



AGENDA REPORT

Meeting Date: September 20, 2012

Item Number: F-8

To: Honorable Mayor & City Council

From: Cheryl Friedling, Deputy City Manager

Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DAVID TURCH AND ASSOCIATES, FOR FEDERAL REGULATORY REPRESENTATION AND LEGISLATIVE SERVICES; AND
AUTHORIZATION OF A PURCHASE ORDER IN THE AMOUNT OF \$55,000 TO DAVID TURCH AND ASSOCIATES FOR THESE SERVICES

Attachments:

1. Proposal
2. Agreement

RECOMMENDATION

Staff recommends that the City Council approve an agreement between the City of Beverly Hills and David Turch and Associates for federal legislative advocacy services in Washington, D.C., and issue a purchase order for fiscal year 2012-2013 in the amount of \$55,000 for these services.

INTRODUCTION

A selection panel composed of City staff and Councilmembers interviewed finalist firms that submitted qualifications in response to the City's RFP. David Turch and Associates was selected as the most highly-qualified firm as a result of that process.

David Turch and Associates is an experienced bipartisan federal government relations firm providing comprehensive strategic planning, legislative goal setting, intergovernmental liaison and political analysis since 1987. The firm specializes

in securing federal appropriations, policy and regulatory changes for local government clients.

DISCUSSION

Ongoing representation of the City's interests in Washington, D.C. will provide the City with representation before the federal government, the U.S. Congress, regulatory agencies and national associations.

FISCAL IMPACT

The contract amount for this Fiscal Year has been included in the annual budget approved for Fiscal Year 2012-13.



Scott G. Miller
Finance Approval

Cheryl Friedling
Approved By 

Council will be advised if agreement is not signed by Thursday.

Attachment 1

A PROPOSAL TO PROVIDE
LEGISLATIVE ADVOCACY SERVICES

FOR
CITY OF BEVERLY HILLS
CALIFORNIA

SUBMITTED BY:

David Jurch and Associates

MAY 3, 2012

David Turch and Associates

May 3, 2012

Ms. Cheryl Friedling, Deputy City Manager
City Manager's Office
City of Beverly Hills
City Hall, 4th Floor
455 N. Rexford Drive
Beverly Hills, California 90210

Dear Ms. Friedling:

Thank you for the opportunity to submit this offer. David Turch and Associates proposes to be the federal advocate for the City of Beverly Hills. We want to represent you and promote your interests in our nation's capital.

David Turch and Associates provides a strong voice for the many communities and businesses in California and elsewhere who are our clients. We know the issues that concern you. Our success is based on hard work and experience. We understand the institutions, the people and the processes of our federal system. Members of our firm have a thorough knowledge of the federal government, arising from their previous service in the Senate and House of Representatives. We have close working relationships with many Members of Congress on both sides of the aisle.

David Turch and Associates, a sole proprietorship, is located at 517 Second Street, Northeast, Washington, D.C. 20002. For questions regarding this proposal, please contact Jamie Jones, senior associate, by telephone at 202-543-3744, by facsimile at 202-543-3509 or by email at jamie.jones@davidturch.com.

David Turch and Associates is an experienced federal government relations firm ready to meet your needs. We will provide you with the excellent representation in Washington that you deserve.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'David N. M. Turch', is written over the word 'Sincerely,'.

David N. M. Turch

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SECTION 3 INTRODUCTION

David Turch and Associates is an experienced federal government relations firm providing comprehensive strategic planning, legislative goal setting, intergovernmental liaison and political analysis to our clients since 1987.

We maintain close relationships with those we represent. Every member of the governing boards of our clients knows us personally. We make frequent visits to your area. We listen. We work hard to understand your needs and plans for the future. We appreciate the role everyone plays in this team effort. Working closely with you and the decision-makers in Washington, D.C. brings success.

A Record of Success

David Turch and Associates has successfully represented our clients' needs covering a whole gamut of issues ranging from transportation/infrastructure to water/flood control to law enforcement/homeland security. We advance our clients' interests through our contacts with Members of Congress, congressional committees and federal agencies. Some examples of our success include the following:

We have worked with the City of Monrovia on its development plans along the Gold Line extension through the City. Monrovia's Station Square Transit Village development is the most ambitious project in Monrovia in decades and, when completed, will ultimately cover 80 acres - including a park-and-ride transit center, more than 1,000 new residential units, neighborhood retail establishments, offices and public spaces. Over the last six years, we helped secure over \$4.5 million for the project.

On water related issues, for instance, we have worked with a number of clients including the cities of Rialto and Colton in the Inland Empire. In this capacity, we have worked with Senators Barbara Boxer and Dianne Feinstein and Representatives Joe Baca, Jerry Lewis, Grace Napolitano and Gary Miller to secure both federal funding and legislative solutions to the issue of perchlorate groundwater contamination in the Rialto-Colton Basin. We worked with Congressman Baca in establishing the California Reclamation Groundwater Remediation Initiative in the National Heritage Areas Act of 2005 (P.L. 109-338, Title VIII). The program authorizes \$10 million for the purposes of groundwater remediation under the auspices of the Bureau of Reclamation. Funding will directly assist Rialto and Colton deal more effectively with their groundwater perchlorate contamination. We also have worked with the U.S. Environmental Protection Agency and relevant congressional committees, in particular Boxer's Environment and Public Works Committee, in advancing the City of Rialto's objective by securing a National Priorities Listing (NPL) of the 160-acres B.F. Goodrich area as a superfund site. In addition, we helped secure over \$23 million in perchlorate remediation from the Department of Defense and EPA

We have secured tens of millions of dollars for our clients' interchanges. For example, the City of Rancho Cucamonga secured over \$7 million in congressional earmarks to build the I-15 Base Line Road Interchange. We worked closely with Representative David Dreier on the project and coordinated our efforts with the San Bernardino Associated Governments (SANBAG), Caltrans, the Federal Highway Administration and the House Committee on Transportation and Infrastructure and the Senate Committee on Environment and Public Works.

SECTION 4

SAMPLE REPORTS RE: STATUS OF LEGISLATION

As a client, we will provide you with regular reports that reflect your identified legislative/regulatory interests. You will receive a monthly update reflecting our activity on your behalf. We will share with you relevant federal grant notices as they become available. We also provide a monthly newsletter highlighting major legislative initiatives that are of interest to municipalities. Our reports will reflect your general areas of legislative interest.

SAMPLE 1

TO: City of

FROM: Jamie Jones
202-543-3744
Jamie.jones@davidturch.com

DATE: February 14, 2012

RE: House and Senate Transportation Bills

The House and Senate are both moving their respective transportation authorization bills in an effort to avoid another short-term extension before the current transportation authorization bill expires on March 31, 2012. Both bills have issues of concern to cities.

House Transportation Bill (H.R. 7)

In the past two weeks, the House Transportation and Infrastructure Committee marked up H.R. 7, approving the bill on a straight party line vote. Also, the House Ways and Means Committee, having jurisdiction over the financing components of the bill, voted to end a dedicated stream of funding for transit programs, instead opting for a one-time transfer of \$40 billion in general funds to pay for both transit and the local Congestion Management and Air Quality (CMAQ) programs. Under the House bill, these programs would be funded through expanded lease agreements on oil/gas offshore drilling, a plan opposed by most congressional Democrats and the White House.

This departure from using federal gas tax revenues to partially fund transit was opposed by more than 600 groups, including National League of Cities, and eliminates a 30-year precedent in funding transit programs through a portion of the 18.4 cent per gallon federal fuel tax. Transit programs would now be forced to compete with funding for local programs, military, foreign aid and defense spending for annual appropriations.

The Congressional Budget Office estimates that the surface transportation bill that House Republican leaders hope to bring to the floor this week will leave a \$500 million hole in the highway funding account by the end of 2016.

Senate Transportation Bill

Unlike the House, the Senate is moving a bipartisan transportation bill. Chairman Barbara Boxer and Ranking Member James Inhofe of the Environment and Public Works Committee are moving a two-year, \$109 billion bill, known as MAP-21. MAP-21 would continue to fund

transit programs via the existing Highway Trust Fund at current levels plus inflation. Three of the four Senate committees with jurisdiction have already acted on their portions of the bill; the Senate Finance Committee is responsible for finding \$12 billion in additional revenues for each of the two years of the bill.

The House of Representatives is expected to consider H.R. 7 during the week of February 13th. The Senate plans on moving MAP 21 this week as well, if it can overcome a filibuster by Senator Rand Paul over aid to Egypt. The National League of Cities, along with other like minded partners, support and oppose various sections of each respective House and Senate transportation bill. Neither bill contains earmarks.

Below is the NLC's highlights of each bill:

AMERICAN ENERGY & JOBS INFRASTRUCTURE ACT (H.R. 7)

- 5 years, \$52 billion per year to fund federal highway, transit, bridge and safety programs at current spending levels.
- Transfers federal support for transit to an Alternative Transportation Account that also would fund research, CMAQ and ferry boats.
- Funded through regular appropriations—a one-time \$40 billion general revenue transfer—rather than a dedicated funding source from the federal fuel tax. to be funded through and by expanded energy programs in the future. **NLC strongly opposes.**
- Grandfathers in existing Metropolitan Planning Organizations (MPO), but new MPOs would have to reach a population of 100,000. **NLC supports maintaining current threshold of 50,000 in population.**
- Governors may override MPO decisions on National Highway System projects in the event of a dispute. **NLC opposes.**
- Bill does not include specific funding for off-system bridges. **NLC supports dedicated funding or a set-aside to ensure that local bridges receive minimum funding.**
- Includes rural planning provisions. **NLC supports.**
- Expands the federal credit program known as TIFIA to \$1 billion per year, provides incentives for states to establish state infrastructure banks, expands tolling authority, and encourages private sector participation.
- Contains no earmarks.
- Consolidates or eliminates nearly 70 federal programs, gives authority to states to make spending decisions. **NLC concerned over local input, particularly in light of proposed MPO changes.**
- Expedites project approvals by delegating authority to states, requiring federal agencies to review projects concurrently, and shortening current review deadlines.
- Eliminates enhancement programs as mandatory set-asides and restricts certain activities.
- Eliminates the Safe-Routes-to-Schools program.
- Expands use of Intelligent Transportation Systems (ITS).
- Establishes performance measures and targets, but leaves specifics to U.S. Department of Transportation (DOT), states and MPOs.

MOVING AHEAD FOR PROGRESS IN THE 21st CENTURY ACT (MAP-21, S. 1813)

- 2 years, \$55 billion per year to fund federal highway, transit, bridge and safety programs at current spending levels plus inflation.
- Does not include specific funding for off-system bridges. *NLC supports dedicated funding or a set-aside to ensure that local bridges receive minimum funding.*
- Changes threshold for remaining a Metropolitan Planning Organization to 200,000. Current MPOs between 50,000 and 200,000 would have to meet criteria established by DOT and have support of a governor to regain status. *NLC supports maintainining current threshold of 50,000 in population.*
- Expands federal credit program known as TIFIA to \$1 billion per year, provides incentives for states to establish state infrastructure banks, expands tolling authority, and encourages private sector participation.
- Contains no earmarks.
- Consolidates or eliminates nearly 70 federal programs. *NLC concerned over local input, particularly in light of proposed MPO changes.*
- Eliminates enhancement programs as mandatory set-asides.
- Expands use of Intelligent Transportation Systems (ITS).
- Establishes performance measures and targets, but leaves specifics to DOT, states and MPOs.
- Removes the state volume cap on private activity bonds for water and wastewater projects. *NLC supports.*

SAMPLE 2

TO: City Council

FROM: Jamie Jones
Jamie.jones@davidturch.com
202-543-3744

DATE: January 18, 2012

RE: Question Regarding Federal Deadlines to Replace Traffic Signs

This memo is in response to the question you raised at last night's Council meeting regarding the status of federal deadlines to replace traffic signs.

Last August (2011), Transportation Secretary Ray LaHood announced that his department was eliminating dozens of burdensome regulations on traffic sign replacements, including the regulatory mandates forcing counties and local governments to replace signs like "Stop" and "Yield" by 2015 and street name signs and overhead guide signs by 2018. This decision effectively overturns the compliance dates established by the Federal Highway Administration's (FHWA) 2008 revised Manual on Uniform Traffic Control Devices.

Therefore, instead of having to meet artificial timelines imposed by the federal government, state transportation departments, counties and municipalities will be able to replace signs as the signs wear out.

The Transportation Department, however, did retain twelve deadlines for sign upgrades that are considered critical to public safety. These safety sign upgrades include installing "One Way" signs at intersections with divided highways or one-way streets and requiring "Stop" or "Yield" signs to be added at all railroad crossings that don't have train-activated automatic gates or flashing lights.

Last June, two months before Secretary LaHood's announcement, Representative Chuck Fleischmann (R-TN) introduced H.R. 2257 and Senator Bob Corker (R-TN) and Lamar Alexander (R-TN) introduced S.1216, identical legislation that would waive the requirement that communities across America install more reflective road signs by FHWA's 2018 mandate. Both bills have essentially been preempted by the Administration's repeal of these deadlines. However, according to Congressman Fleischmann's office, House Transportation and Infrastructure Committee Chairman John Mica has agreed to carry Fleischmann's legislative language in his surface transportation reauthorization bill which may be considered later this year.

Please let me know if this does not address your question or if you have additional questions regarding this issue.

SECTION 5 PROJECT MANAGEMENT

Mr. Jamie Jones will be the designated project manager. Jamie has extensive experience working with California cities. Kevin Bosch, our research analyst, will assist in providing the City with federal grant announcements and legislative/regulatory updates. David Turch, along with Jamie Jones, will work with the City in developing a federal strategic plan that meets the City's priorities.

Members of the firm will travel to Beverly Hills upon award of the contract. We plan to spend time with the City Council and staff as well as anyone else you designate as decision-makers. We will gather and exchange information to develop a better understanding of the City's needs, interests and desires. Together we will develop a project list that will help guide our search for appropriate federal funds.

Following this visit, we will begin working with you to prepare the materials necessary to promote your legislative agenda. We will help you draft testimony for use before congressional committees and prepare handouts for Congress. We will be systematic and tireless in our search through the executive branch for programs and grants that meet the requirements of your project list.

FEDERAL ADVOCACY IN THE WAKE OF EARMARK MORATORIUM

In January 2011, the newly constituted Republican controlled House of Representatives adopted a rule prohibiting earmarks for the 112th Congress (2011 and 2012), effectively banning congressional funded project requests for cities, counties, non-profits and for profit entities. In the Democratic controlled Senate, an earmark moratorium was not formally adopted but nevertheless imposed on the chamber by Chairman Daniel Inouye (D-HI) of the Senate Committee on Appropriations. Chairman Inouye reluctantly conceded that it would be

untenable for the Senate to proceed with congressional designated funding while the House prohibits such activity.

The federal budget is being cut, affecting virtually every department and program, making federal money more competitive to obtain. However, even in this environment of austerity, the federal government continues to make available comparatively vast sums of money. We will coordinate with the City in identifying funding sources administered by the executive branch. We regularly notify the City of funding opportunities, including competitive grants and, when appropriate, leverage the support of your congressional delegation in support of the City's application(s). We also will work directly with agency officials responsible for managing the programs and grants of interest to the City.

For instance, we have held numerous meetings with officials from the Justice Department's Office of Community Oriented Policing Services (COPS Office) regarding their programmatic activities and funding opportunities. Through our regular contacts with the COPS Office, we were able to determine how certain program requirements were going to change, allowing our clients to be better prepared to move forward with their funding requests. Another area of interest is accessing predisaster mitigation funds managed by the Federal Emergency Management Agency (FEMA). Throughout the year, we hold numerous meetings with FEMA to better understand their programs and funding opportunities for projects that cover everything from seismic retrofits to emergency operation centers.

Our executive branch contacts extend beyond the Department of Justice and FEMA, covering virtually every agency of the federal government including the Department of Transportation (Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and the Federal Aviation Administration), Department of Homeland Security (interoperable communications and emergency/disaster preparedness), the Federal Communications Commission (spectrum auctions), the Environmental Protection Agency (regulatory and water issues), the Bureau of Reclamation (recycled/reclaimed water), the Department of Energy (green technology), Department of Labor (vocational training/workforce investment issues), Institute of Museum and Library Services (library and museum funding) just to list a few.

Part of our strategy to overcome the earmark moratorium is to be aggressive in pursuing federal funding opportunities and regulatory/programmatic issues of concern. We want to match the City's priorities with current federal funding opportunities. We want to expose the City to direct contact with federal agencies both in Washington, DC and with their field offices in California. We will also work with your congressional delegation to leverage their support for your federal funding requests as well as advise them of your legislative/regulatory interests and concerns.

COUNCIL FEDERAL WORKSHOP

As part of our effort to strengthen the City's federal agenda, we recommend holding a federal workshop for the Council at a time of your convenience. We have found that these workshops act as a constructive way to get Council input and direction on the City's federal priorities and interests. We will provide an overview of the federal budget process, explore different City priorities and federal funding opportunities and begin to fine tune the City's federal agenda for the upcoming year.

CONGRESSIONAL TIMELINE

One of the most effective ways to promote the City's priorities is by leveraging Beverly Hills' elected officials in Washington, DC. We encourage the City to consider sending a small group of officials to meet with congressional representatives and relevant House/Senate committees and federal agencies in the winter or spring of 2012. If Council members are unable to come to Washington, DC as part of a City delegation, we would like to piggy back on any non-City related trips Council members may take to our nation's capital.

January through mid-March is the time when City officials across the country frequently come to Washington for the annual meetings of the U.S. Conference of Mayors, the National League of Cities, the American Public Transit Association and other organizations that deal with public sector issues. If Beverly Hills officials are in town for these activities, we will encourage you to also participate in Capitol Hill and agency meetings specific to your interests. We will organize these meetings around your planned itinerary. This will give us the opportunity to further promote the City's federal agenda.

During February, March and April, appropriations committees hold their most important hearings on the President's budget proposal. These hearings offer an excellent opportunity to deliver your message. If the City has a strong vested interest in a particular budget item/issue, we can arrange for you to testify at a hearing as well as help to draft your statement. From about April through September, we regularly meet with Members, senior committee professional staff and executive branch officials to monitor the progress of funding priorities, regulatory reform or other City interests.

Appropriations bills are traditionally produced between June and September. These bills are frequently passed on very short notice. An entire year's hard work can be lost overnight. Additional visits, phone calls and letters to congressional offices may be required to ensure the City's interests are protected. The identities and agendas of the decision-makers may not be apparent to outsiders. We know how to close the deal.

HOW WE SERVE AS YOUR CONGRESSIONAL/FEDERAL LIAISON

One important part of congressional liaison work is simply to be there. We are. We walk the halls on a daily basis, talk with Members and their staffs and understand the latest developments. David Turch and Associates' physical location in a historic district adjacent to the Senate on Capitol Hill helps.

Promoting your program and interests to the Congress and federal agencies is best done by keeping it simple. We help develop material and messages that can be encapsulated in one page – or less. The detail, when required, will be attached but the message or request needs to be clear and concise. The follow up is crucial. Reminders are constantly made with key congressional offices. We keep you informed of progress and problems.

Besides monitoring federal budgetary issues for Beverly Hills, we will also track legislative bills that may have a positive or negative affect on the City. When appropriate, we will work in sync with national organizations like the US Conference of Mayors and the National League of Cities.

DEMONSTRATED BIPARTISAN SUPPORT

David Turch and Associates has a working relationship with many Members from both political parties in the House and the Senate. We work closely with the senior decision-makers on Capitol Hill to advance your position.

Congressional staff is also important. They provide expert advice and counsel as well as carry out to conclusion decisions made by Members. We pay careful attention to our continuing relationship with staff members. We also work with many of the committees and subcommittees that handle issues important to you.

We are well grounded in the *process* of our government, not just in the *people* elected to govern. Our staff understands how, when and where the laws are written. Consequently, our work is relatively unaffected by changes in congressional leadership. We are well known by the chairmen of the committees and the ranking minority members. We are respected for our integrity and honesty in representing our clients.

REPORTING

We place great emphasis on communication. This is done through personal updates and frequent visits to the City. We will communicate with the City extensively and regularly expect to hear from you. This gives you immediate information and provides you with the ability to ask detailed questions and provide specific direction. Such personal service fosters improved relations and provides a forum for more detailed examination of your federal issues.

This clear understanding of the City's direction is most useful during the legislative session when we arrange meetings and the opportunity for you to testify before the federal government. Your issues are important -- they deserve proper acknowledgment and action.

Issues can develop quickly. We have the ability to adapt to changing demands. We understand your agenda and can better track issues not specifically listed but of interest to you.

POLITICAL ASSOCIATIONS AND COALITION BUILDING

We are involved with a number of professional associations. We attend regular meetings and remain up-to-date on current projects and policy issues. These associations are:

Women's Transportation Seminar

U.S. Conference of Mayors

California State Association of Counties

National Association of Counties

American Public Transit Association

California League of Cities

League of Minnesota Cities

Sister Cities International

Washington Area Transit Industry Representatives

Goods Movement Caucus

These relationships allow us to understand potential problems involving local government issues. Such ties enable us to quickly form the alliances necessary to enhance our clients' positions on Capitol Hill and with federal agencies.

CLIENT LIST

David Turch and Associates currently works with:

Interagency Communications Interoperability System Joint Powers Authority (ICIS) – Member cities: Beverly Hills, Burbank, Culver City, Glendale, Montebello, Pasadena and Pomona

Saint Cloud Area Planning Organization (APO)	Torrance, California
Stearns County, Minnesota	Burbank, California
Riverside Transit Agency, California	Monrovia, California
Palmdale, California	Redondo Beach, California
Covina, California	Ontario, California
Rancho Cucamonga, California	Placerville, California
Lawndale, California	Rialto, California
Montclair, California	Temecula, California
Beaumont, California	Imperial, California
Saint Cloud, Minnesota	Chino, California
Bemidji Regional Airport	SBIAA, California
Colton, California	Willmar Municipal Utilities
RFD Beaufort, Ohio	Ion Corporation
St. John's University, Minnesota	Calimesa, California

David Turch and Associates has provided advocacy services for four of the five transportation commissions in the Los Angeles basin including: San Bernardino Associated Governments (SANBAG), Riverside County Transportation Commission (RCTC), Los Angeles County Metropolitan Transportation Authority (MTA) and the Ventura County Transportation Commission (VCTC). We also have worked with the El Dorado County Transportation Commission

SECTION 6

STAFF

David Turch and Associates has the experience, manpower and ability to provide all of the services anticipated by the City of Beverly Hills. While Jamie Jones will be your project manager, our whole advocacy team will work to promote and advance your federal agenda.

David Turch

David Turch served more than fifteen years as a legislative aide with Members of both the U.S. House and Senate and both major political parties. A former Division Director for two of the nation's largest independent public relations firms, David achieved substantial expertise in the development of successful government marketing strategies. In August of 1987 he founded David Turch and Associates at its present location on Capitol Hill. David was graduated from Saint John's University with majors in economics and business administration.

Jamie Jones

Jamie Jones worked for twelve years in the U.S. House of Representatives. As a senior level staffer for a member from Southern California, Jamie managed the legislative operations of the office and worked closely with both the Republican and Democratic leaderships of the House. Jamie worked as a consultant/advance representative on a congressional campaign in New York. He was also a senior associate for a New York-based financial institution. Jamie holds an advanced degree in International Affairs from The American University.

Marilyn Campbell

Marilyn Campbell is our chief operating officer. A native Washingtonian, Marilyn brings extensive management and political experience including staff service on the House Rules Committee, the most powerful committee in Congress. Ms. Campbell also served as a staff member to the Senate Committee on Energy and Natural Resources and the Senate Committee on the Judiciary. Subsequently, Marilyn managed some of Washington's top law firms and the Washington office of Ferranti International of the United Kingdom, one of the world's leading defense contractors.

Kevin Bosch

Kevin Bosch is the director of legislative research; he monitors the activities of Congressional committees and agencies of the Executive Branch. Mr. Bosch provides the firm with a solid business perspective from his work as manager of Georgetown Pipe and Tobacco, an internationally renowned firm. Mr. Bosch holds an advanced degree in Comparative Politics from The American University.

Kodiak Hill-Davis

Kodiak Hill-Davis served on the staff of Representative Nancy Johnson (R-CT), Chairwoman of the Ways and Means Health Subcommittee. Prior to joining the staff of Representative Johnson, Ms. Hill-Davis worked on behalf of the National Organization of Ordnance and Explosive Waste Contractors and their lobbying effort. Kodiak received dual degrees in political science and history from Smith College.

SECTION 7

QUALIFICATIONS AND REFERENCES

As discussed in Section 3, we work tirelessly in representing our clients' interests. We not only focus on securing congressional support for our clients' priorities but we also work congressional committees and federal agencies, including the White House Office of Intergovernmental Affairs and the Office of Management and Budget, on their behalf. In the wake of the congressional earmark moratorium, it is more important than ever to work every angle of an issue or project. We do that and more for our clients.

For example, since 2003 David Turch and Associates has provided federal advocacy services for the Interagency Communications Interoperability System (ICIS) Joint Powers Authority (JPA), a seven-city member agency including Beverly Hills, Burbank, Culver City, Glendale, Montebello, Pasadena and Pomona. ICIS network subscribers also include the Bob Hope Airport Authority, the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) and the Verdugo Fire Communications Center, serving the cities of Burbank, Glendale, Pasadena, Arcadia, Monrovia, South Pasadena, San Marino, San Gabriel, Sierra Madre, Monterey Park and Alhambra.

David Turch and Associates has been actively promoting ICIS's federal agenda with key Members of the House and Senate as well as relevant congressional committees and the executive branch. We have worked with ICIS Board members and staff in crafting a federal strategy that advances ICIS's interests by: educating federal representatives about the critical nature of the organization's work; pursuing appropriations and programmatic funding; and leveraging congressional support on behalf of ICIS, which has secured nearly \$2 million in federal funds for the build out of the system.

On policy and regulatory fronts, we have promoted ICIS's interests before federal agencies including the Department of Justice's Office of Community Oriented Policing Services regarding COPS Technology funding, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding their grants programs and "Best Practices" site, and Homeland Security's Science and Technology Directorate Command, Control and Interoperability Division regarding the establishment of national standards for interoperable communications. ICIS members worked with the Department of Commerce's National Telecommunications and Information Administration (NTIA) to discuss the agency's implementation and administration of the \$1 billion Public Safety Interoperable Communications Grant Program (PSIC) as well as the Broadband Technology Opportunities Program (BTOP).

More recently, ICIS officials have met with NTIA to discuss the agency's plans on establishing and implementing FirstNet, the governance board in charge of managing the development of a nationwide broadband network for public safety. Earlier this year, ICIS also met with Federal Communications Commission (FCC) officials from the Public Safety and Homeland Security Bureau to discuss a legislative rider in H.R. 3630 (P.L. 112-96), legislation extending middle class tax breaks and unemployment benefits, that mandates a "give back" of frequencies in the UHF T-Band portion of spectrum (470-512 MHz), which is used to support narrowband voice systems in a dozen of the largest metropolitan areas in the country, including in LA County. ICIS operates with the T-Band range of frequencies.

As it stands today, the T-Band give back will essentially shut down the ICIS network when it takes effect in 11 years. The federal government's position is that the proposed broadband network will provide the service that ICIS currently gets out of the existing network, but in discussions with industry representatives, there are serious concerns regarding the timing of a broadband roll out and the development of the mission critical applications that would be required for these networks to adequately support the needs of ICIS users. ICIS is working with the FCC, the LA congressional delegation and relevant House and Senate committees, including the Energy and Commerce Committee and the Homeland Security Committee, to address the issue.

Another example of our work is with the Cities of Imperial, El Centro and Imperial County regarding the Navy's upcoming decision on where to homebase the F-35C Joint Strike Fighter on the West Coast. The Navy has narrowed its search to two facilities in California: NAF El Centro and NAS Lemoore. The Navy plans to replace 109 aging FA-18C Hornet aircraft from the Pacific Fleet with 100 F-35C aircraft beginning in 2015. Since last fall, we have been working, through the City of Imperial, on promoting the region's interest in securing the F-35C aircraft in NAF El Centro. We have had targeted meetings with key Members of Congress, including Jerry Lewis and Ken Calvert (Defense Appropriations Subcommittee members), Chairman Buck McKeon of the Armed Services Committee (HASC) and Representative Susan Davis (HASC member). We also have met with other Southern California Members in an effort to secure their support for the Imperial position. We have met with the Readiness Armed Services Subcommittee professional staff and the Deputy Assistant Secretary of the Navy to present our case and help determine how best to strengthen our case. While this is not a funding issue per se, it is nevertheless a critical issue for the region that highlights how we aggressively tackle a client issue.

REFERENCES

Mayor Mary Ann Lutz
City of Monrovia
415 S. Ivy Avenue
Monrovia, California 91016
626-303-1113 Office
626-695-6222 Mobile
MaryAnn@Lutz-Co.com
MLutz@ci.monrovia.ca.us

We helped secure over \$4.5 million for the Station Square Transit Village project, a mixed-use development around Monrovia's historic depot on the Gold Line Extension. The project is underway. More recently, we have worked with Mayor Lutz in enlisting the support of Representatives Adam Schiff, David Dreier, Judy Chu and Grace Napolitano in diffusing the threat of eminent domain by the Blue Line Construction Authority relating to the sale of City owned land for the construction of a maintenance yard for the Gold Line.

Mayor Mike Gin
Bill Workman, City Manager
City of Redondo Beach
415 Diamond Street
Redondo Beach, California 90277
310-387-0562 Mayor Gin's Mobile
310-372-1171 x2230 Bill Workman Office
310-683-8613 Bill Workman Mobile
Mike.Gin@Redondo.org
Bill.Workman@Redondo.org

Secured \$800,000 in Fiscal Year 2010 in the Transportation-HUD Appropriations Act, building on previously secured congressional funds, to build transit facility to serve as a regional hub. Project planning and design and environmental clearance have been completed. City is now moving to construction. On behalf of the City, we have also worked on the Seaside Lagoon, a major tourist attraction. The City was experiencing problems with the Los Angeles Regional Water Quality Control Board's interpretation of the Clean Water Act regarding water discharge from the lagoon to the bay. We worked with congressional offices including Senators Dianne Feinstein and Barbara Boxer's offices as well as the Senate Committee on Environment and Public Works and the US Environmental Protection Agency (EPA) on the issue. The permitting matter is now being settled at the local level through the Los Angeles Regional Water Quality Control Board. We are currently working with the City in mobilizing regional and congressional support to keep the Los Angeles Air Force Base off the next Base Closure and Realignment Commission (BRAC) round.

Don Wright, Executive Director
Interagency Communications Interoperability System JPA
633 E. Broadway, Suite 200
Glendale, CA 91206
818-482-9476 Office
818-482-9476 Mobile
dwright@ci.glendale.ca.us

In working with Senator Dianne Feinstein and Rep. Adam Schiff, ICIS has secured close to \$2 million which was partly used to upgrade the ICIS master site to Project 25 standards and to provide radio coverage for ICIS member agency law enforcement units in the Antelope Valley. On the policy side, we are working with the Federal Communications Commission on the T-Band mandated "give back;" with the National Telecommunications and Information Administration on their plans for FirstNet and the development of a national broadband network; and with Members of Congress and congressional committee on addressing the T-Band issue.

SECTION 8 COST PROPOSAL

David Turch and Associates is an established firm. Years of experience allow us to make sound estimates concerning the scope and effort required to diligently pursue the goals of our clients. This understanding translates into cost estimates that provide a solid value for the City of Beverly Hills and a fair return to us.

We recommend a negotiated monthly retainer as the best method of payment for our services. Monthly retainers are an agreed upon amount for which we will perform all of the activities necessary to effectively represent your interests.

For you, a monthly retainer provides stability for planning and the elimination of the administrative expense required to analyze bills. The cost to begin service of a new account is very high. Retainers allow you to level those expenses over the life of the contract.

Monthly retainers allow us to assign as many people as necessary, for as much time and effort as may be required, to achieve your objectives. We demand that members of this firm focus on the job to be accomplished, not on dollars received. Monthly retainers are one way to maintain this high standard.

Our contract specifies that you are responsible for expenses incurred on your behalf. However, we bill only for out-of-town travel and other large or extraordinary project expenses. You will never receive a bill from us for usual and normal expenses such as copier costs, postage or messenger fees, local transportation in the Washington, D.C. area, telephone, fax or long distance charges, secretarial service or other usual administrative or office costs.

Before incurring any extraordinary expenses we solicit your prior approval. We encourage you to specify any other control over expenses you feel is appropriate.

There are no hidden costs in our contract.

Several times we have analyzed our billing procedures and in every case the negotiated retainer amount was less than what hourly fees would have been.

Our suggested best estimate cost for the level of services we believe you will require is \$6,000 per month.

Attachment 2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
DAVID TURCH AND ASSOCIATES FOR FEDERAL
REGULATORY REPRESENTATION AND LEGISLATIVE
SERVICES

NAME OF CONSULTANT:	David Turch and Associates
RESPONSIBLE PRINCIPAL OF CONSULTANT:	David Turch
CONSULTANT'S ADDRESS:	517 2 nd Street, Northeast Washington, DC 20002
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Cheryl Friedling Deputy City Manager
COMMENCEMENT DATE:	October 1, 2012
TERMINATION DATE:	June 30, 2013 unless extended pursuant to Section 2 of the Agreement
CONSIDERATION:	Not to exceed \$75,000 per year, based on the monthly rate set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
DAVID TURCH AND ASSOCIATES FOR FEDERAL
REGULATORY REPRESENTATION AND LEGISLATIVE
SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and David Turch and Associates (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon Commencement Date or upon a receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of the Scope of Work by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee in writing. The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the monthly rate set forth in Exhibit B.

(b) Expenses CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000)

per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 18. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 19. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 20. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 21. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 22. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT:
DAVID TURCH AND ASSOCIATES

DAVID N. M. TURCH
Sole Proprietor

APPROVED AS TO FORM

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

CHERYL FRIEDLING
Deputy City Manager

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services:

1. Identify potential legislative issues or opportunities that may interest CITY, and help to position CITY to benefit from new laws, programs or funding opportunities.
2. Lobby aggressively on four to five major priority issue areas at any given time, along with four to five lesser priorities as determined by CITY. Support shall include proactively identifying potential legislative initiatives relating to those topics and affecting the outcome of those proposals. High priority projects are likely to encompass such areas as federal homeland security, public safety, emergency preparedness and regional interoperability, among others.
3. Research and provide information to CITY on (a) Federal laws or proposed legislation, (b) legislative hearings, reports and testimony (c) Federal regulations/policies, (d) funding opportunities for proposed CITY projects, (e) technical memoranda or reports impacting CITY operations.
4. Provide funding, grantsmanship or other program opportunities to enhance CITY's receipt of federal funding.
5. Assist in establishing relations between Councilmembers and elected officials, including Chairs and consultants of key committees and other important decision makers.
6. Develop appropriate partnering relationships with federal agencies, like-minded organizations or advocacy groups which share CITY's positions on key issues.
7. Provide CITY with advance notice (when possible) of bills (introduced or amended) or proposals pertaining to issues of concern/interest to CITY, particularly those affecting or relating to CITY's Legislative Program.
8. Track legislation, and provide CITY advance notice of hearings or critical actions relating to those bills or issues, along with strategic guidance to promote City's agenda.
9. Provide services such as webinars, grantsmanship symposia, training resources, etc.
10. Prepare briefing materials; provide briefings and arrange appointments with legislators and agency officials for Councilmembers and CITY staff several times annually.
11. Provide monthly reports of activities pursued or accomplished on behalf of CITY.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

Rates: The fee for the performance of the Scope of Work shall be \$6,000 per month, payable in nine (9) monthly installments for the months of October 2012 through June 2013. This monthly fee includes reasonable expenses for a total not to exceed Seventy-Five Thousand Dollars (\$75,000) per year. Out of town travel, meals and hotel shall be reimbursed with prior written approval of CITY.

Schedule of Payment : CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____
