little League Lease.** Tenant understands and acknowledges that this Lease and Tenant's use of the Leased Premises is subordinate to the Little League Lease, See Exhibit C.

3. **Leased Premises. Subject to the terms and conditions of this Lease,** Landlord hereby leases to Tenant and Tenant leases from Landlord, the Fields, Restrooms, Clubhouse Area, and Parking Area for the specific days and times as set forth below (collectively the "**Leased Premises**"):

3.1. **Field Two.** Tenant shall have the right to use Field Two at all times. However, Landlord reserves the right to designate another Field for use due to field wear, necessary maintenance, or if Field Two is needed for a specific program by Landlord. However, Landlord must provide written notice of such change not less than 14 (fourteen) days prior to the change of Fields specifying the substituted Field. However in the event of emergency, Landlord shall provide reasonable notice to Tenant of the change.

3.2. **Additional Fields.** From time to time, Tenant may request the right to lease Field One, Field Three and/or Field Four for tournament and game play. Tenant shall provide at least 14 (fourteen) days prior written notice to Landlord specifying (i) the requested additional Fields; and (ii) the dates and times such Fields will be used. Tenant shall pay to Landlord the Additional Field Fees as specified in Section 5.2.

3.3. **Portable Storage Shed.** The portable storage shed ("**Storage Shed**") adjacent to the right field walkway of Field Two no larger than 8'x25', has been approved by the Landlord See Exhibit B attached, depicting the Storage Shed Location.

3.4. **Clubhouse Area.** Tenant may request the use of the Clubhouse upon 14 (fourteen) days prior written notice and Landlord may, in its sole discretion, consent to such use for a limited time period. Tenant shall not be required to pay any additional charge.

3.5. **Parking.** Concurrently with Tenant's use of the portions of the Complex as specified in this Section 3, Tenant (and Tenant's patrons) may use the parking areas in compliance with rules and regulations imposed by Landlord from time to time. Tenant will enforce that its patrons only park in the designated parking areas. Landlord must approve any parking on unpaved areas prior to doing so. When Tenant is conducting tournaments, a parking plan must be provided to Landlord two (2) weeks prior to the tournament commencement.

3.6. **Disclosures.** Tenant is advised as follows: (i) the Leased Premises has not undergone an inspection by a certified accessibility specialist as defined in Civil Code Section 1938; (ii) the Leased Premises is located adjacent to Travis Air Force Base; and (iii) the area to the north of the Complex is subject to certain recorded safety restrictions.

3.7. **"AS-IS, Where Is" Condition.** Tenant acknowledges and agrees that, except as otherwise specifically set forth herein, Landlord has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the Leased

Premises (or Landlord's interest therein), (b) the value, nature, quality or condition of the Leased Premises, including, without limitation, the improvements thereon, soil, topography, and geology thereof, (c) the suitability of the Leased Premises for any and all activities and uses which Tenant is conducting thereon or may hereafter conduct thereon, (d) the compliance of the Leased Premises (or any aspect thereof) with any law (including, without limitation, zoning laws or environmental laws rule, regulation, entitlement, order of law, statute, bylaw or ordinance of a governmental agency having jurisdiction governing or regulating the Leased Premises, as they may be amended from time to time (collectively, "**Laws**"), (e) the fitness of the Leased Premises for any use to be made or intended to be made by Tenant, (f) the merchantability, marketability, profitability or fitness for a particular purpose or use of the Leased Premises, (g) the future development of the Leased Premises, (h) the zoning of the Leased Premises, (i) any governmental approvals, permits, licenses, entitlements, or other agreements concerning the Leased Premises, (j) survey and title condition of the Leased Premises, (k) any buildings, structures, perimeter fencing, or other improvements on the Leased Premises, or (l) any other matter with respect to the Leased Premises, and specifically, that Landlord has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use Laws (including, Environmental Laws).

Tenant further acknowledges and agrees that it has had the opportunity to fully inspect the Leased Premises and as of the Effective Date is fully familiar with the Leased Premises and all aspects thereof (including, without limitation, its physical, environmental, title, leasing, financial, and regulatory condition), and, as of the Effective Date will be relying solely on its own investigation of the Leased Premises by Tenant and Tenant's agents, employees, officers, attorneys, consultants and experts. Landlord is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Leased Premises, furnished by any person, including, without limitation, Landlord's directors, managers, agents, representatives, attorneys, or employees. Tenant further acknowledges and agrees that, except as otherwise specified herein, it is leasing the Leased Premises and has the right to use certain aspects of the Leased Premises (as specifically set forth in this Lease) on an "as is", "where is", and "with all faults" basis, and subject to all Laws and Existing Conditions. As of the Effective Date, Tenant and anyone claiming by, through or under Tenant shall be deemed to have fully and irrevocably released Landlord, its elected officials, employees, volunteers, representatives, attorneys, and agents (collectively, "Landlord and its agents") from any and all claims that it or they may now have or hereafter acquire against Landlord and its agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any matters affecting the Leased Premises. This release includes claims of which Tenant is unaware of as of the Effective Date, or which Tenant does not suspect to exist in its favor as of the Effective Date and which, if known by Tenant, would materially affect Tenant's release of Landlord. As of the Effective Date, Tenant specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The foregoing releases shall be effective as of the Effective Date and survive the expiration or termination of the Lease.

Initials by Tenant: _____

4. Term. The term of this Lease shall commence on the Effective Date and continue for a period of Two (2) year (“**Term**”). If Tenant wishes to extend the Term for an additional Lease Year, or negotiate a subsequent lease, Tenant shall deliver written notice to Landlord not later than ninety days (90) prior to the conclusion of the Term.

5. Rent.

5.1. Base Rent. For year one (1) of the two (2) year lease, Tenant shall pay to Landlord the sum of \$24,000 (Twenty Four Thousand Dollars), which shall be paid in equal monthly installments of \$2,000 (Two Thousand Dollars (“**Monthly Payment**”)) in advance on the first day of each month (“**Base Rent**”). For year two (2) of the lease, Tenant shall pay to Landlord the sum of \$26,400 (Twenty Six Thousand Four Hundred Dollars), which shall be paid in equal monthly installments of \$2,200 (Two Thousand Two Hundred Dollars (“**Monthly Payment**”)) in advance on the first day of each month (“**Base Rent**”). If the Effective Date is on a date other than the first day of the month, Tenant shall pay a prorated amount of the Monthly Payment to Landlord for that month. If the first of the month falls on a weekend or holiday, the Monthly Payment shall be due on the first business day following the first of the month.

5.2. Additional Field Fees. At least three (3) days prior to the approved dates of use, Tenant shall pay Landlord the sum of \$50 (Fifty Dollars) per weekday and \$300 per Saturday or Sunday for each additional Field Tenant has reserved for use (“**Additional Field Fees**”). If Tenant reserves the additional Fields but does not use the Fields, the Additional Field Use Fees shall still be due and owing to Landlord except if the events are cancelled due to inclement weather.

5.3. Miscellaneous Requirements. All monetary obligations of Tenant under this Lease, shall be additional rental monies and deemed “**Rent**” for purposes of this Lease. All Rent to be paid by Tenant to Landlord shall be paid without deduction or offset, prior notice or demand.

5.4. Late Charges. Tenant acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Therefore, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord within 5 (five) days after such amount is due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to six percent (6%) of the overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur because of late payment by Tenant. Acceptance of such late charge by Landlord shall not constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

5.5. Payment of Rent. Tenant shall deliver all Rent payments by check or money order to Landlord in person or by certified mail at the address specified in Section 18.8. If Tenant desires to pay Rent by mail, the date that the payment is postmarked shall be the construed as the payment date provided that Tenant shall take all reasonable steps to ensure that all rental payments are postmarked on or before the first (1st) day of each month.

5.6. Security Deposit. Tenant delivered to Landlord the sum of \$2,500 (Two Thousand Five Hundred Dollars) on September 1 of 2020 as a security deposit ("**Security Deposit**") to be held during the Term as security for the faithful performance by Tenant of all of its obligations under this Lease. If Tenant defaults with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord may, without notice to Tenant, but shall not be required to apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant within sixty (60) days following the termination of this Lease. Tenant shall not be entitled to any interest on the Security Deposit and Landlord shall have the right to commingle the Security Deposit with Landlord's other funds.

6. Use Covenants and Restrictions.

6.1. Field(s) Use. Tenant may use the Fields solely to provide both competitive and recreational baseball programs to youth ("**Youth Programs**"). From time to time, Tenant may use the Field(s) conduct baseball tournaments. Upon Landlord's written request from time to time, Tenant shall promptly provide a written summary of the Youth Programs being conducted by Tenant at the Leased Premises. Tenant agrees that Field lights shall be kept to a minimum and not to exceed 4 (four) hours per night with the exception that during day light savings time the lights usage shall not exceed 5 (five) hours per night per Field.

6.2. Storage Shed. Tenant's Storage Shed in accordance with Section 3.3, the Storage Shed shall only be used for storage of equipment.

6.3. Signs. Tenant may, with Landlord's prior written consent, install such signs as are reasonably required to advertise the Youth Programs. Upon Landlord's approval, Tenant shall obtain any necessary permits to install any approved signs and shall then install the approved signs at its sole cost and expense. Tenant shall maintain such signs in good condition and repair.

6.4. Compliance with Laws. Tenant shall comply with all applicable laws, ordinances and regulations. Tenant shall not sell or permit to be kept, used, displayed or sold in or about the Leased Premises (a) pornographic or sexually explicit books, magazines, literature, films or other printed material, sexual paraphernalia, or other material which would be considered lewd, obscene or licentious; (b) any article which may be prohibited by standard forms of fire insurance policies; (c) any controlled substances, narcotics, or the paraphernalia related to the same; or (d) alcoholic beverages. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other parties, including the Little League or Landlord's use of the Complex or injure or annoy them or use or allow or permit the Leased Premises to be used for any improper, immoral, unlawful, or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in or about the Leased Premises, or commit or suffer to be committed any waste upon the Leased Premises.

7. Taxes. Tenant acknowledges that its leasehold interest in the Leased Premises is a possessory interest that is subject to the imposition of real estate taxes by the Solano County Assessor's Office unless Tenant otherwise qualifies for an exemption. Tenant shall be solely responsible for the payment of any possessory interest taxes and assessments ("**Possessory Interest Taxes**") that become due on the Premises during the Lease Term. Tenant shall also be responsible for any taxes and assessments that become due for fixtures, equipment, or Tenant Improvements installed or constructed by Tenant on the Premises ("**Other Property Taxes**"). Tenant shall pay all Other Property Taxes promptly. Landlord will not be obligated to pay delinquent Other

Property Taxes; but, if Landlord elects to pay delinquent Other Property Taxes, Tenant shall immediately pay Landlord the full amount of the delinquent Other Property Taxes including any late charges, penalties, or interest. The terms of this section survive the expiration or earlier termination of this Lease. Tenant shall also indemnify, defend and hold harmless Landlord against any and all such taxes, fees, penalties or interest assessed, or imposed against Landlord hereunder.

8. Utilities. During the Term, Landlord shall provide water, sewer, gas, heat, electricity, garbage disposal, and trash disposal for the Leased Premises. Tenant covenants to be environmentally responsible in the use of utilities (especially water and electricity) and, upon notice, shall comply with reasonable requirements imposed by the Landlord. If Tenant violates the light usage restriction as specified in Section 7.1, Tenant shall promptly pay to Landlord the additional costs incurred by such usage upon Landlord's written demand.

9. Maintenance. Tenant, at its sole cost and expense, shall maintain in good condition and repair, free and clear of rubbish, litter, and graffiti: (i) Every part of the Leased Premises, (ii) the Storage Shed, (iii) any approved signs (pursuant to Section 13); (iv) the structural portions, restrooms, and turf areas, and all other portions of the Complex. Tenant shall promptly repair any damage caused by Tenant or its invitees to any portion of the Complex.

10. Modifications to Leased Premises. Tenant shall not make any modification or improvements to any portion of the Leased Premises without Landlord's prior written approval. Upon termination of this Lease, any improvements shall be the property of Landlord without any duty to reimburse Tenant.

11. Insurance; Indemnity.

11.1. Insurance Requirements.

- a. Liability Insurance Coverage.** Prior to entering the Leased Premises, Tenant, at its sole expense, shall obtain and thereafter maintain during the entire term of this Lease, comprehensive general liability insurance, including, but not limited to, owned and non-owned vehicle liability, personal injury, blanket contractual, broad form property damage, and product/completed operations liability coverage shall be on a per occurrence basis and shall have limits of not less than Two Million Dollars (\$2,000,000.00) combined single-limit per occurrence for bodily injury, personal injury and property damage liability.
- b. Worker's Compensation Insurance.** Tenant and all persons performing work for, or on behalf of Tenant, including, but not limited to, their contractors or sub-contractors, shall, at Tenant's own cost and expense, procure and maintain during the performance of the said work, a policy of workers' compensation insurance and employer's liability insurance in such amount as to willfully comply with the laws of the State of California.
- c. Miscellaneous.** All of the above policies of insurance, except workers' compensation insurance, shall name Landlord, its officers, employees, and agents as additional insureds. Copies of all insurance policies shall be delivered to Landlord. Acceptance by Landlord of delivery of any certificates of insurance does not constitute approval or agreement by Landlord that the insurance requirements of this section have been met, and failure of Landlord to identify a deficiency from evidence provided will not be

construed as a waiver of Tenant's obligation to maintain such insurance. In the event any of the insurance policies required to be carried by Tenant under this Lease are cancelled prior to the expiration date of such policy, or if Tenant receives notice of any cancellation of such insurance policies from the insurer prior to the expiration date of such policy, Tenant shall (a) immediately deliver notice to Landlord that such insurance has been, or is to be, cancelled, (b) shall promptly replace such insurance policy in order to assure no lapse of coverage occurs, and (c) shall deliver to Landlord a certificate of insurance for such replacement policy. The insurance required to be maintained by Tenant hereunder are only Landlord's minimum insurance requirements, and Tenant agrees and understands that such insurance requirements may not be sufficient to fully meet Tenant's insurance needs. Copies of all policies of insurance and proof that they are in effect shall be provided to Landlord prior to the Effective Date. Tenant shall comply with additional insurance requirements that Landlord may impose from time to time. Tenant shall be solely responsible to maintain any other insurance for its protection.

11.2. Indemnity. Tenant shall defend, indemnify and hold harmless Landlord, and its officers, employees, invitees and agents ("**Landlord Parties**") from and against any and all claims, actions, costs, expenses, judgments, awards, liabilities, penalties and demands whatsoever, together with reasonable attorney's fees and court costs (collectively "**Damages**") arising out of or concerning the activities of Tenant under this Lease, including, but not limited to, injury or death or damage to persons or property of the Landlord Parties, Tenant or others, occurring in, on or about the Leased Premises and any resulting from hazardous materials brought to the Leased Premises by or on behalf of Tenant by any of its officers, employees, invitees or agents; provided, that Tenant's obligation to indemnify and hold harmless not extend to Damages caused by the gross negligence or willful misconduct of the Landlord Parties. If any action or proceeding in connection with any such matters is brought against the Landlord Parties, notice shall be given to Tenant and Tenant shall be furnished with a copy of any papers served. In the event any action or proceeding is brought against any Landlord Parties by reason of any of the foregoing matters, Tenant shall, upon written notice from the Landlord Parties, defend the Landlord Parties, at Tenant's sole expense, by counsel reasonably satisfactory to the Landlord Parties. However, Landlord shall have the right to chose to defend any such action or proceeding for itself, employing legal counsel selected by it. As between Landlord and Tenant, Landlord shall not be responsible or liable in any way for the presence of any toxic or hazardous materials on the Leased Premises, including compliance with any requirements imposed by applicable governmental authorities. Termination of this Lease notwithstanding, the provisions of this Section shall continue in full force and effect as to any claims or other matter listed therein, without limitation in time by virtue or any other provisions of this Lease. Any acceptance by the Landlord of insurance certificates and endorsements does not relieve Tenant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause also shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

12. Assignment and Subleasing. Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Landlord which consent may be withheld by Landlord in its reasonable discretion. As part of the approval process, Landlord may consider a sublessee or assignee provided Tenant provides the following information: (i) financial statements and other evidence reasonably acceptable to Landlord to show financial responsibility; (ii) Landlord is provided evidence and assurance that assignee can provide the Required Youth Programs; (iii) Landlord is provided evidence and assurance that assignee has the

expertise to operate the Snack Bar;(iv) no amount is paid by assignee to Tenant for the assignment or there is no sublease rent paid to Tenant in excess of the amounts required to be paid under this Lease to Landlord; and (v) proof of insurance as set forth in Section 11. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Irrespective of any assignment or sublease, Tenant shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Agreement.

13. Default; Remedies.

13.1. Default. The occurrence of any of the following events shall constitute a default on the part of Tenant under this Lease ("**Default**"):

- a. Monthly Payment.** A failure by Tenant to pay any sum due under this Lease within three (3) days after written notice that such payment is due.
- b. Youth Programs.** Tenant fails to continuously provide the Required Youth Programs.
- c. Abandonment.** Tenant abandons the Leased Premises
- d. Assignment or Subletting.** Tenant has assigned or sublet the Leased Premises in violation of Section 12.
- e. Failure to Comply.** Tenant's failure to comply with the insurance provisions contained in Section 11.
- f. Non Profit Status.** Tenant ceases to be a non-profit corporation.
- g. Bankruptcy.** The bankruptcy or insolvency of Tenant, any transfer by Tenant to defraud creditors, any assignment by Tenant for the benefit of creditors, or the commencement of any proceedings of any kind by or against Tenant under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act unless, in the event any such proceedings are involuntary, Tenant is discharged from the same within 60 (sixty) days thereafter; the appointment of a receiver for a substantial part of the assets of Tenant; or the levy upon this Lease or any estate of Tenant hereunder by any attachment or execution.
- h. Performance of Lease Terms.** Tenant's failure to perform any of the terms, covenants, agreements or conditions of this Lease to be observed or performed by Tenant which default has not been cured within 15 (fifteen) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the 15 (fifteen) period, Tenant shall not be deemed to be in default if cure is promptly commenced within the 15-day period and thereafter diligently pursued to completion.

13.2. Landlord's Remedies. In the event of a Default by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such Default:

- a. Continue Lease.** Pursue the remedy described in California Civil Code Section 1951.4 whereby Landlord may continue this Lease in full force and effect after Tenant's breach and recover the Rent and any other monetary charges as they become due, without terminating Tenant's right to sublet or assign this Lease, subject only to reasonable limitations as herein provided. During the period Tenant is in default, Landlord shall have the right to do all acts necessary to preserve and maintain the Premises as Landlord deems reasonable and necessary, including removal of all persons and property from the Premises, and Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Re-letting can be for a period shorter or longer than the remaining Term.
- b. Perform.** Pay or perform such obligation due (but shall not be obligated to do so), if Tenant fails to pay or perform any obligations when due under this Lease within the time permitted for their payment or performance. In such case, the costs incurred by Landlord in connection with the performance of any such obligation will be additional Rent due under this Lease and will become due and payable on demand by Landlord.
- c. Terminate.** Terminate Tenant's rights to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, the following: (A) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (B) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that is proved could have been reasonably avoided; plus (C) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that is proved could be reasonably avoided; plus (D) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus (E) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. In addition, Landlord shall be entitled to recover from Tenant the unamortized portion of any Tenant improvement allowance, free rent or other allowance provided by Landlord to Tenant and any brokerage commission or finder's fee paid or incurred by Landlord in connection with this Lease (amortized with interest at the Interest Rate on a straight line-basis over the Lease Term of this Lease.) Upon any such termination of Tenant's possessory interest in and to the Premises, Tenant (and at Landlord's sole election, Tenant's sublessees) shall no longer have any interest in the Premises, and Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises which Landlord in its sole discretion deems reasonable and necessary. The "worth at the time of award" of the amounts referred to in subparagraphs (A) and (B) above is computed by allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to in subparagraph (C) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). In addition, any notice required to be given by Landlord under this

Lease shall be in lieu of, and not in addition to, any notice required under Section 1161 of the California Civil Code of Procedure.

- d. **No Surrender.** No act or omission by Landlord or its agents during the Term shall be an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Premises shall be valid unless accepted in writing executed by a duly authorized representative of Landlord.
- e. **Additional Remedies.** Pursue any other legal or equitable remedy available to Landlord. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the rate of 10% (ten percent) per annum.
- f. **Effect of Termination.** Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity will affect Landlord's rights of indemnification set forth in this Lease or otherwise available at law or in equity for any act or omission of Tenant, and all rights to indemnification and other obligations of Tenant intended to be performed after termination or expiration of this Lease shall survive termination or expiration of this Lease.

13.3. Tenant's Remedies.

- a. **Tenant's Right to Terminate.** Tenant shall have the right to terminate this Lease for any reason at any time during the Lease Term provided that Tenant shall give Landlord a minimum of 30 (thirty) days written notice.
- b. **Landlord Default.** If Landlord fails to perform any of its obligations under this Lease, and Landlord does not perform such obligation within 30 (thirty) days after receipt of written notice from Tenant, Tenant shall be entitled to exercise all remedies available to Tenant at law or in equity, including but not limited to, mandatory injunctions. Notwithstanding the foregoing, if due to the nature of such default, cure is not reasonably possible within such 30 (thirty) day period, Landlord shall not be deemed in breach if cure is promptly commenced within the 30-day period and diligently pursued to completion.
- c. **Limitations.** Notwithstanding any other provision in this Lease. Tenant hereby releases Landlord and its agents from any liability whatsoever to Tenant arising out of or in connection with any default or other wrongful act by Landlord or its agents under this Lease. Neither the Landlord nor its agents will have any liability for any act, gross negligence or omission of Landlord or its agents, and Tenant expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant except for malicious acts or omissions and fraud. Notwithstanding anything to the contrary in this Lease, neither Landlord nor its agents shall be liable under any circumstances for Tenant's loss of profit, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or other similar forms of consequential damages, in each case however occurring.
- d. **COVID-19 Release.** Tenant further releases Landlord from liability for any and all claims of any kind related to the COVID-10 emergency that may be made in connection with or arising out of the operation of this Lease. Tenant shall be wholly responsible for implementing and enforcing any and all safety protocols to protect

its staff and program participants. Landlord and its agents shall in no way or under any circumstances incur any liability for any COVID-19 transmission that may occur among program participants at the Leased Premises or as a result of the activities performed at the Leased Premises.

14. Right of Entry. Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times upon prior notice to inspect the Leased Premises to determine whether Tenant is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease or to perform Landlord's duties under this Lease. Landlord's entry and any work conducted by Landlord or its agents shall be performed so as to minimize interruption or interference with Tenant's ability to conduct the Youth Programs.

15. Surrender of Premises; Holding Over. On the expiration or termination of this Lease, Tenant shall promptly surrender and deliver the Leased Premises to Landlord in good condition subject to reasonable wear and tear. At the expiration of this Lease, if Tenant holds over for any reason, the tenancy shall then be a monthly lease and not a renewal or extension of this Lease. Tenant shall pay monthly rent in an amount of 150% (one hundred fifty percent) of the Monthly Rent previously payable under this Lease and otherwise comply with all obligations under this Lease.

16. Damage and Destruction. If the Complex or Leased Premises is damaged or destroyed, whether partially or entirely, by any cause, then Landlord may elect, in its sole discretion, to repair, restore, or reconstruct the damaged building or to terminate this Lease. Landlord shall have no obligation to rebuild the Complex. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or of any damage or defects in the Leased Premises or any fixtures or equipment therein.

17. General Provisions.

17.1. Entire Agreement. This Lease constitutes the entire agreement between the Parties and supersedes any and all other prior agreement, either oral or written, between Tenant and Landlord pertaining to Leased Premises.

17.2. Interest. Any monetary payment due Landlord, other than late charges, not received by Landlord within three (3) days following the date on which it was due shall bear interest from the third day after it was due until paid in full at the rate of ten 10% (percent) per annum, but, in no event, exceeding the maximum rate allowed by law, in addition to the late charge provided for in Section 15.3.

17.3. Authority. Each person signing this Lease for Tenant represents and warrants to Landlord that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against Tenant.

17.4. Amendment. This Lease shall not be amended, revised, modified or revoked at any time without the written agreement of both Parties.

17.5. Binding Effect. This Lease shall be binding on the Parties, their representatives, successors, and assigns.

17.6. Governing Law. This Lease shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California. If any legal action is necessary

to enforce the terms and conditions of this Lease, the Parties agree that a court of competent jurisdiction in the County of Solano shall be the sole venue and jurisdiction for the bringing of such action.

17.7. Attorney's Fees. If either Party commences litigation against the other under this Lease, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

17.8. Notices. Any notice herein required or permitted to be given shall be deemed given (i) three (3) days following the date the same is mailed, by United States certified mail, postage prepaid, return receipt requested, properly addressed to the Party; or (ii) one (1) day following the date the same is mailed by a national overnight delivery service prepaid and delivery receipt requested, properly addressed to the Party. Notices personally delivered shall be deemed given as of the date of personal delivery. Until changed, as hereinafter provided, notices and communications to the Parties shall be addressed as follows

To Landlord: City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attn: City Manager

To Tenant: Bulldog Baseball & Softball Club
2010-A Harbison #191
Vacacville, CA 95687
Attn: Keith Thompson

With a copy to: _____

Attn: ____ _____

17.9. Construction. The provisions contained herein shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared and drafted this Lease.

17.10. Interpretation. The masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, the plural number and past and future tense, respectively, where the context so requires. The headings contained in this Lease are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Lease.

17.11. Severability. The invalidity or unenforceability of any particular provision of this Lease shall not affect the validity or enforceability of the other provisions. In the event of invalidity or unenforceability of a particular provision, this Lease shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

17.12. Waiver. Either Party's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of the other Party. Each Party's performance under this Agreement shall be excused to the extent that such

performance is hindered, delayed or made commercially impractical by causes beyond that party's reasonable control.

17.13. Force Majeure. A Party shall not be chargeable with, liable for or responsible to the other Party for anything or in any amount for any failure to perform or delay caused by: fire; earthquake; explosion; flood; hurricane; the elements; Acts of God or the public enemy; actions, restrictions, limitations or interference of governmental authorities or agents; war; invasion; insurrection; pandemics; rebellion; riots; strikes or lockouts; inability to obtain necessary materials, goods, equipment, services, utilities or labor; or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of the Party; and any such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease by that Party.

17.14. Public Records. Each Party acknowledges that any and all written information submitted to or obtained by the other Party or any other person or entity having to do with or related to this Lease or the Leased Premises, either pursuant to this Lease or otherwise may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (California Government Code Section §§ 6250 through 6276.48) as now in force or as may be amended ("**Act**"). Each Party waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under the other Party, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify, defend, and hold the other Party harmless from any and all claims, demands, liabilities, or obligations arising out of or resulting from a claim by the Party that such information is a trade secret, or confidential, or is not subject to inspection by the public, including without limitation reasonable attorney's fees and costs.

17.15. Counterparts. This Lease may be executed in several counterparts of which each shall be deemed a duplicate original but all of which shall constitute a single document.

17.16. Exhibits. Exhibits A and B attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF SUISUN CITY,
a municipal corporation

By: _____
City Manager, Bret Prebula
_____, 2024

ATTEST: _____
_____, City Clerk

TENANT:

BULLDOG BASEBALL & SOFTBALL CLUB,
a California non-profit public benefit corporation

By: _____

Its: _____

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION OF PROPERTY

APN. 0174-160-070

City Yard:

Being all that certain real property situate in the City of Suisun City, State of California, being a portion of Assessor's Parcel Number 0174-160-070 as said Parcel is shown on that certain Assessor's Map in Book 174 Page 19 in the Office of Solano County Assessor, and further being a portion of the lands described in the Quit Claim Deed filed for record June 18, 2004 as Document 2004-00082913 in the office of the Solano County Recorder, being more particularly described as follows:

Beginning at the intersection of the northerly projection of the east line with the easterly projection of the south line; thence along a line North, 850 feet; thence along a line West, 350 feet; thence along a line South, 850 feet; thence along said projection and said south line South 89d10'54" East, 350.04 feet to the Point of Beginning.

Mandatory Open Area: All the land within APN 0174-160-070 which is subject to the following:

- (i) Restrictive Easement for Safety Area dated August 9, 1954 and recorded on September 20, 1954 as Instrument No. 14387 in Book 731 at Page 552 in the Official Records of Solano County, State of California.
- (ii) Easement Deed dated November 6, 1990 and recorded on December 31, 1990 as Instrument No. 900101329 in the Official Records of Solano County, State of California.

Complex:

Being all that certain real property situate in the City of Suisun City, State of California, being a portion of Assessor's Parcel Number 0174-160-070 as said Parcel is shown on that certain Assessor's Map in Book 174 Page 19 in the Office of Solano County Assessor, and further being a portion of the lands described in the Quit Claim Deed filed for record June 18, 2004 as Document 2004-00082913 in the office of the Solano County Recorder, **BUT excluding** the property described above as City Yard and Mandatory Open Area.

Exhibit B
Depiction of Complex



AGENDA TRANSMITTAL

MEETING DATE: September 3, 2024

AGENDA ITEM: Council Adoption of Resolution No. 2024-___: Authorizing the City Manager to enter a Service Agreement with Joe A. Gonsalves & Son for Legislative Advocacy Services Related to State Legislative and Governmental Affairs - (Prebula: bprebula@suisun.com).

FISCAL IMPACT: The cost of retaining Joe A. Gonsalves and Son will be \$4,000 per month. The funds will be allocated from the City Manager's Office.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The City of Suisun City is seeking to strengthen its legislative and regulatory advocacy efforts in Sacramento, particularly in light of the complex and evolving nature of state legislation that impacts local governments. Joe A. Gonsalves and Son, a well-established family firm with over 47 years of experience, has submitted a proposal to provide these services for Suisun City. The firm has a strong track record of advocating for local governments before the Governor, the Legislature, and state regulatory agencies.

STAFF REPORT: Joe A. Gonsalves and Son's proposal outlines a comprehensive approach to legislative and regulatory advocacy that will be custom-tailored to meet the unique needs of Suisun City. The firm will work closely with the City Council and staff to ensure that the City's priorities are well-represented in Sacramento.

Key elements of the firm's proposed services include:

- **Advocacy:** Monitoring, reviewing, and actively participating in legislative processes. The firm will provide Suisun City with updates, fact sheets, and analyses of legislative bills and proposals. They will also assist in drafting letters, resolutions, and testimony to support the City's positions on key issues.
- **Grant Funding:** Identifying and pursuing funding opportunities for Suisun City. The firm will assist with drafting and submitting grant applications, coordinating meetings with agency staff, and obtaining letters of support from state legislators.
- **Increased Presence:** Ensuring that Suisun City has a strong voice in Sacramento by organizing action days to meet with legislators, state agencies, and other key stakeholders.
- **Regulatory and Administrative Advocacy:** Engaging with state agencies on regulations and administrative actions that affect the City, ensuring that Suisun City's interests are represented.
- **Reporting and Communication:** The firm will provide weekly reports on legislative activities and will offer written and oral reports to the City Council, as requested.

The proposed retainer is \$4,000 per month, inclusive of all services. The contract includes a 30-day cancellation clause, allowing flexibility for the City.

STAFF RECOMMENDATION: Council Adopt Resolution No. 2024-___: Authorizing the City Manager to enter a Service Agreement with Joe A. Gonsalves & Son for Legislative Advocacy Services

Related to State Legislative and Governmental Affairs.

DOCUMENTS ATTACHED:

1. Resolution No. 2024-___: Authorizing the City Manager to enter a Service Agreement with Joe A. Gonsalves & Son for Legislative Advocacy Services Related to State Legislative and Governmental Affairs
2. Service Agreement with Joe A. Gonsalves & Son
3. Proposal Letter

PREPARED BY:

Bret Prebula, City Manager

ATTACHMENTS:

1. [Resolution Authorizing to Enter a Service Agreement with Joe A. Gonsalves & Son.docx](#)
2. [Service Agreement.pdf](#)
3. [Proposal Letter - Joe A. Gonsalves & Son.pdf](#)

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RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER A SERVICE AGREEMENT
WITH JOE A. GONSALVES & SON FOR LEGISLATIVE ADVOCACY SERVICES
RELATED TO STATE LEGISLATIVE AND GOVERNMENTAL AFFAIRS**

WHEREAS, it is important and necessary for the City to be informed and active in state legislative activities and governmental affairs;

WHEREAS, the City of Suisun City desires to enhance its legislative and regulatory advocacy efforts; and

WHEREAS, Joe A. Gonsalves and Son has extensive experience in legislative advocacy and has successfully represented local governments before the Governor, Legislature, and state regulatory agencies; and

WHEREAS, the firm will provide comprehensive services, including legislative monitoring, advocacy, grant funding assistance, and regulatory representation, tailored to the specific needs of Suisun City; and

WHEREAS, Joe A. Gonsalves and Son proposes a monthly retainer of \$4,000, inclusive of all services, and the agreement includes a 30-day cancellation clause;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby authorizes the City Manager to enter into an agreement with Joe A. Gonsalves and Son for Legislative and Regulatory Advocacy Services for Suisun City.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 3rd day of September 2024, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 3rd day of September 2024.

Anita Skinner
City Clerk

AGREEMENT

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

The CITY OF SUISUN CITY (hereinafter "CLIENT") 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 CLIENT in the State of California.

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

I. ADVOCATE Representative(s):

The following principal(s) of ADVOCATE are designated as being the principal(s) and representative(s) of ADVOCATE authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Anthony D. Gonsalves
Jason A. Gonsalves
Paul A. Gonsalves

The terms and conditions are limited to the following:

- #### II. ADVOCATE's Scope of Services. ADVOCATE agrees to assume and perform the following duties and responsibilities:
- A. Represent CITY OF SUISUN CITY in Sacramento in terms of communicating the CLIENT's interests to the appropriate elected representatives, key staff members, state agencies and other individuals as needed.
 - B. Develop and maintain good working relationships between the CLIENT and State legislators, legislative staff, and state agencies.
 - C. Develop, coordinate and execute the CLIENT's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.
 - D. Review all pertinent legislative bills introduced in the California Legislature and inform the CLIENT of all such legislation affecting its

interest and forward weekly a copy of all such bills to the CLIENT. The CLIENT will review and analyze all such legislative bills and inform ADVOCATE, in writing, of its position on such bills the CLIENT wishes to pursue.

- E. Assist in identifying and obtaining state funding available for CLIENT programs and proposed capital projects.
- F. Obtain support, through letters of support and other means, from state legislators and officials for CLIENT grant applications.
- G. Provide a monthly written summary during the legislative session and at other times if warranted that gives updates on pending legislation, state budget, and other relevant issues.
- H. Arrange meetings with legislative representatives or key agency staff and CLIENT representatives.
- I. Attend and provide testimony on behalf of the CLIENT in legislative committee hearings.
- J. Provide support, including advising on briefing papers, talking points, etc., when CLIENT officials are requested to testify before a legislative committee.

III. CLIENT Representative:

“Designee” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, direction, or other actions are required by CLIENT under this Agreement, those actions will be taken by the “Designee”, unless otherwise stated. The “Designee” has the right to designate another Representative at any time, by providing notice to ADVOCATE.

IV. CLIENT’s Duties and Responsibilities:

- A. CLIENT shall analyze and review all legislative bills submitted to it by ADVOCATE and will inform ADVOCATE, in writing, of its position on any and all such bills CLIENT wishes ADVOCATE to pursue.
- B. CLIENT shall, on a timely and continuing basis, apprise ADVOCATE of any specific issues it wishes to have analyzed or pursued by ADVOCATE under this Agreement.
- C. CLIENT shall, on a timely basis, pay all bills and invoices submitted to it by ADVOCATE.

- V. Effective Date and Term. This agreement shall become effective on the _____, and shall continue in full force and effect unless and until terminated by CLIENT and/or by ADVOCATE.
- VI. Compensation. CLIENT shall pay to ADVOCATE the monthly sum of \$ 4,000.00 (Four Thousand Dollars) payable in advance on the first day of each month. ADVOCATE is an independent contractor and shall be responsible for all taxes including but not limited to ADVOCATE's employees' withholdings etc.
- VII. Costs and Expenses. CLIENT shall reimburse ADVOCATE for any travel and/or other expenses directly related to any request by CLIENT for ADVOCATE to participate in any meetings or activities outside of Sacramento.
- VIII. 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.
- IX. Indemnification.
- A. Professional Services. In the connection with its professional services, the Contractor shall hold harmless and indemnify CLIENT, and its elected officials, officers, employees, servants, volunteers, and agents serving as independent contractors in the role of city or agency officials, (collectively, "Indemnities"), with respect to any and all damages, liabilities, losses, reasonable defense costs or expenses (collectively, "Claims"), including but not limited to liability for death or injury to any person and injury to any property, to the extent the same out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor or any of its officers, employees, subcontractors, Contractors, or agents in the performance of its professional services under this Agreement. Contractor shall reimburse all reasonable defense costs and expenses, including actual attorney's fees and experts' costs incurred in connection with such defense.
- B. Other Indemnities. In connection with all Claims not covered by Section A, the Contractor shall defend, hold harmless and indemnify the Indemnities with respect to any and all Claims including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the non-professional acts, omissions, activities or operations of Contractor or any of its officers, employees, subcontractors, Contractors, or agents in the performance of this Agreement. Contractor shall defend Indemnities in any action or actions filed in connection with any such Claims with counsel of CLIENT's choice, and shall pay all costs and expenses, including actual

attorney's fees and experts' costs incurred in connection with such defense.

- C. Non-waiver of Rights. Indemnities do not, and shall not, waive any rights that they may possess against Contractor because of the acceptance by CLIENT, or the deposit with CLIENT, of any insurance policy or certificate required pursuant to this Agreement.
 - D. Waiver of Right of Subrogation. Except as otherwise expressly provided in this Agreement, Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnities, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor.
 - E. Survival. The provisions of this Section IX shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnities' right to recover under this indemnity provision, and an entry of judgment against Contractor shall be conclusive in favor of the Indemnities' right to recover under this indemnity provision.
- X. Insurance: ADVOCATE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- A. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - 1. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - 2. Primary Property Damage of at least \$250,000 per occurrence; or
 - 3. Combined single limits of \$1,000,000 per occurrence.
 - B. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - C. Professional liability insurance – Not Applicable.
 - D. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

- E. The insurance provided by ADVOCATE will be primary and non-contributory.
 - F. CLIENT, must be named as additional insured under the general liability policies.
 - G. ADVOCATE must provide certificates of insurance and/or endorsements to the CITY OF SUISUN CITY before the commencement of work.
 - H. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CLIENT.
- XI. Governing Law. This Agreement shall be governed by the laws of the State of California.
- XII. Entire Agreement/Severability. This Agreement has six (6) 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.
- XIII. Notice of Termination.
- A. 30-Day notice of termination under this Agreement by ADVOCATE shall be given to CLIENT by certified mail to the following address:

CITY OF SUISUN CITY
701 Civic Center Blvd.
Suisun City, CA 94585
 - B. 30-Day notice of termination under this Agreement by CLIENT shall be given to ADVOCATE by certified mail at the following address:

Joe A. Gonsalves & Son
925 L Street, Suite 250
Sacramento, CA 95814.
- XIV. Amendments. The Agreement may be modified or amended only by a written document executed by both ADVOCATE and CLIENT.

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

JOE A. GONSALVES & SON

DATED: _____ BY _____

CITY OF SUISUN CITY

DATED: _____ BY _____



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

916 441-0567 · FAX 916 441-5061

Email: gonsalves@gonsalvi.com

August 15, 2024

Mr. Bret Prebula,
City Manager, Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

Dear Mr. Prebula,

Thank you for the opportunity for Joe A. Gonsalves and Son to submit our proposal for Legislative and Regulatory Advocacy Services to Suisun City. We are honored to provide the attached proposal introducing you, and the Suisun City Council, to our firm.

Our strategic approach to advocacy is custom tailored to the unique needs of each of our clients by utilizing our 47 years of experience and relationships with Legislators, the Administration and stakeholders. Our advocacy will embrace and help protect Suisun City's mission to provide a safe, healthy, inclusive community through a tailored-made approach unique to Suisun City. Our firm will assist in the City's goals to provide an exceptional quality of life where residents and businesses prosper, and visitors feel welcome.

Joe A. Gonsalves & Son is a family firm that provides non-partisan legislative advocacy before the Governor, the Administration, the California State Legislature, and various State regulatory agencies. The Gonsalves family's participation in the legislative process dates back to 1962 when our founder, Joe Gonsalves, was sworn in as the first member of the California State Assembly from Portuguese ancestry. Joe served in the State Assembly until 1974 and, in 1975, he founded Joe A. Gonsalves & Son. 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.

Our firm intentionally does not divide up workload. We have three full time lobbyists in our firm and each lobbyist is fully engaged in our representation of your City. Our entire firm intentionally uses the same gonsalves@gonsalvi.com email address. We do this in order to make sure each member of our firm is aware of the issues of importance as we coordinate our efforts. Whenever we take on an issue, all three lobbyists actively advocate on your behalf. We are a family firm with three lobbyists, Anthony Gonsalves, and his two sons, Jason and Paul Gonsalves. As with most family businesses you can safely assume the organizational structure, with one significant difference, we consider each and every one of our clients to be "the boss".

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 to fully communicate the level of success we have enjoyed in representing our clients over the past 47 years.

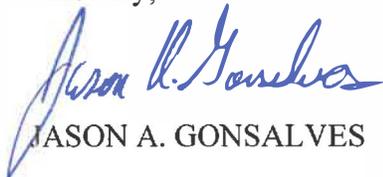
Our firm charges a retainer on a monthly basis and contains a 30-day cancellation clause, as we are confident in our ability to provide your City with an unparalleled level of service. The retainer is all inclusive of the services we would provide for the City. We do not charge for any additional costs unless you require us to meet outside of Sacramento. Please note, 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.

We represent a very distinguished group of clients other than cities. For example, Long Beach Transit, providing transit services throughout the Long Beach region; and Access Services, the only paratransit service provider in Los Angeles County. In addition, we represent 29 Palms Band of Mission Indians, a leader amongst tribal governments. I strongly believe it is this blend of special people who assist us in being as effective as we are.

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 represent Suisun City as your legislative advocates. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



JASON A. GONSALVES

EXECUTIVE SUMMARY

Our firm 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.

Our firm will work cooperatively with the City's management team to review, learn and provide advice on the City's legislative priorities. We have years of experience reviewing and advising our local government clients on their Legislative Platforms in order to shape them around the City Councils priorities. Our firm will assist the City in reviewing and guiding the legislative priorities, outlined by the City Council, for the current year and outyears, along with providing the management team with draft letters and resolutions that reflect the City's legislative priorities. This will help ensure we have direction from the City, which will assist our firm in providing a strategy to accomplish the City's priorities and goals.

Advocacy:

Our firm actively monitors, reviews and participates in the daily activities of the Capitol and the State Agencies. We receive a copy of every bill introduced and each set of amendments. We will read each bill and the amendments and send those that we feel may be of interest to your city. In addition, as the legislative proposals develop, we provide you with fact sheets and analysis of the bills that may affect you. We provide your City a "weekly report" with the status of all bills either watched, supported and/or opposed by your City.

Additionally, we actively sponsor bills on behalf of our client's as well as maintain a constant line of communication with the Members of the Legislature and their staff to ensure we are apprised of upcoming proposals. Our firm will assist in preparing written correspondence on any/all issues of importance to the City. That said, we do not unilaterally adopt positions on behalf of the City. We work very closely with the City's management team under the direction of the City Council.

Whenever your City sponsors or adopts a position on legislation and/or proposed regulations, we cover all bases. We meet with the Author's office, the Committee Consultants (both Democrat and Republican), Legislative Leadership, Governor's office, all pertinent stakeholders, and provide testimony in each Committee in order to ensure your City's position is known and ultimately supported. Additionally, we will assist the management team with draft letters of support, position statements, talking points and any additional advocacy that the issue requires.

Our firm will work closely with the City's management team under the direction of the City Council to develop strategies tailored to the specific issues. Every legislative policy has numerous strategies, proponents and opponents, and they all vary depending on the issue. Our firm will assist in identifying the most appropriate strategy for each issue and building coalitions with stakeholders that support the City's legislative and policy positions.

Funding:

Our firm proactively identifies any/all funding opportunities for your City and will provide you, on a quarterly basis, with a memo outlining all available grant funding from the State. Our firm will also assist you in developing your project proposals for each potential grant application. Once the City has submitted an application, our firm will schedule a meeting with the Agency staff overseeing the project to discuss the City's project in greater detail and ensure the City's application meets all of the guidelines and requirements of the grant program. Additionally, we will work with your legislator's, Assemblymember Wilson and Senator Dodd, to obtain letters of support for your grant applications.

We recommend the city request our firm set-up a series of "action days" in Sacramento to meet with the various State Agencies overseeing the desired grant funding in an effort to craft a competitive proposal. This is also an opportunity to meet with Legislator's and Legislative Committees to seek their input and support on any funding the City is seeking. Likewise, this will provide an opportunity for the City to receive information and provide input on any funding opportunities that may be available or coming available.

In addition to grant funding, our firm will assist the City in developing and submitting "Members Request" for funding through the State Budget. We have been extremely successful in advocating for "Members Requests" on behalf of our clients. Please note, our attached funding accomplishments do not reflect Members Requests. Although our firm assists in the efforts for this funding, ultimately, it is your Legislator's that make the request and they deserve the credit.

Increased presence:

An invaluable part of achieving the City's goals and objectives is establishing a voice in Sacramento. Our firm will accomplish this by maintaining our relationships and communication with key policy makers on your behalf. We strongly recommend you request our firm to set up a series of "action days" in Sacramento to meet with legislator's, key committee members and staff, the Governor's office, and State Agencies to discuss the City's priorities.

Our firm will be present to represent Suisun City's positions on legislation in every pertinent committee, on the floors of both houses, and in front of any state agency overseeing an issue of importance to the City. This will ensure your priorities are heard while developing a presence in Sacramento on important local government issues.

Regulatory and Administrative:

The regulatory and administrative process are often the most time consuming and onerous part of advocacy. State Agencies within the State of California have continued to grow as the Legislature has provided many of them with new powers and responsibilities. Moreover, recent state budget investments and legislation have resulted in unprecedented amounts of funding for various projects. Our firm will monitor, analyze, participate and influence State Agencies with administrative actions of interest to the City. The process for regulations and funding guidelines will be handled in the same manner as legislative matters. We will work closely with the City to establish policy direction and we will take the necessary steps to best represent the City before the State Agencies.

Tracking and Reporting:

Our firm actively monitors, reviews and participates in the daily activities of the Capitol and the State Agencies. We receive a copy of every bill introduced and each set of amendments. We will read each bill and the amendments and send those that we feel may be of interest to your city. In addition, as the legislative proposals develop, we provide you with fact sheets and analysis of the bills that may affect you.

Our firm will provide your city with a weekly report, which we send out every Thursday or Friday, depending upon the legislative calendar. We tailor our weekly report to ensure it provides a specific update on the legislative proposals identified/adopted by your City Council. Additionally, we will provide the City with a monthly written and oral report of legislative activity, as requested, either virtually or in person, as requested by the City. Furthermore, our firm will assist the City in the filing of all lobbyist and expenditure disclosure forms and reports in a timely manner.

Our firm maintains a constant line of communication with the Members of the Legislature and their staff to ensure we are apprised of upcoming proposals. Our firm will assist in preparing written correspondence on any/all issues of importance to the City. That said, we do not unilaterally adopt positions on behalf of the City. We work very closely with the City's management team under the direction of the City Council.

Relationship Building:

Our strategic approach to advocacy is custom tailored to the unique needs of each of our clients by utilizing our 47 years of experience and relationships with Legislators, the Administration and stakeholders. As previously mentioned, we represent a large number of local governments, which provides 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.

Relationships and respect matter in Sacramento and we are extremely proud of the personal and professional relationships we have with the Executive Branch, State Agencies as well as the members of the Legislature. Our long-standing presence in Sacramento enables us to successfully represent your City. We encourage you to contact our clients and any member of the Legislature and ask them about our firm and the services we provide.

CONFLICTS OF INTEREST

Our firm intentionally only considers new clients that will not conflict with our existing clients. We have had numerous offers from Counties and large Cities to represent them in Sacramento, however, we always decline. Counties and large Cities do not have the same fiscal structure as our current client Cities and typically have different priorities. A majority of our client cities are small to medium size cities that rely heavily on sales tax and have specific issues that the large local government associations will not take on. We specialize in one-off issues related to your City and will utilize our base of client cities to be part of the solution.

In the extremely rare case that there is a conflict between any of our clients, we have successfully work with both clients to find a solution that works for both parties. In our Firm's 49 years of experience, we have only experienced 1 conflict amongst our clients. In that case, one client City introduced legislation to take over land use in another clients City, which made a conflict for all of our client cities. We tried to find an agreement between the 2 clients, however, we were unable to. Ultimately, the City that was trying to take over land use terminated our contract, our firm killed their bill in the Legislature, and the City reinstated our contract after the issue was resolved. Both Cities are clients today.

PROJECT TEAM INFORMATION

Our firm intentionally does not divide up workload. We have three full time lobbyists in our firm and each lobbyist is fully engaged in our representation of your Agency. As an example, when a sponsored bill is being heard in committee, we will have each of us in committee. One of us will provide testimony, one may be meeting with Members and/or staff in their offices, and one will likely be pulling a member out of committee to request their support. It is very difficult for one lobbyist to actually lobby an entire committee alone. All three of us will be available for the duration of the Scope of Work.

As you know, we are a family firm with three lobbyists, Anthony Gonsalves (father), and his two sons, Jason and Paul Gonsalves. As with most family businesses you can safely assume the organizational structure, with one significant difference, we consider each and every one of our clients to be "the boss".

Personnel:

- Anthony D. Gonsalves – President: (47 years)
- Jason A. Gonsalves – Vice President: (26 years)
- Paul A. Gonsalves – Lobbyist: (20 years)
- Sasha Spangler – Office Assistant (21 years)
- Stacey Scambray – Office Assistant (7 Years)

STAFF BIOGRAPHIES

Anthony D. Gonsalves

Anthony joined Joe A. Gonsalves & Son in 1977. Anthony started his career working for the California State Senate. The political process in Sacramento is truly complex, with over 4 decades of experience; Anthony has had the opportunity to master such complexities.

Anthony is a smart, never-give-up kind of lobbyist. He thinks of every angle. Most lobbyists will slow down at some point; not Anthony. He will not slow down until the job is done. The desire to win for our clients is paramount in his mind.

Anthony is widely recognized as one of Sacramento's longest tenured and successful lobbyists. Anthony and his wife Evelyn have been married for 49 years and they have 4 grown sons and 9 grandchildren.

Jason A. Gonsalves

Jason joined Joe A. Gonsalves & Son in 1998. This gave Joe A. Gonsalves & Son the proud distinction of being the first California lobbying firm to have 3 generations lobbying in Sacramento. The firm held this distinction until Joe A. Gonsalves passed away on July 7, 2000.

Jason continues to represent our clients before the Legislature and various state agencies in the areas of; local government finance, utilities and commerce, public employees retirement, workers compensation, telecommunications, and conflict of interest issues.

Over the past two decades, Jason has mastered the internal machinery of the California legislative process and our clients look to him for guidance on the most complex issues such as redevelopment dissolution.

Jason lives in Folsom, CA. with his wife Tracy. They have two children, daughter Taylor and son Joe.

Paul A. Gonsalves

Paul joined the firm in 2004. Paul started his career working at the State Capitol for Assembly Member Rudy Bermudez in 2002.

Paul earned his Bachelor of Arts degree in Political Science with a minor in Public Administration and became Certified in Grant Writing from San Diego State University.

Paul's previous experience working inside the Capitol has benefited our clients tremendously. He has mastered the process from the inside out and has developed life-long relationships that have enabled him to successfully represent our clients.

Paul has successfully represented our clients before the Legislature and various State Agencies in the area of transportation, environmental quality, water, affordable housing, local governance and telecommunications. In addition, Paul has helped secure millions in State grant funding for our clients.

Paul lives in Loomis, Ca. with his wife Jamie, and their two sons, Parker and Peyton.

FEE SCHEDULE

In our contract we charge a retainer on a monthly basis. The retainer is all inclusive of the services we would provide for your City. We do not charge for any additional costs.

Additionally, all of our contracts include a 30-day cancelation clause as we are confident on our ability to provide your City with an unparalleled level of service.

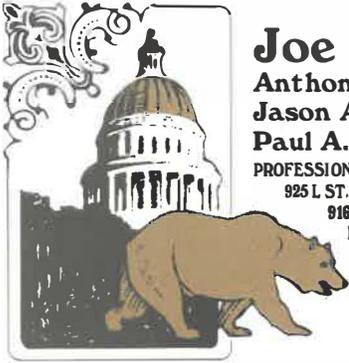
Our Firm lists the scope of services we provide for our clients in very general terms. We purposely do this to ensure that each client has the flexibility to request any assistance our clients may require in Sacramento such as setting up meetings with the appropriate legislators, Governor's office or the various state departments. Should you have any changes you would like to make in the Scope of Services, please feel free to discuss them with me.

We respectfully proposes a monthly fee of \$4,000 per month.

REFERENCES

In addition to the following references, I have enclosed a list of our present clients. As you can see, we represent a large number of municipal agencies. We believe our base of clients have 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. I would recommend you contact any Legislator and ask them about our firm. In addition, we encourage you to discuss our representation with any of our clients.

1. David Gassaway, City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533
(707) 428-7398
dgassaway@fairfield.ca.gov
2. Thaddeus McCormick, City Manager
City of Lakewood
5050 Clark Ave
Lakewood, CA 90712
562-866-9771
Tmack@lakewoodcity.org
3. Chris Freeland, City Manager
City of Indian Wells
44-950 El Dorado Drive
Indian Wells, CA 92210
760 346-2489
cfreeland@indianwells.com



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 916 441-5061

Email: gonsalves@gonsalvi.com

CLIENT LIST

ACCESS SERVICES

3449 Santa Anita Avenue

El Monte, CA 91731

Andre Colaiace, Executive Director

(213) 270-6000

AMERICAN PROMOTIONAL EVENTS, INC.

dba TNT FIREWORKS

555 North Gilbert Street

Fullerton, CA 92833

Carson Anderson, President

(714) 738-1002

BOYS REPUBLIC

1907 Boys Republic Drive

Chino Hills, CA 91709

Chris Burns, Ph.D., Executive Director

(909) 628-9222

BURRTEC WASTE & RECYCLING SERVICES, LLC

41-575 Eclectic Street

Palm Desert, CA 92260

Frank Orlett, Vice President

(760) 340-5901

CALIFORNIA ASSOCIATION OF DUI TREATMENT PROGRAMS "CADTP"

218 North Glendora Avenue

La Puente, CA 91744

Barbara Aday-Garcia, Executive Director

(626) 862-2215

CALIFORNIA CITY MANAGEMENT FOUNDATION "CCMF"

2533 Brown Dr.

El Cajon, CA 92020

Ken Pulskamp, Executive Director

(844) 226-2411

CALIFORNIA MUNICIPAL FINANCE AUTHORITY "CMFA"

2111 Palomar Airport Road

Carlsbad, CA 92011

John Stoecker, Financial Advisor

(760) 930-1221

CALIFORNIA PRODUCER-HANDLER ASSOCIATION

313 Casa Linda Drive

Woodland, CA 95695-4722

Amos DeGroot, President

(530) 662-1228

GALE BANKS ENGINEERING

546 South Duggan Avenue

Azusa, CA 91702

Gale Banks, President

(626) 969-9600

GATEWAY WATER MANAGEMENT AUTHORITY "GWMA"

16401 Paramount Blvd.

Paramount, CA 90723

Grace J. Kast, Executive Officer

(626) 485-0338

LONG BEACH TRANSIT

Post Office Box 731

1963 E. Anaheim St.

Long Beach, CA 90801

Kenneth McDonald, President & CEO

(562) 489-8485

ORANGE COUNTY WATER DISTRICT

18700 Ward Street
Fountain Valley, CA 92708
Alicia Harasty Legislative Affairs Liaison
(714) 378-3268

PACIFIC EDUCATIONAL SERVICES, INC.

11837 Kemper Road, Suite 2
Auburn, CA 95603
Walt Stockman, President
(530) 888-1010

PORT OF STOCKTON

2201 W. Washington Street
Stockton, CA 95203
Kirk DeJesus, Port Director
(209) 946-0246

**SAN GABRIEL VALLEY WATER
ASSOCIATION "SGVWA"**

725 North Azusa Avenue
Azusa, CA 91702
Russ Bryden, Executive Officer
(626) 815-1305

**SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT "SCAQMD"**

21865 Copley Drive
Diamond Bar, CA 91765
Wayne Nastri, Executive Officer
(909) 396-3203

**TWENTY-NINE PALMS BAND OF
MISSION INDIANS**

46-200 Harrison Place
Coachella, CA 92236
Mike Darrell, Chairman
(760) 625-6067

**VALLEJO FLOOD AND WASTEWATER
DISTRICT "VFWD"**

450 Ryder Street
Vallejo, CA 94590
Jeff Tucker, Director of Finance/Treasurer
(707) 652-7802

WILLDANGROUP, INC.

2401 East Katella Avenue, Suite 300
Anaheim, CA 92806-6073
Vanessa Munoz, President
Business Development
(714) 940-6300

CITY OF ARTESIA

18747 Clarkdale Avenue
Artesia, CA 90701
Melissa Burke, City Manager
(562) 865-6262

CITY OF ATASCADERO

6500 Palma Avenue
Atascadero, CA 93422
Jim Lewis, City Manager
(805) 461-5000

ATHERTON, TOWN OF

80 Fair Oaks Lane
Atherton, CA 94027
George Rodericks, City Manager
(650) 752-0529

CITY OF BANNING

99 East Ramsey Street
Banning, CA 92220
Doug Schulze, City Manager
(951) 922-4860

CITY OF BARSTOW

220 East Mountain View St. Suite A
Barstow, CA 92311
Andy Espinoza Jr., City Manager
(760) 255-5195

CITY OF BELLFLOWER

16600 Civic Center Drive
Bellflower, CA 90706-5494
Ryan Smoot, City Manager
(562) 804-1424

CITY OF BLYTHE

235 N. Broadway
Blythe, CA 92225
Mallory Crecelius, City Manager
(760) 922-4938

CITY OF CARSON

701 E. Carson Street
Carson, CA 90745
David C. Roberts, Jr., City Manager
(310) 952-1728

CITY OF CERRITOS

Post Office Box 3130
18125 Bloomfield Avenue
Cerritos, CA 90703-3130
Robert A. Lopez, City Manager
(562) 860-0311

CITY OF CHINO

13220 Central Avenue
Chino, CA 91710
Dr. Linda Reich, City Manager
(909) 334-3390

CITY OF COMMERCE

2535 Commerce Way
Commerce, CA 90040-1487
Ernie Hernandez, City Manager
(323) 722-4805

CITY OF CUPERTINO

10300 Torre Avenue
Cupertino, CA 95014
Pamela Wu, City Manager
(408) 777-3212

CITY OF DIAMOND BAR

21810 Copley Drive
Diamond Bar, CA 91765
Dan Fox, City Manager
(909) 839-7010

CITY OF EL CENTRO

1275 W. Main Street
El Centro, CA 92243
Cedric Ceseña, City Manager
(760) 337-4540

CITY OF EL SEGUNDO

350 Main Street
El Segundo, CA 90245
Darrell George, City Manager
(310) 524-2300

CITY OF ELK GROVE

8401 Laguna Palms Way
Elk Grove, CA 95758
Jason Behrmann, City Manager
(916) 478-2249

CITY OF FAIRFIELD

1000 Webster Street
Fairfield, CA 94533
David Gassaway, City Manager
(707) 428-7400

CITY OF FILLMORE

250 Central Avenue
Fillmore, CA 93015
David W. Rowlands, City Manager
(805) 524-1500 ext. 209

CITY OF FOLSOM

50 Natoma Street
Folsom, CA 95630
Elaine Andersen, City Manager
(916) 461-6010

CITY OF FONTANA

8353 Sierra Avenue
Fontana, CA 92355
Matthew Ballantyne, City Manager
(909) 350-7659

CITY OF GLENDORA

116 East Foothill Blvd.
Glendora, CA 91741
Adam Raymond, City Manager
(626) 914-8201

CITY OF HAWAIIAN GARDENS

21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716
Ernesto Marquez, City Manager
(562) 420-2641 ext. 201

CITY OF INDIAN WELLS

44-950 El Dorado Drive
Indian Wells, CA 92210
Chris Freeland, City Manager
(760) 346-2489

CITY OF INDUSTRY

15625 East Stafford Street
City of Industry, CA 91744
Joshua Nelson, City Manager
(626) 333-2211

CITY OF IRWINDALE

5050 N. Irwindale Avenue
Irwindale, CA 91706
Julian A. Miranda, City Manager
(626) 430-2217

CITY OF JURUPA VALLEY

8930 Limonite Avenue
Jurupa Valley, CA 92509
Rod Butler, City Manager
(951) 332-6464

CITY OF KERMAN

850 S. Madera Avenue
Kerman, CA 93630
John Jansons, City Manager
(559) 846-9450

CITY OF LA MIRADA

13700 La Mirada Blvd.
La Mirada, CA 90638
Jeff Boynton, City Manager
(562) 943-0131

CITY OF LA PUENTE

15900 E. Main Street
La Puente, CA 91744
Bob Lindsey, City Manager
(626) 855-1500

CITY OF LA QUINTA

78-495 Calle Tampico
LaQuinta, CA 92253
Jon McMillen, City Manager
(760) 777-7030

CITY OF LAKE FOREST

100 Civic Center Drive
Lake Forest, CA 92630
Debra Rose, City Manager
(949) 461-3437

CITY OF LAKEWOOD

5050 Clark Avenue
Lakewood, CA 90712
Thaddeus McCormack, City Manager
(562) 866-9771

CITY OF LOMITA

24300 Narbonne Avenue, PO Box 339
Lomita, CA 90717
Andrew Vialpando, City Manager
(310) 325-7110

LOS ALTOS HILLS, TOWN OF

26379 Fremont Road
Los Altos Hills, CA 94022
Peter Pimejad, City Manager
(650) 941-7222

CITY OF LYNWOOD

11330 Bullis Road
Lynwood, CA 90262
Ernie Hernandez, City Manager
(310) 603-0220 Ext. 200

CITY OF MARTINEZ

525 Henrietta Street
Martinez, CA 94553
Michael Chandler, City Manager
(925) 372-3505

CITY OF MILPITAS

455 E. Calaveras Blvd.
Milpitas, CA 95035
Ned Thomas, City Manager
(408) 586-3059

CITY OF NORCO

2870 Clark Avenue
Norco, CA 92860
Lori Sassoon, City Manager
(951) 735-3900

CITY OF NORWALK

12700 Norwalk Blvd. Room 3
Norwalk, CA 90650
Jesus M. Gomez, City Manager
(562) 929-5700

CITY OF PALM DESERT

73-510 Fred Waring Drive
Palm Desert, CA 92260
Todd Hileman, City Manager
(760) 346-0611

CITY OF PALMDALE

38300 Sierra Highway Ste. A
Palmdale, CA 93550
Ronda Perez, City Manager
(661) 267-5100

CITY OF PARAMOUNT

16400 Colorado Avenue
Paramount, CA 90723
John Moreno, City Manager
(562) 220-2225

CITY OF RANCHO CORDOVA

2729 Prospect Park Drive
Rancho Cordova, CA 95670
Micah Runner, City Manager
(916) 851-8700

CITY OF REDDING

777 Cypress Avenue
Redding, CA 96001
Barry Tippin, City Manager
(530) 225-5095

CITY OF ROSEVILLE

311 Vernon Street
Roseville, CA 95678
Dominick Casey, City Manager
(916) 774-5362

CITY OF SANTA CLARITA

23920 Valencia Blvd. Suite 120
Santa Clarita, CA 91355
Kenneth W. Striplin, Ed.D
(661) 255-4905

CITY OF SIGNAL HILL

2175 Cherry Avenue
Signal Hill, CA 90755
Carlo Tomaino, City Manager
(562) 989-7305

CITY OF SIMI VALLEY

2929 Tapo Canyon Road
Simi Valley, CA 93063
Samantha Argabrite, City Manager
(805) 583-6701

CITY OF SOUTH GATE

8650 California Avenue
South Gate, CA 90280
Rob Houston, City Manager
(323) 563-9503

CITY OF THOUSAND OAKS

2100 Thousand Oaks Blvd.
Thousand Oaks, CA 90280
Andrew P. Powers, City Manager
(805) 449-2121

CITY OF TORRANCE

3031 Torrance Blvd.
Torrance, CA 90503
Aram Chaparyan, City Manager
(310) 328-5310

CITY OF TWENTYNINE PALMS

6136 Adobe Road
Twentynine Palms, CA 92277
H. Stone James, City Manager
(760) 367-6799

CITY OF VACAVILLE

650 Merchant Street
Vacaville, CA 95688
Aaron Busch, City Manager
(707) 449-5100

CITY OF VALLEJO

555 Santa Clara Street, 3rd Floor
Vallejo, CA 94590
Andrew Murray, City Manager
(707) 648-4576

CITY OF VICTORVILLE

14343 Civic Drive
Victorville, CA 92393
Keith C. Metzler, City Manager
(760) 955-5029

CITY OF WEST COVINA

1444 West Garvey Avenue, Room 305
West Covina, CA 91790
Paulina Morales, City Manager
(626) 939-8401

CITY OF WHITTIER

13230 Penn Street
Whittier, CA 90602
Brian Saeki, City Manager
(562) 567-9300

CITY OF WILDOMAR

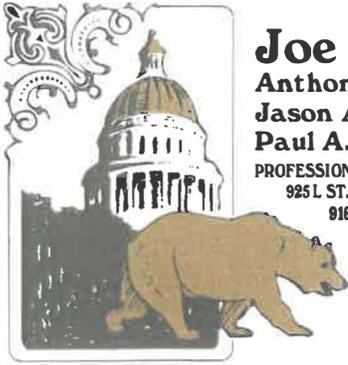
23873 Clinton Keith Rd, Ste. 201
Wildomar, CA 92595
Dan York, City Manager
(951) 677-7751 ext. 209

WINDSOR, TOWN OF

9291 Old Redwood Hwy, Bldg. 400
Windsor, CA 95492
Jon Davis, Town Manager
(707) 838-5335

CITY OF YUCAIPA

34272 Yucaipa Blvd.
Yucaipa, CA 92399
Chris Mann, City Manager
(909) 797-2489, ext. 223



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

916 441-0587 · FAX 916 441-6061

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PROJECT FUNDING SECURED BY: JOE A. GONSALVES & SON

Project Name	Joe A. Gonsalves & Son Client	Grant Amount \$
2022 Fairfield Park Upgrades	City of Fairfield	\$1,500,000
2022 Community Pool Rehab	City of 29 Palms	\$1,300,000
2022 Park Lighting	City of Whittier	\$500,000
2022 Park Project	City of Lynwood	\$1,300,000
2022 Park Playground	City of Cupertino	\$1,000,000
2022 Equestrian Center improvements	City of Lakewood	\$2,900,000
2022 Wildlife Detection Initiative	City of Rancho Cucamonga	\$1,900,000
2022 Park Renovations	City of La Mirada	\$2,750,000
2022 Parks & Community Infrastructure	City of Carson	\$7,000,000
2022 Open Space Acquisition	City of Santa Clarita	\$7,000,000

2022 CORE Academy Training Facility	City of Rancho Cucamonga	\$3,500,000
2022: Bike Trails and Water Quality Improvements	City of Lynwood	\$900,000
2022 Library Improvements	City of Elk Grove	\$3,000,000
2022 Library Improvements	City of Irwindale	\$500,000
2022 Bridge Reconstruction	City of Cupertino	\$5,000,000
2022 Metrolink Improvements	City of Simi Valley	\$4,500,000
2022 Bikeway project	City of Paramount	\$2,000,000
2022 Shelter SOLANO Hall & Kitchen	City of Fairfield	\$1,200,000
2022 Food Locker	City of Rancho Cordova	\$2,500,000
2022 Feet First Foundation	City of Martinez	\$3,000,000
2022 Veteran Housing	City of Palmdale	\$2,700,000
2022 American legion Improvements	City of Elk Grove	\$200,000
2022 Youth & Senior Center	City of Bellflower	\$2,100,000
2022 Project RIDE	City of Elk Grove	\$300,000
2022 YMCA Improvements	City of Lakewood	\$200,000
2022 Amphitheater Improvements	City of Signal Hill	\$5,000,000

2022 Community Center	City of Torrance	\$5,500,000
2022 Port of Stockton Rail Improvements	Port of Stockton	\$9,600,000
Roseville Public Library	City of Roseville	\$10,000
Pomona Public Library	City of Pomona	\$8,500
Irwindale Public Library	City of Irwindale	\$5,000
Beaumont Library District	City of Beaumont	\$95,000
Torrance Public Library	City of Torrance	\$16,075
Santa Fe Springs City Library	City of Santa Fe Springs	\$19,000
Rancho Cucamonga Public Library	City of Rancho Cucamonga	\$561,982
Hemet Public Library	City of Hemet	\$28,657
Folsom Public Library	City of Folsom	\$23,000
Safe Routes to School	City of Redding	\$373,700
Safe Routes to School	City of Alameda	\$276,900
Safe Routes to School	City of Concord	\$436,400
Safe Routes to School	City of Claremont	\$450,000
Safe Routes to School	City of La Puente	\$387,000

Safe Routes to School	City of Palmdale	\$449,800
Safe Routes to School	City of South Gate	\$449,500
Safe Routes to School	City of Thousand Oaks	\$332,000
Safe Routes to School	City of Eastvale	\$150,100
Safe Routes to School	City of Fontana	\$254,200
Safe Routes to School	City of Moreno Valley	\$416,700
Safe Routes to School	City of Wildomar	\$170,800
Safe Routes to School	City of Placentia	\$409,000
Safe Routes to School	City of Pomona	\$900,000
Proposition 1B Trade Corridor Improvement Fund	Port of Long Beach	\$299,795,000
State Highway Operation and Protection Program	Port of Long Beach	\$200,205,000
Statewide Park Development & Community Revitalization Program	City of South Gate	\$2,000,000
Statewide Park Development & Community Revitalization Program	City of Rosemead	\$3,134,066
Statewide Park Development & Community Revitalization Program	City of Rancho Cucamonga	\$3,941,136

Statewide Park Development & Community Revitalization Program	City of Paramount	\$4,580,902
Safe Routes to School	City of La Puente	\$664,470
Bruggemeyer Memorial Library	City of Monterey Park	\$8,845,850
Camarillo Library	City of Camarillo	\$15,621,473
Fairfield Cordelia Library	City of Fairfield	\$4,100,385
Fontana Library	City of Fontana	\$14,900,075
Lawndale Library	City of Lawndale	\$7,300,132
National City Public Library	City of National City	\$11,112,814
Redding - Shasta County Library	City of Redding	\$12,177,532
Victoria Gardens Library	City of Rancho Cucamonga	\$7,752,688
SF Bay to Stockton Ship Channel Deepening Project	Port of Stockton	\$17,500,000
Sacramento River Deep Water Channel Project	City of West Sacramento Port of Sacramento	\$10,000,000
Gateway-Valley Grade Separation	City of Santa Fe Springs	\$25,570,000
Washington Blvd Widening & Reconstruction Project	City of Commerce	\$5,800,000

Gerald Desmond Bridge Replacement	Port of Long Beach	\$250,000,000
Ports Rail System Pier F	Port of Long Beach	\$4,650,000
Ports Rail System Track Realignment	Port of Long Beach	\$23,960,000
Port Rail System Pier B Realignment	Port of Long Beach	\$4,180,000
Port Terminal Island Track Realignment	Port of Long Beach	\$3,790,000
Port Computerized Train Control	Port of Long Beach	\$11,850,000
Reeves Ave Closure and Grade Separation	Port of Long Beach	\$31,180,000
Navy Mole Storage Yard	Port of Long Beach	\$5,930,000
New Cerritos Rail Bridge/Triple Track S. of	Port of Long Beach	\$38,330,000
West Basin road Rail Access Improvements	Port of Long Beach	\$47,560,000
Pier 400 Second Lead Track	Port of Long Beach	\$3,670,000
Sunset Avenue Grade Separation	City of Banning	\$10,000,000
Corridor Logistics Access Project (Cherry Street)	City of Fontana	\$30,773,000
Corridor Logistics Access Project (Citrus Street)	City of Fontana	\$23,600,000
Corridor Logistics Access Project (Riverside Street)	City of Fontana	\$14,096,000

Glen Ridge Apartments	City of Carlsbad	\$5,921,777
CalHome	City of Roseville	\$600,000
CalHome	City of Chino	\$400,000
CalHome	City of Vista	\$600,000
CalHome	City of Redding	\$600,000
CalHome	City of Fairfield	\$600,000
CalHome	City of Yuba City	\$600,000
Palmdale Transit Village	City of Palmdale	\$2,200,000
Santa Barbara Estates, Units 3 & 4	City of Redding	\$132,300
Santa Monica	City of Fairfield	\$1,080,000
Central Station Town Homes	City of Fillmore	\$480,000
Westerner Mobile Home Park	City of Elk Grove	\$250,000
Mountain View Terrace Apartments	City of Beaumont	\$2,960,000
Westview Terrace Apartments	City of Banning	\$2,833,000
CalHome	City of Pomona	\$900,000
CalHome	City of Fairfield	\$900,000

CalHome	City of Simi Valley	\$900,000
Workforce Housing Reward Program	City of Concord	\$324,800
Workforce Housing Reward Program	City of Roseville	\$20,240
Workforce Housing Reward Program	City of West Sacramento	\$54,880
Computers, Vehicles for Sheriff Station	City of Bellflower	\$30,000
Restoration of Camarillo Ranch	City of Camarillo	\$493,000
Cascade Park	City of Monterey Park	\$225,000
Community Center	City of Irwindale	\$150,000
Mae Boyer Park	City of Lakewood	\$750,000
Historic Roseville Project	City of Roseville	\$250,000
Preservation of Camarillo Ranch	City of Camarillo	\$492,605
School Bus Replacement	City of Ventura	\$300,000
Langley Senior Center	City of Monterey Park	\$350,000
La Loma Park Renovation	City of Monterey Park	\$150,000
Sleepy Hollow Community Center	City of Chino Hills	\$250,000
Alternative to Gang Programs	City of Bellflower	\$50,000

Performing Arts Center	City of La Mirada	\$400,000
ERAF Adjustment/Correction	City of Laguna Niguel	\$600,000
Pavement Improvement Program	City of Lakewood	\$700,000
East Ventura Park	City of Ventura	\$250,000
Police Services	City of La Mirada	\$500,000
Sports Complex	City of Redding	\$10,000,000
Youth Facility Improvements	City of Palmdale	\$500,000
Tiger Field Improvements	City of Redding	\$500,000
BOE Use Tax Refund	City of Redding	\$1,500,000
Total Project Grants		\$1,287,478,639

JOE A. GONSALVES & SON LEGISLATIVE ACCOMPLISHMENTS

LEGISLATION	SUBJECT	SUMMARY
<i>SB 902 (Wiener)</i>	Planning and zoning: housing development: density	Would authorize a local government to pass an ordinance, notwithstanding any local restrictions on adopting zoning ordinances, to zone any parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the parcel is located in a transit-rich area, a jobs-rich area, or an urban infill site, as those terms are defined. In this regard, the bill would require the Department of Housing and Community Development, in consultation with the Office of Planning and Research, to determine jobs-rich areas and publish a map of those areas every 5 years, commencing January 1, 2022. Died in Assembly Appropriations Committee
<i>SB 50 (Wiener)</i>	Planning and zoning: housing development: streamlined approval: incentives	located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a "neighborhood multifamily project" to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019. The bill would also define "eligible parcel" to mean a parcel that meets specified requirements, including requirements relating to the location of the parcel and restricting the demolition of certain housing development that may already exist on the site. Died on the Senate Floor
<i>AB 1274 (O'Donnell)</i>	Smog check: exemption	Would, beginning January 1, 2019, and except as provided, exempt motor vehicles that are 8 or less model-years old from being inspected biennially upon renewal of registration. The bill would assess an annual smog abatement fee of \$25 on motor vehicles that are 7 or 8 model-years old. The bill would require a certain amount of the fee to be deposited into the Air Pollution Control Fund and to be available for expenditure, upon appropriation by the Legislature, to fund the Carl Moyer Memorial Air Quality Standards Attainment Program. Signed by the Governor
<i>AB 1250 (Jones-Sawyer)</i>	Counties: contracts for personal services	Would establish specific standards for the use of personal services contracts by counties. The bill would allow a county or county agency to contract for personal services currently or customarily performed by employees, as applicable, when specified conditions are met. The bill would exempt certain types of contracts from its provisions, and would exempt a city and county from its provisions. By placing new duties on local government agencies, the bill would impose a state-mandated local program. The bill also would provide that its provisions are severable. Worked with Author and the bill was amended to remove cities from the bill
<i>AB 398 (E. Garcia)</i>	California Global Warming Solutions Act of 2006: market-based compliance mechanisms: fire prevention fees: sales and use tax manufacturing exemption.	The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. The act authorizes the state board to adopt a regulation that establishes a system of market-based declining annual aggregate emissions limits for sources or categories of sources that emit greenhouse gases, applicable from January 1, 2012, to December 31, 2020, inclusive, as specified. This bill would require the state board, no later than January 1, 2018, to update the scoping plan, as specified. Signed by the Governor
<i>AB 617 (C. Garcia)</i>	Nonvehicular air pollution: criteria air pollutants and toxic air contaminants.	Would require the State Air Resources Board to develop a uniform statewide system of annual reporting of emissions of criteria air pollutants and toxic air contaminants for use by certain categories of stationary sources. The bill would require those stationary sources to report their annual emissions of criteria air pollutants and toxic air contaminants, as specified. Signed by the Governor
<i>AB 890 (Medina)</i>	Land use: planning and zoning: initiative	Would require that the city council of a city or the board of supervisors of a county have exclusive authority to adopt or amend a general plan, specific plan, or zoning ordinance, that would convert any discretionary land use approval necessary for a project to ministerial approval; change the land use or zoning designation of a parcel or parcels to a more intensive designation; or authorize more intensive land uses within an existing land use designation or zoning designation. Vetoed by Governor
<i>SB 649 (Hueso)</i>	Wireless telecommunications facilities	Current federal law recognizes the authority of a state or local government to manage public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for the use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by that government. Current federal law provides that no state or local government has the authority to regulate the entry of, or the rates charged by, a commercial mobile service, but permits a state to regulate the other terms and conditions of commercial mobile services. This bill would provide that a small cell, as defined, is a permitted use, subject only to a specified permitting process adopted by a city or county, if the small cell meets specified requirements. Vetoed by the Governor

SB 1 (Beall)	Transportation Funding	Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program. - Signed by Governor
SB 5 (DeLeon)	California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.	Would enact the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program. The bill, upon voter approval, would reallocate \$100,000,000 of the unissued bonds authorized for the purposes of Propositions 1, 40, and 84 to finance the purposes of a drought, water, parks, climate, coastal protection, and outdoor access for all program. - Signed by the Governor
SB 130 (Budget)	Local government finance: property tax revenue allocations: vehicle license fee adjustments.	Beginning with the 2004–05 fiscal year and for each fiscal year thereafter, current law requires that each city, county, and city and county receive additional property tax revenues in the form of a vehicle license fee adjustment amount, as defined, from a Vehicle License Fee Property Tax Compensation Fund that exists in each county treasury. - Signed by Governor
SB 568 (Lara)	Primary elections: election date.	Would, beginning in 2019, change the date of the statewide direct primary and the presidential primary to the first Tuesday after the first Monday in March and would continue the requirement that those elections be consolidated. - Signed by Governor
SB 649 (Hueso)	Wireless telecommunications facilities.	Current federal law recognizes the authority of a state or local government to manage public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for the use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by that government. Current federal law provides that no state or local government has the authority to regulate the entry of, or the rates charged by, a commercial mobile service, but permits a state to regulate the other terms and conditions of commercial mobile services. This bill would provide that a small cell, as defined, is a permitted use, subject only to a specified permitting process adopted by a city or county, if the small cell meets specified requirements. - Vetoed by Governor
AB 906 (Cooper)	Sacramento Regional Transit District.	Existing law provides for the creation of the Sacramento Regional Transit District, with specified powers and duties relative to the provision of public transit services and governed by a board of directors. Existing law provides for appointment of directors by member entities, and also provides that a city or county that is not annexed to the district may appoint at least one director as a participating entity if it enters into an agreement with the district that provides, among other things, for payment of the participating entity's proportionate share of the district's cost to provide rail or other districtwide transit services. Existing law, in that regard, provides for the proportionate share of the City of Elk Grove to be determined pursuant to a specified agreement between the city and the district. This bill would repeal those provisions relating to the proportionate share of the City of Elk Grove to be determined pursuant to the specified agreement. - Signed by the Governor
AB 1907 (Daly)	Orange County Fair: sale of state property.	Existing law divides the state into agricultural districts within the boundaries of which agricultural associations may be formed. Existing law creates District 32a from real property commonly known as the Orange County Fair and authorizes the Department of General Services to sell all or any portion of the real property that composes District 32a. This bill would repeal the provision creating District 32a out of the Orange County Fair property and would repeal the provision authorizing the sale of that property by the department. The bill would also repeal the creation of the District 32a Disposition Fund in the State Treasury. - Signed by the Governor
SB 1387 (DeLeon)	South Coast Air Quality Management District Board	This bill also would prohibit a member of the south coast district board from being issued a vehicle from the south coast district for greater than 7 days in a 30-day period if the board member is eligible for a vehicle or vehicle allowance from the local government from which he or she is appointed. - Read 3rd time, refused passage.
AB 229 (Perez)	IFD's	Authorizes the creation of an infrastructure and revitalization financing district and the issuance of debt with 2/3 voter approval. The bill would authorize the creation of a district for up to 40 years and the issuance of debt with a final maturity date of up to 30 years. The bill would authorize a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases. - Signed by Governor
SB 628 (Beall)	Enhanced IFD's	Authorizes the legislative body of a city or a county, defined to include a city and county, to establish an enhanced infrastructure financing district, adopt an infrastructure financing plan, and issue bonds, for which only the district is liable, upon approval by 55% of the voters; to finance public capital facilities or other specified projects of communitywide significance. The bill would also authorize an enhanced infrastructure financing district to utilize any powers under the Polanco Redevelopment Act. - Signed by Governor
AB 806 (Dodd)	Community development: economic opportunity.	This bill would recast these provisions to instead authorize a city, county, or city and county, with the approval of its legislative body by resolution after a public hearing, to acquire, sell, or lease property in furtherance of the creation of an economic opportunity, as defined. The bill would require the resolution to contain a finding that the acquisition, sale, or lease of the property will assist in the creation of economic opportunity and would require the creation of an economic opportunity to be subject to specified public notice and hearing provisions. - Signed by the Governor

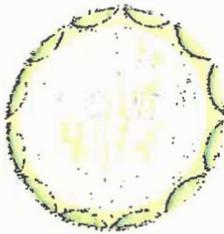
AB 1147 (Bonilla)	Massage Therapy	Would reenact, revise, and recast specified provisions relating to the California Massage Therapy Council to, among other things, establish an interim board of directors to govern the council until September 1, 2015, and provide for the appointment of a new board of directors consisting of 13 members, as specified, whose 4-year terms would begin on that date. - Signed by Governor
AB 1839 (Gotto)	Income Taxes: Qualified motion pictures	Extends the scope of the credits for a qualified motion picture to the applicable percentage of qualified expenditures up to \$100,000,000, would extend the credit to qualified expenditures for television pilot episodes, and would determine an applicable percentage of 25% or 20% for qualified expenditures. This bill would limit the aggregate amount of these new credits to be allocated in each fiscal year to up to \$330 million, and would, subject to a computation and ranking of applicants based on the jobs ratio, as defined, require the California Film Commission to allocate credit amounts subject to specified categories of qualified motion pictures. - Signed by Governor
AB 664 (Williams)	Gold Coast Transit District	Would create the Gold Coast Transit District in the County of Ventura. The bill would provide that the jurisdiction of the district would initially include the Cities of Oxnard, Ventura, Port Hueneme, and Ojai and the unincorporated areas of the County of Ventura. The bill would authorize other cities in the County of Ventura to subsequently join the district. The bill would dissolve the existing joint powers agency known as Gold Coast Transit, and would create the district, on July 1, 2014. Signed by Governor
AB 971 (Garcia)	Paratransit Providers: Criminal History	Requires the Attorney General to furnish, and would authorize a local criminal justice agency to furnish, summary criminal information to a specified social services paratransit agency with respect to its contracted providers. - Signed by Governor
AB 1074 (Atkins)	Horse Racing	This bill would, instead of separate allocations to the central and southern zones, establish a maximum of 49 racing weeks per year in the combined central and southern zones. The bill would also require the board to allocate from those weeks a minimum number of weeks to certain racetracks in the central and southern zones that were used to conduct thoroughbred race meetings prior to 2012 and would authorize the board to allocate from those weeks a maximum number of weeks to certain racetracks in the southern zone that were not used to conduct thoroughbred race meetings in the southern zone prior to 2012. - Signed by Governor
AB 1303 (Hall)	Horse Racing : Satellite Wagering	Authorizes the California Horse Racing Board, notwithstanding any other law, to allocate racing days to a fair in the northern zone to be conducted by the fair or, at the request of the fair, to authorize the board to license a racing association that was licensed by the board to conduct racing meetings in California prior to 2010 to conduct live horse racing at the fair during the dates allocated to the fair by the board. - Signed by Governor
AB 1102 (Allen)	Beach Fire Rings	Would require a city or county, including a charter city or charter county, to apply for a coastal development permit to remove or restrict the use of a beach fire ring, as defined, and would require that application to include specified information. The bill would not affect the applicability of a specified provision relating to ambient air quality standards, emission standards, or air pollution control programs or facilities established by the State Air Resources Board or an air pollution control or air quality management district. - Defeated Legislation
AB 2011 (Cooper)	Thoroughbred racing: northern, central, and southern zones: auxiliary offsite stabling, training, and vanning.	This bill would increase the amount that is required to be deducted to an amount not to exceed 2% in the northern, central, and southern zones, and would provide that this amount in the northern zone, if adjusted by the board, may be a different percentage of the handle for different associations and fairs, but only if all the associations and fairs agree to the differing percentages. Signed by the Governor
AB 1383 (Hernandez)	District-Based Elections	Proposed to permit the legislative body of a city to provide by ordinance, without submitting the ordinance to the voters of the city for approval, for the election of members of the legislative body by district if the voters of the city previously rejected such an ordinance. Defeated Legislation
AB 2715 (Hernandez)	District-Based Elections	Proposed to permit the legislative body of a city to provide by ordinance, without submitting the ordinance to the voters of the city for approval, for the election of members of the legislative body by district if the voters of the city previously rejected such an ordinance. Defeated Legislation
AB 1453 (Quirk-Silva)	Southern CA Veterans Cemetery	Requires the Department of Veterans Affairs, in voluntary cooperation with local government entities in Orange County, to design, develop, construct, and equip a state-owned and state-operated Southern California Veterans Cemetery to be located at a specified site in the City of Irvine. Subject to specified requirements described in federal law, the bill would make honorably discharged veterans, their spouses, and eligible dependent children eligible for interment in the cemetery. - Signed by Governor
AB 1513 (Fox)	Residential Property	Allows an owner of residential property in the Cities of Palmdale and Lancaster in the County of Los Angeles or the City of Ukiah in the County of Mendocino, or an agent of the property owner, to register vacant real property with the local law enforcement agency and to execute, under penalty of perjury, a Declaration of Ownership of Residential Real Property. - Signed by Governor

AB 1656 (Dickenson)	Dept. of General Services: State Buildings	Requires, by July 1, 2015, the Department of General Services to complete a long-range planning study of the state-controlled and owned office buildings in the County of Sacramento and the City of West Sacramento, including the headquarters of the State Board of Equalization (BOE), for the management of the state's space needs in the Sacramento region. The bill would require the Director of General Services to issue one or more requests for proposals for the planning, design, construction, and acquisition of facilities recommended by the Legislature based on the planning study. Signed by Governor
AB 2492 (Alejo)	Community revitalization.	This bill would authorize the calculation to be made with a combination of census tracts and census block groups. The bill would also revise the conditions to require, among other things, an annual median household income that is less than 80% of the statewide, countywide, or citywide annual median household income. The bill would also authorize an authority to carry out a community revitalization plan if the census tract or census block groups within the community revitalization and investment area are within a disadvantage community, as prescribed Signed by the Governor
SB 203 (Pavley)	Local Transportation Funds: Ventura County	This bill would repeal the provisions specifically relating to Ventura County and the expenditure of local transportation funds there. This bill would also require the Ventura County Transportation Commission to post on its Internet Web site an annual report for 5 years, beginning September 1, 2014, on transit service within the county. Signed by Governor
SB 407 (Hill)	Local Government Contracts	Includes within the definition of "local agency executive" any person who is a deputy or assistant chief executive officer, and any person whose position is held by an employment contract between that person and the local agency. - Signed by Governor
SB 498 (Lara)	Solid Waste: Biomass Conversion	The California Integrated Waste Management Act of 1989 defines "biomass conversion," to mean the controlled combustion used for the production of heat or electricity of specified materials for the purposes of the act. This bill would revise the definition of the term "biomass conversion" to mean the production of heat, fuels, or electricity by the controlled combustion of, or the use of other noncombustion thermal technologies on, those specified materials. - Signed by Governor
SB 510 (Jackson)	Land Use: Mobile Home Parks	Specifies that the results of the survey are to be considered by the local agency in making its decision to approve, conditionally approve, or disapprove the map. The bill would authorize the local agency to disapprove the map if it finds that the results of the survey have not demonstrated the support of at least a majority of the park's homeowners. - Signed by Governor
SB 684 (Hill)	Advertising Displays: Redevelopment project areas	Provides that an advertising display advertising businesses and activities within the boundary limits of, and as a part of, an individual redevelopment agency project, as the project boundaries existed on December 29, 2011, may remain and be considered an on-premises display, until January 1, 2023, if the advertising display meets specified criteria. This bill would authorize, on and after January 1, 2022, the applicable city, county, or city and county to request from the Department of Transportation an extension for good cause, as specified, beyond January 1, 2023, not to exceed the expiration of the redevelopment project area. - Signed by Governor
SB 1046 (Hill)	Driving Under the influence: ignition interlock device.	This bill would extend the pilot program in those counties until January 1, 2019. Effective January 1, 2019, and until January 1, 2026, the bill would make an individual whose license has been suspended for driving a motor vehicle when he or she has a certain blood-alcohol concentration and who is eligible for a restricted driver's license eligible for a restricted driver's license without serving any period of the suspension if the person meets all other eligibility requirements and the person installs an ignition interlock device. - Signed by the Governor
AB 2052 (Gonzalez)	Workers Compensation	Current law designates illnesses and conditions that constitute a compensable injury for various employees, such as California Highway Patrol members, firefighters, and certain peace officers. These injuries include, but are not limited to, hernia, pneumonia, heart trouble, cancer, meningitis, and exposure to a biochemical substances, when the illness or condition develops or manifests itself during a period when the officer or employee is in service of his or her employer, as specified. This bill would expand the coverage of the above provisions relating to compensable injury, to include all peace officers described under specified provisions of law. - Vetoed by Governor
AB 2145 (Bradford)	Electricity: Community Choice Aggregation	Would require solicitations of customers by a community choice aggregator contain, and communication by the community choice aggregator to the public or prospective and existing customers to be consistent with, specified information and would require that the implementation plan filed by a community choice aggregator completely describe certain matter required to be disclosed under existing law. The bill would authorize the Public Utilities Commission to require that a community choice aggregator, when registering with the commission, provide additional information to ensure compliance with basic consumer protection and other rules and other procedural matters. - Vetoed by Governor
	Workers Compensation: Disabilities	Current law requires that aggregate disability payments for a single injury occurring on or after certain dates be limited, as provided. This bill would provide that the above-specified leaves of absence without loss of salary are payable in addition to the maximum aggregate disability payments for a single injury that is applicable to all workers. The bill would make

SB 721	Horse Racing	This bill would authorize the Los Angeles County Fair, subject to approval by the board, to conduct live racing meetings at another site within or outside of the County of Los Angeles in accordance with specified provisions. - Signed by Governor
AB 1098 (Carter)	Vehicle License Fees: allocation	Reallocates vehicle license fee (VLF) revenues to recently incorporated cities and to cities that annexed inhabited territory. - Vetoes by Governor
SB 214 (Wolk)	Infrastructure financing districts: voter approval: repeal.	Eliminates the voter approval requirement for a city or county to create an infrastructure financing district (IFD) and expands the types of projects that may be financed by an IFD. - Vetoes by Governor
AB 2144 (J. Perez)	Local government: infrastructure and revitalization financing districts.	Expands the types of facilities and projects that can be financed under the infrastructure financing district (IFD) law, reduces the voter threshold for the creation of an IFD and the issuance of bonds for the IFD, authorizes an IFD to utilize the powers provided under the Polanco Redevelopment Act (Polanco Act), and renames IFD law to the Infrastructure and Revitalization Financing District (IRFD) Act. - Vetoes by Governor
AB 46 (J. Perez)	Local Governments: Cities	This bill establishes a uniform disincorporation process for any city with a population of less than 150 persons as of January 1, 2010, and allows that city's respective county board of supervisors to vote to continue the existence of that city within the county's boundaries in certain circumstances. - Defeated Legislation
AB 468 (Smyth)	Property taxes: TEA formula allocation maintenance or improvement districts: City of Simi Valley	Clarifies how property taxes will be distributed to the City of Simi Valley once the City becomes the successor agency after the dissolution of the City's maintenance district. - Signed by Governor
AB 1585 (J. Perez)	Community Development	Appropriates funds to the Infill Incentive Grant Program and to the Transit-Oriented Development Program created by Proposition 1C: Housing and Emergency Shelter Trust Fund Act of 2006. - Signed by Governor
AB 1484 (Budget)	Redevelopment	associated with the dissolution of RDAs and addresses substantive issues activities, repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of former RDA assets. In addition, the bill includes a variety of measures designed to enhance compliance related to administrative processes, affordable housing. - Signed by Governor
AB 710 (Skinner)	Local planning: infill and Transit-oriented development.	Proposed to establish parking standards for new transit-oriented development. - Defeated Legislation
AB 232 (V. Perez)	Community Development Block Program: Funds	Makes changes to eligibility criteria and the requirements developed and used by the Department of Housing and Community Development to allocate funds under the federal Community Block Grant Program to cities and counties. - Signed by the Governor
AB 904 (Skinner)	Local Government: Parking: Requirements	Prohibits a city or county from requiring a minimum number of off-street parking spaces in transit-intensive areas, according to a specified formula for residential and nonresidential areas. - Defeated Legislation
AB 2231 (Fuentes)	Sidewalks: Repairs	Provides that if a city, county, or city and county has an ordinance in place that requires the local entity to repair sidewalks, a repeal of the ordinance shall become effective only if the repealing ordinance is approved by voters on the measure in a consolidated or general election. Makes these provisions applicable to charter entities. Prohibits such local entities from imposing a fee, charge or assessment, except a voluntary contractual assessment for such repairs, unless the ordinance is repealed. - Defeated Legislation
SB 1386 (A. Lowenthal)	Municipal Water Districts: Water Storage: Groundwater	Prohibits a water district located in a county with a specified population and where at least 80% of the area of the district is included within the boundaries of a water replenishment district from having specified authority relating to the storage of groundwater. - Signed by Governor
SB 827 (Wright)	South Coast Air Quality Management District: CEQA: permits.	Authorizes the South Coast Air Quality Management District (SCAQMD), notwithstanding a superior court decision, to issue emission reduction credits to "essential public services" and exempt facilities or equipment, consistent with SCAQMD rules; adds an urgency clause; and, sunsets the bill on May 1, 2012. - Signed by Governor
SB 886 (McLeod & Lieu)	Management districts: district board	This bill adds an additional seat on the board directors of the South Coast Air Quality Management District for the City of Los Angeles, makes clarifying provisions regarding which cities are represented by which geographical city selection committee, and deletes prohibitions on a member serving more than two consecutive terms as chair on specified air quality management districts. - Signed by Governor
SB 1646 (Padilla)	Air Pollution Fee	Deletes the 2010 sunset date on the South Coast Air Quality Management District's (SCAQMD) authority to impose an additional \$1 fee on motor vehicles that are registered within its district boundaries to fund programs to reduce air pollution from motor vehicles. Increases, from 2.5% to 5%, the amount that SCAQMD may spend on its administrative costs. - Signed by Governor
SBX3 8 (Ducheny)	State and Local Government	Authorizes the continuation of the allocation of tax increment revenues to the Glendora Community Redevelopment agency from its Project Area 3. Currently, the amount of tax increment revenue is limited by a cap adopted by the agency in 1976. This measure provides for annual allocation of the greater of either \$2.6 million or the gross tax increment received in 2007-08 by the agency, commencing in 2008-09 through life of the project. - Signed by Governor

SBX2 16 (Ashburn)	Horse Racing: Licensing fees	Shifts the horse racing industry's \$40 million annual obligation to fund the network of California Fairs from license fees imposed on horse racing wagers to the General Fund. Provides various measures of economic stimulus for the horse racing industry. Signed by Governor
SB 27 (Hancock)	Local agencies: sales and use tax: reallocation.	Prohibits a local agency from entering into any form of agreement with a retailer that would involve the shifting of any amount of Bradley-Burns local tax proceeds if the agreement results in a reduction in the amount of revenue that is received by another local agency from the same retailer if it is located within that other local agency, and continues to maintain a physical presence and location there. - Signed by Governor
SB 178 (Aanestad)	State property: Department of Forestry and Fire Protection	This bill authorizes the Director of the Department of General Service to sell, lease or exchange approximately three acres of state-owned real property located at 875 Cypress Avenue, in the City of Redding, that is specifically not declared surplus to the State's needs and is currently used by the Department of Forestry and Fire Protection as its Shasta-Trinity Unit Headquarters, for the purpose of consolidating operations on or near the Redding Airport. - Signed by Governor
AB 906 (Hill & Smyth)	Conflict of interest: remote interest in a contract.	Revises the definition of "remote interest" in the existing conflict of interest statute pertaining to government officials in order to allow a government entity to enter into a contract with an investor-owned utility (IOU), if the purpose of the contract is to provide energy efficiency. - Signed by Governor
AB 155 (Mendoza)	Local Government Bankruptcy	Prohibits a local public entity, as defined, from exercising its rights under applicable federal bankruptcy law unless granted approval by the California Debt and Investment Advisory Commission (CDIAC), under CDIAC's terms and conditions. - Defeated Legislation
AB 680 (Steinberg)	Land use: sales and use tax and property tax	Sales Tax Sharing - Proposed to shift local government Bradley-Burns sales and use tax revenue from situs to population. - Defeated Legislation
AB 1221 (Steinberg)	Sales Tax Sharing	Proposed to exchanges a portion of a city's or county's locally levied sales tax revenue for an equivalent amount of property tax revenue from the state. - Defeated Legislation
SCA 4 (Torlakson)	Prop 1A - Local Government	As the chief negotiator for the Assembly Republican Caucus, Assemblymember Keene has repeatedly said "Proposition 1A would not have happened without the Gonsalves firm". Our firm is recognized as the leading contract lobbying firm responsible for brokering the compromise that ensured local governments Bradley-Burns sales tax revenue was Constitutionally protected. Proposition 1A was passed by the California Assembly by a vote of 64-13. It was approved by the California State Senate by a vote of 34-5. - Prop 1A passed with 9,411,198 (83.7%) votes in favor.
SB 709 (Lockyer)	No & Low Tax City Legislation	Guaranteed a minimum share of property taxes to 100+ Cities that did not levy a property tax rate (or levied only a very low rate) prior to Proposition 13. - Signed by Governor
AB 1197 (Brown)	No & Low Tax City Legislation	Allocated an additional 1 cent per year up to 7 cents of the Property Tax to all No & Low Tax Cities. - Signed by Governor
AB 1981 (Huff)	Surplus Property: Chino Valley Unified School District	Authorized the Chino Valley Unified School District to transfer specified surplus property previously acquired from the state, to the City of Chino Hills, in the County of San Bernardino, subject to certain conditions for development of a park. - Signed by Governor
AB 811 (Levine)	Contractual assessments: energy efficiency improvements	Authorized all cities and counties in California to designate areas which city officials and willing property owners may enter into contractual assessments to finance the installation of distributed generation renewable energy sources and energy efficiency improvements. - Signed by Governor
AB 1932 (Smyth)	Simi Valley: public cemeteries	Allows the City of Simi Valley to survey, lay out, own and operate for burial, five or more acres of public land for burial purposes. - Signed by Governor
SB 1646 (Padilla)	South Coast Air Quality Management District: air pollution fee	Deletes the 2010 sunset date on the South Coast Air Quality Management District's (SCAQMD) authority to impose an additional \$1 fee on motor vehicles that are registered within its district boundaries to fund programs to reduce air pollution from motor vehicles. Increases, from 2.5% to 5%, the amount that SCAQMD may spend on its administrative costs. - Signed by Governor
SB 1124 (Loc. Gov. Cmt)	Local Government Omnibus Act of 2008	Specifically defined Access Services (ASI), the transit agency which provides transportation for people with disabilities under the Americans with Disabilities Act (ADA) for Los Angeles County as a public agency under state law. - Signed by Governor
SB 1308 (Cox)	Disaster Assistance	Added the Angora Fire, which occurred in the Lake Tahoe Basin in June of 2007, to the list of disasters eligible for full state reimbursement of local agency costs under the California Disaster Assistance Act (CDA). - Signed by Governor
AB 1602 (Laird)	Local Government Finance	Reinstated the VLF bump for newly incorporated Cities after Proposition 1A. - Signed by Governor
AB 117 (Cohn)	Tax Equity Allocation formula: County of Santa Clara.	Repeals the 55% cap in Santa Clara County on tax equity allocation (TEA) funding for the county's four no/low-property-tax cities starting in the 2006-07 fiscal year (FY). - Signed by Governor
AB 1342 (Nonalitano)	Redevelopment Plans	Allows the Cerritos redevelopment agency to extend the time limits on their plans without making reductions of high...

SCR 96 (Karnette)	Intermodal Freight Access	This measure would request the Department of Transportation, in cooperation with the Business, Transportation and Housing Agency, the Trade and Commerce Agency, the California Transportation Commission, and other appropriate parties, to prepare a proposal for a "Global Gateways Development Program" to enhance intermodal freight access. - <i>Signed by Governor</i>
SB 602 (Wright)	Local Use Tax: Leased Vehicles	Requires that for purposes of reporting and transmitting any use tax, with respect to the lease of a motor vehicle, the place of use shall be the city and/or county in which the lessor's place of business is located if the lessor is a new motor vehicle dealer. - <i>Signed by Governor</i>
AB 609 (Margett)	Recycled Water	This bill provided recycled water producers, retail water suppliers, and entities responsible for groundwater replenishment, the ability to cooperate in joint studies to determine the feasibility of providing recycled water service and recycled water for groundwater replenishment, as specified. - <i>Signed by Governor</i>
AB 2023 (Gallegos)	Flood Control and Water Conservation Liability	This bill provided that, until January 1, 2002, neither a public agency that operates flood control and water conservation activities, nor its employees shall be liable for an injury caused by the condition or use of unlined flood control channels or adjacent groundwater recharge spreading grounds. - <i>Signed by Governor.</i>
SB 419 (Speier)	Dairy Products	This bill, until January 1, 2002, required the State Department of Food and Agriculture (CDFA), over the next two years, to conduct statewide monthly retail milk price surveys and a public information program that provides the survey's findings, and to report back to the Legislature. - <i>Signed by Governor</i>
AB 471 (Hertzberg)	Horse Racing	Establishes a racetrack backstretch employee labor relations process; requires the California Horse Racing Board (CHRB) to adopt housing standards for employee housing at racetracks; and, authorizes CHRB to permit racing associations to accept "advanced deposit wagers," as defined. - <i>Signed by Governor.</i>
SB 142 (Boatwright)	Sellers of Travel	This bill would required an educational travel organization, that arranges educational travel programs to enter into a contract with an educational institution containing a specified itemized statement of services prior to arranging an educational travel program. - <i>Signed by Governor</i>
AB 80 (Havice)	Aggregation: Magnolia Power Project	Authorized the cities participating in the Magnolia Power Project to aggregate their electricity loads and provide direct electricity access to their residents on an opt-in basis. - <i>Signed by Governor</i>



CITY OF COMMERCE

*Tina Baca Del Rio
Mayor Pro Tem*

April 14, 2016

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

Dear Anthony,

I wanted to take a moment to personally thank you, Jason and Paul for the outstanding lobbying service that *Joe A. Gonsalves & Son* provide to the City of Commerce. You have done a wonderful job representing Commerce before the California State Legislature over the years, which is attributed to the personal and professional relationship that you have established with legislators and their staff members. This unwavering reputation has been invaluable to the legislative success you've had for Commerce.

In all sincerity, I truly appreciate the personal and professional attention you and your sons provide to Commerce. My city is fortunate and privileged to have a lobbying firm that represents my community in an honest and ethical manner and is well respected in our State Capitol. Your father would be proud of the continued commitment to great customer service that you and your amazing sons provide, not only to Commerce, but to your many client cities as well.

Once again, thank you and I look forward to our continued working relationship for years to come.

Sincerely,

A handwritten signature in cursive script, reading "Tina Baca Del Rio".

Tina Baca Del Rio
Mayor Pro Tem
City of Commerce



February 1, 2016

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

Dear Jason,

As you are all too familiar, the dissolution of redevelopment hit West Covina very hard. For these past few years, we have been fortunate to have had such a great relationship with you and your family's firm.

I am convinced that if it was not for your involvement and advocacy for our community, we would not have our Finding of Completion, approval of our Long Range Property Management Plan, and a repayment schedule on the \$11.5 million settlement. It is very possible that West Covina could have been on the brink of bankruptcy, if you had not convince the Department of Finance that our new City Council and City Manager were committed to resolving the issues of the past.

As we move forward, it is rewarding to know that you will be at our side, as we seek repayment of our former Redevelopment Agency/City loans and to resolve the remaining ROPS issues that we need to complete. Once this is all done, we can finally focus on the legislative priorities of interest to West Covina.

On behalf of the City of West Covina, I wish to thank you and the Gonsalves Family for over 10 years of friendship and dedicated service to our community. I look forward to many more!

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Freeland'.

Chris Freeland
City Manager



City Manager
311 Vernon Street
Roseville, California 95678

September 27, 2016

Jason Gonsalves
Joe A. Gonsalves and Son
925 L St #250
Sacramento, CA 95814

Dear Jason,

I wanted to thank you for your excellent work concerning Roseville's meetings with the California Department of Finance (DOF) to discuss the City's 2016-17 Recognized Obligation Payment Schedule (ROPS) Determination. Because of your outstanding relationship with the DOF we had the opportunity to meet with the department on several occasions regarding their determination of our ROPS. Your guidance, insights and refined understanding of the most recent redevelopment dissolution "clean-up" legislation were critical to the positive outcome of the meetings, which resulted in the DOF approving the repayment of more than \$7 million of redevelopment loans to the City, which they initially had disapproved.

As the City was developing its response to the DOF's initial determination, some individuals were recommending the City should bring a lawsuit against the DOF instead of attempting to resolve the concerns through the "Meet and Confer" process. However, staff chose to follow your recommendation to work with DOF and attempt to resolve the issue in a non-litigious manner. Our staff was confident in your recommendation because of the outstanding relationship staff has with you and the entire Gonsalves & Son organization. We knew we could rely on the strong interactions you have with DOF and your tremendous understanding of the dissolution law to anticipate a successful outcome. I am very pleased that we once again followed your valuable advice, which resulted in such a noteworthy outcome for our City.

I realize the entire Redevelopment Dissolution process has been wrought with many difficulties over the years. However, we have found the process to be less problematic than many other municipalities, in part, due to your recommendations and help with understanding the implications and outcomes of legislation and assistance with DOF. We appreciate the outstanding work you continue to provide to Roseville in understanding and effectively working with the legislature, state departments, agencies and state wide organizations.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Jensen".

Rob Jensen
City Manager

Joe A. Gonsalves & Son

From: Daniels, Linda <Linda.Daniels@cityofrc.us>
Sent: Wednesday, September 17, 2014 6:07 PM
To: Joe A. Gonsalves & Son
Subject: Rancho Cucamonga land sale

Jason – I wanted to let you know how much I appreciated your advice on the land transactions we were doing in Rancho Cucamonga. We just received the second approval on a land transaction from DOF. Two down and one more to go. Thanks for listening to our issues and sharing your insights – we went for it and it was accepted. My heart is still beating fast I am so happy.

Hope you are doing well.

Linda Daniels

Jason Gonsalves

From: Charlie Honeycutt <CHoneycutt@cityofsignalhill.org>
Sent: Wednesday, August 14, 2019 6:16 PM
To: Jason Gonsalves
Subject: Retirement

Hi Jason,

After a fulfilling 32-year career at Signal Hill, the time has come for me to retire. My last day will be Friday, November 1. I wanted to personally thank you for all you've done to help me and the City of Signal Hill. You've been a tremendous advocate for Signal Hill and your efforts to save the Library will benefit this community for decades. I wish you could have seen the joy on the faces of community members as they entered the Library for the first time at last Saturday's grand opening. You would have felt how important the Library is to the community. Please extend my gratitude to your dad and Paul. You guys are the best!

*Charlie Honeycutt
City Manager
City of Signal Hill
(562) 989-7302*

Jason Gonsalves

From: allen parker <allenjparker@yahoo.com>
Sent: Wednesday, December 31, 2014 10:02 AM
To: Jason Gonsalves
Subject: Re: Assm. Brown follow-up

Jason: Thanks for all your assistance this past year - you are the best lobbyist I've worked with over the years - and I look forward to our continued relationship in 2015.

Michael McKinney, the Mayor's former Chief of Staff - his last day was yesterday - was working with Brown's office; and the Mayor has not selected a replacement. So please advise Larry if he has any questions regarding this matter to feel free to contact me. Also, I'd appreciate if you'd forward him my email to you.

Again, thanks for all your assistance; and have fun tonight. Allen

On Wed, 12/31/14, Jason Gonsalves <Jason@gonsalvi.com> wrote:

Subject: Assm. Brown follow-up
To: allenjparker@yahoo.com
Date: Wednesday, December 31, 2014, 8:29 AM

Allen,

Thank you for your responses to the email I forwarded you from Assm. Brown's office.

As we discussed last week, my understanding is the Mayor and/or his office Assm. Brown requesting her assistance with Secretary Laird and CalFire.

That said, I share your belief that politics could impede solutions and based upon the responses the Assm. Received from CalFire they do not seem interested in being part of a solution.

Assuming you are in agreement? I will thank the Assm. for her support and let her know there is nothing more we need at this time as the City will continue working with the local stakeholders and the Court.

In addition, please know Supervisors Hagman, Gonzalez and Rutherford are all former clients and personal friends. In addition, Supervisor Rutherford's new COS, Andy Takata is a former CM, client and friend. If and when you feel we can assist you with the County please do not hesitate to contact me.

Happy New Year and here's to a successful and less stressful 2015!

Sincerely,

Jason

Should you need to reach me you can do so at your convenience on my cell phone at: (916)402-9505...