

AGREEMENT

BETWEEN JOE A. GONSALVES & SON AND THE CITY OF INDIAN WELLS

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

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

The terms and conditions are limited to the following:

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

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2. CITY's Duties and Responsibilities:
 - a. CITY shall analyze and review all legislative bills submitted to it by ADVOCATE and inform ADVOCATE, in writing, of its position on any and all such bills CITY wishes ADVOCATE to pursue.
 - b. CITY shall, on a timely and continuing basis, apprise ADVOCATE of the specific issues and bills it wishes to have analyzed or pursued by ADVOCATE under this Agreement.
 - c. CITY shall, on a timely basis, pay all bills and invoices submitted to it by ADVOCATE.
3. Effective Date and Term. This agreement shall become effective on the 1st day of July 2010, and shall continue in full force and effect unless and until terminated by CITY and/or by ADVOCATE.
4. Compensation. CITY shall pay to ADVOCATE the monthly sum of \$3,000 (Three dollars and no cents) payable in advance on the first day of each month.
5. Costs and Expenses. CITY shall reimburse ADVOCATE for any travel and/or other expenses pre approved in writing by CITY and directly related to any request by CITY for ADVOCATE to participate in any meetings or activities outside of Sacramento.
6. Attorneys Fees and Costs. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
7. Indemnification. ADVOCATE agrees to indemnify and hold harmless CITY, its officials, officers, agents and employees from any and all claims and losses accruing or resulting in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by ADVOCATE's performance of this Agreement to the extent resulting from the negligence or willful misconduct of ADVOCATE.
8. Governing Law. This Agreement shall be governed by the laws of the State of California.
9. Entire Agreement/Severability. This Agreement has 3 (THREE) pages. It constitutes the entire Agreement between the parties regarding its subject matter. If any provision of this Agreement is held by any court

to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

10. Notice of Termination.

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

City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210
E-mail: gjohnson@indianwell.com
Facsimile: (760) 346-0407

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

Joe A. Gonsalves & Son
925 L Street, Suite 250
Sacramento, CA 95814.
E-Mail: gonsalves@gonsalvi.com
Facsimile: 916 441-5061

11. Notices: Notices hereunder shall be deemed to be given on the earliest of the following: The date they are sent by e-mail or facsimile, wherever procedure is used, or two (2) days after placement in the US mail, first class mail, postage prepaid, if this is the sole procedure used.

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

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

JOE A. GONSALVES & SON

DATED: 8/4/10

BY 

THE CITY OF INDIAN WELLS

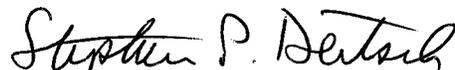
DATED: 7/16/10

BY 

ATTEST:


Chief Deputy City Clerk

APPROVED AS TO FORM


City Attorney