

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 1<sup>st</sup> day of March, 2023, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and David Turch and Associates, whose address is 517 2<sup>nd</sup> Street Northeast, Washington, D.C., 20002-4916 (“CONTRACTOR”).

### RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Federal Lobbying Services and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after five (5) year(s) unless extended by the parties with the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Federal Lobbying Services per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates David Turch as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$7,250.00) monthly, Eighty Seven Thousand Dollars and Zero Cents annually (\$87,000.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15<sup>th</sup>) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all

personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required  /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum

A.M. Best rating of “A:VII”). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY’s protection without CITY’s prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys’ fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR’s obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR’s agents and/or employees) is alleged to be an employee of CITY.

All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

#### 8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

#### 9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

#### 10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid

within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and

vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements



of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Julio Martinez III, Mayor

**CONTRACTOR:**

David Turch and Associates

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “A”**

**PROPOSAL**

**(insert behind this page)**

*David Jurch and Associates*

**RFP Professional Services for FEDERAL  
LOBBYIST SERVICES**

**City of Beaumont, CA**

**RFP NO. ED#22-08**

**January 12, 2023**

# David Turch and Associates

January 12, 2023

Ms. Grace Wichert  
City of Beaumont  
550 E. 6th Street  
Beaumont, CA 92223

Dear Ms. Wichert:

David Turch and Associates is a registered, successful, experienced, and well-respected federal government relations firm. We have operated continuously since 1987. Bloomberg Government has recognized David Turch and Associates - for the second consecutive year - as one of Washington's "top performing lobbyists." We work with myriad local government entities across the United States and private sector companies both domestically and internationally. A focus of our federal advocacy is servicing municipal clients in California.

We thoroughly comprehend and appreciate the City of Beaumont's Scope of Services. We are familiar with the city, the region, and provide a demonstrated ability to understand and successfully achieve your objectives. We provide a superior level of personal attention and service. We commit to the City of Beaumont to deliver an unparalleled level of performance through comprehensive strategic planning, legislative goal setting, intergovernmental advocacy, and political analysis.

David Turch and Associates (DTA) is located on Capitol Hill at 517 2<sup>nd</sup> Street Northeast, Washington, D.C. 20002-4916. We, as a firm, and our associates individually, are free of any conflicts of interests relative to the services provided to the City of Beaumont. DTA functions as a collaborative team. All members of the firm work on issues as required. We comply with all state and federal laws and requirements related to non-discrimination as well as all other regulations and requirements related to lobbying. We provide all the activities listed in Beaumont's Scope of Services for current clients.

David Turch is the principal. He and Marilyn Campbell are authorized to make any final decision related to the contract negotiations. They may be reached at (202) 543-3744 or [david.turch@davidturch.com](mailto:david.turch@davidturch.com) or [marilyn.campbell@davidturch.com](mailto:marilyn.campbell@davidturch.com).

We look forward to providing the City of Beaumont with the excellent representation you expect and deserve.

Sincerely,



David N. M. Turch

# *David Jurch and Associates*

## **Table of Contents**

Introduction/Information and Firm Profile	4
Approach	4
Firm Accomplishments	5
Location of Principal Office	9
Proposed Team	10
References	12
Scope of Services	15
Project Schedule	17
Cost Proposal	17
Current Contracts	17
Insurance	19
Appendix	20

## **Introduction/Information and Firm Profile**

David Turch and Associates was founded in 1987. We have operated continuously since that time. The firm is a sole proprietorship. We are politically active in a bipartisan manner with friends in both parties. We comply with all federal reporting and requirements.

We work with cities across our entire great nation. We represent municipal utilities, water agencies, transit agencies, planning organizations, airports, economic development agencies, joint powers authorities (JPAs), and counties. We also work for private corporations and non-profits.

We have the institutional knowledge to expertly navigate Congress and the Executive Branch. We pride ourselves in working year-round for our clients and are accessible through many means of communication. Our entire experienced advocacy team is dedicated to achieving your objectives.

David Turch and Associates is a horizontally organized firm. David Turch is the owner and principal of the firm. He provides the overall strategy and follow up on its implementation. All members of the firm answer to him directly. We are a collaborative team. Messrs. Cameron Wheeler and Jamie Jones will be points of contact for day-to-day issues. Mr. Kevin Bosch will primarily provide legislative and regulatory research and grant announcements.

We provide all the services listed in the Scope of Services. We have provided similar services for clients for 35 years and will do so for Beaumont. Each member of the firm will devote as much time as may be required to accomplish objectives for Beaumont.

David Turch and Associates is located on Capitol Hill at 517 2nd Street NE, Washington, D.C. 20002. Our main line office number is (202) 543-3744. David Turch is the principal. He may be reached at (202) 543-3744 and via email at [david.turch@davidturch.com](mailto:david.turch@davidturch.com).

## **Approach**

We maintain close relationships with our clients. Members of the governing boards of our clients know us personally. We make frequent visits to your area. We listen. We work hard to understand your current needs and your plans. We appreciate the role everyone plays in this team effort.

Jamie Jones will oversee the day-to-day management of this account. He will provide strategic insight and collaboration on the most effective approaches to issues and/or challenges. David Turch will provide strategic guidance. Kevin Bosch will provide daily

review of grant opportunities, Congressional and Executive Branch actions and conduct research on Beaumont's federal priorities. All members of the firm will assist in meeting Beaumont's objectives.

Following contract award, we will travel to Beaumont and meet with City Council members and staff, and anyone else you designate. We will work with you to review and update the City's short- and long-term priorities. We will identify specific appropriations and grant funding opportunities to meet your priorities. In collaboration with you, we will plan how best to position the City's project funding requests in the upcoming Community Project Funding (earmark) process. Following these planning discussions, we will contact your congressional delegation, relevant House and Senate committees, and federal agencies on your updated policy goals and project list. We will work with you to plan City advocacy visits to Washington, D.C. These trips can be timed to overlap with any City related conferences in our nation's capital.

Your involvement in the federal advocacy process and engagement in public policy deliberations are integral to successfully advancing the City's priorities. We encourage the City to send a group of officials to meet with congressional representatives and relevant House/Senate committees and federal agencies in the winter or spring of each calendar year. If Council members are unable to come to Washington, D.C. as part of the delegation, we will piggy-back on any non-City related trips Council members may take to our nation's capital.

We will provide any updates as needed. This may be with regularly scheduled phone calls or monthly reports, as you have requested in the Scope of Services. Much of the regular information flow will be via telephone calls and electronic correspondence.

(NOTE: Congressional offices and Executive Branch agencies are still at times working remotely. Meetings are likely to be a mix of in-person and video calls. The rules are set by each congressional office and agency and change frequently.)

## **Firm Accomplishments**

Our record of success on behalf of our clients includes:

### **City of Santee, California**

The City of Santee secured \$2,500,000 in the FY23 Consolidated Appropriations Act for their SR-52 Congestion Improvement Project. This project will add a 4.2-mile westbound auxiliary and truck climbing lane from Mast Boulevard to Santo Road and will reduce peak hour travel time by up to 33% and improve traffic flow. SR-52 is a regionally significant east-west highway connecting residents in suburban and rural areas of east San Diego

County to employment centers. The route is a major corridor for freight and vehicle traffic coming from the U.S.-Mexico border via State Route 125.

### **City of Montclair, California**

The City of Montclair secured \$800,000 in the FY23 Consolidated Appropriations Act to purchase body-worn cameras and related data server systems to be used by police officers during contact with residents and visitors to the Montclair community.

The City of Montclair secured \$2,000,000 in the FY22 Consolidated Appropriations Act for improvements to their Saratoga Park. Funding was used to update a heavily used community recreation facility and to provide needed infrastructure improvements to the baseball field and associated facilities at Saratoga Park. The project addressed existing ADA compliance needs, retrofitted and refurbished the existing community recreation facility, and modernized and improved the existing baseball facilities.

### **West Valley Water District, California**

We secured \$2,000,000 for WVWD's Bloomington Alleyway Pipeline Project in the FY22 Consolidated Appropriations Act. Funding is administered by the USEPA under the State and Tribal Assistance Grant (STAG) program. WVWD is phasing in new water pipelines, smart water meters and hydrants for residents in Bloomington, an unincorporated area designated as a disadvantaged community by the California Public Utilities Commission. The area is largely defined by widespread poverty, high unemployment, and air and groundwater pollution. Completion of this project will help the District continue to provide a safe, reliable, and affordable supply of drinking water to Bloomington ratepayers,

IEWORKS -- We worked on securing congressional and Department of Education support for a joint application spearheaded by Jewish Vocational Service (JVS)/BAYWORK and West Valley Water District, among other partners in the Inland Empire, which was funded by the US Department of Education through the FY 2020 Education Stabilization Fund: Reimagine Workforce Preparation (ESF-RWP) Grants Program. The California Department of Employment Development was the lead applicant. The award, which was announced in October 2020, was for \$14,440,118 to be allocated among five projects, including the JVS/BAWORK Inland Empire initiative.

The San Bernardino County Workforce Development Board, the Los Angeles Black Worker Center, San Bernardino Valley College (SBVC), San Bernardino City Unified School District's Career Technical Education (CTE) program, West Valley Water District, and other local water and wastewater agencies and their labor partners comprise this partnership. This program replicates the successful model of regional outreach, training, internships, and support pioneered through BAYWORK, a water utilities consortium in the San Francisco Bay Area. The Inland Empire partnership creates a talent pipeline to meet industry needs by recruiting college students and co-enrolled high school students in San Bernardino Valley College's Water Technology Program, increasing access to apprenticeship training, and preparing students for entry-level jobs in essential water and



adjacent fields. Grant funds support partner-led coordination, recruitment, and classroom training efforts; create internships; leverage local union and community college support to develop a regional apprenticeship program; and fund employer-provided on-the-job experience to ultimately connect vulnerable job seekers to high-quality jobs.

EPA WIFIA – We worked with WVWD Board members and staff, Corolla consultants, in releasing a Letter of Interest to the US Environmental Protection Agency to participate in the Water Infrastructure Finance and Innovation Act (WIFIA) loan program to help fund the expansion of the Oliver P. Roemer Water Filtration Facility Project. We secured support letters from Senators Dianne Feinstein, Kamala Harris and Representatives Pete Aguilar and Norma Torres. In pursuing a WIFIA loan, we organized meetings with the EPA in 2018 and 2019 for WVWD Board members and staff to discuss the program parameters. In January 2021, the EPA invited WVWD to submit a WIFIA loan application for up to \$25 million.

\$300,000 WaterSMART Grant – In 2018, WVWD was interested in modifying a 2015 \$300,000 Bureau of Reclamation WaterSMART grant from a purely turf replacement project to an irrigation installment project. We raised the issue with BOR headquarters in Washington, D.C. and with the agency’s Temecula Office. We scheduled follow up conference calls with BOR Temecula officials and secured approval for WVWD to modify the grant.

### **City of Chino, California**

Chino secured \$2,000,000 in the FY23 Consolidated Appropriations Act for its new treatment plant for groundwater wells 4 and 6. The project entails a new 2 million gallon per day (MGD) groundwater treatment facility to address water supply needs from wells 4 and 6. Currently, the wells are inactive due to water quality contamination. Chino Basin historically has been a center of agricultural and manufacturing activities that have contributed significantly to the contamination of the basin as a whole. The City has experienced nitrate, TCP-123 and other contaminations at other well sites and is constructing treatment plants to address these issues.

We worked with the City of Chino in 2019/2020 in securing a Bureau of Reclamation Drought Resiliency grant in the amount of \$750,000 for Chino Well 14 On-site Wellhead Treatment. We worked with Bureau officials in Washington, D.C., their regional office in Colorado, and their local office in Temecula in securing the grant. The City will construct an on-site wellhead treatment facility to bring a well back into service that had been retired due to groundwater contaminants. The project will provide 3,705 acre-feet per year of treated water to the local potable supply. Almost half of the City’s supply is provided by groundwater and this project will support the City in increasing the reliability of its local supplies. The City submitted a previous application for the project in 2018/2019. We scheduled a debrief with the Bureau in 2019 which was critical in identifying the parts of the application that needed to be modified and strengthened.

## **ICI System, California**

The Interagency Communications Interoperability (ICI) System Joint Powers Authority is a public safety communications network that serves more than 70 first responder agencies and their more than 25 Regional 9-1-1 emergency Dispatch Centers as a primary Land Mobile Radio (LMR) System in Los Angeles County. We coordinated with ICI member agencies in our outreach to the Federal Communications Commission and Congress to overturn a provision in public law that mandated the FCC to reallocate and auction public safety T-Band (470-512 MHz) – spectrum used for mission critical voice communications in some of the largest metropolitan areas in the country, including Los Angeles, New York, Boston, Chicago, and Philadelphia. We worked to gain congressional legislative support in both chambers of Congress, worked closely with the chairmen and ranking members of the House Energy and Commerce Committee, the Senate Commerce, Science and Transportation Committee and congressional leaders from both sides of the aisle to secure the adoption of our provision in a pandemic relief package enacted into law in December 2020. This legislative provision saved our client and its member agencies more than \$300 million and preserved T-Band as the backbone of their interoperable public safety radio system.

We worked with the ICI System in securing \$2,500,000 in the FY23 Consolidated Appropriations Act. Funds will be spent on equipment/software upgrades migrate regional emergency communications system from P-25 Phase 1 Frequency Division Multiple Access (FDMA) to the more efficient P-25 Phase 2 Time Division Multiple Access (TDMA) technology, expanding network capacity to essential levels.

## **City of Imperial, California**

The City of Imperial secured \$1,200,000 in the FY 23 Consolidated Appropriations Act for their Imperial Community Kitchen Incubator Project, which will provide micro-business owners the opportunity to test their products on the market while learning valuable finance skills to sustain their businesses. The City wants to create five to eight successful community incubators within the community; thus creating twenty-five to forty permanent jobs. This project will serve the local population of 20,263 residents, as well as a day-time tourism population of an additional 10,000.

## **Ontario International Airport, California**

When “earmarks” were forbidden, we were successful in amending a federal statute to allow a transfer of up to \$250 million between the Ontario, California International Airport and LAX (Los Angeles International Airport) as part of a campaign to return Ontario, California International Airport to the control of the City of Ontario, California. Over a period of ten months, we secured the introduction of stand-alone, companion bills in each chamber of Congress, overcame earmark concerns, ensured our legislative text was part of Chairman Shuster and Chairman Thune’s respective FAA reauthorization measures and, as a fallback plan, inserted our provision in the Senate Transportation Appropriations bill. Enactment of our legislative fix allowed the airport transfer to take place on November 1,

2016. That critical exchange of funds required for the transfer of control had been prohibited by federal statute. That activity appeared to be the very definition of an earmark. We still won.

### **Lake Elsinore, California**

Since Congress reinstated Congressionally Directed Funding (earmarks), we helped Lake Elsinore obtain \$400,000 for the redevelopment of the downtown in FY2022. The funds will be flowing through HUD and we located the staff in charge of the funding so the City could contact them to get the process moving forward.

\$2,000,000 for the seismic retrofitting of a bridge will be funded in the FY2023 Transportation-HUD appropriations legislation. We will monitor the funding of this project to make sure DOT moves it forward.

### **Riverside Transit Agency (RTA)**

We identified grant opportunities and forwarded them to RTA. Working with RTA we obtained letters of support from Congressional offices. Additionally, when RTA visited Washington DC we arranged meetings with Congressional offices, industry associations and federal agencies to raise the profile of RTA and allow them a platform to advocate for their projects. In August of 2022, the FTA made the awards official issuing a press release that included funding for RTA projects:

- \$5,153,594 from the Low- No Emissions program for hydrogen fuel cell powered electric buses and training for drivers and mechanics;
- \$1,594,364 from the Bus and Bus Facilities program to buy solar panels to install at bus facilities and train workers.

## **Location of Principal Office**

David Turch and Associates is located at 517 2<sup>nd</sup> St NE, Washington, D.C. 20002

## **Proposed Team**

### **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. After a career on Capitol Hill, he became a division director for two of the nation's largest public relations firms. There, 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 graduated from Saint John's University with majors in economics and business administration.

### **Jamie Jones**

Jamie Jones has been with David Turch and Associates for the past 22 years focusing on meeting our clients' interests in public safety, transportation, aviation, economic development, defense, environment, and water related matters. Jamie has extensive experience working with municipalities, particularly in California. Jamie will oversee the day-to-day management of the contract.

Prior to joining the firm, Jamie worked for twelve years in the U.S. House of Representatives. As a senior level staffer for a member from the Los Angeles County Congressional Delegation, 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 City. 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.

### **Kevin Bosch**

Kevin Bosch has worked for David Turch and Associates since 1993. He currently manages the research operations for the firm. In this capacity, he tracks and analyzes legislative and regulatory actions of the federal government. Additionally, Mr. Bosch analyzes and monitors the grant process and opportunities within the executive branch, including the interplay of the Congress and executive branch in spending decisions. Kevin also assists in servicing all the clients. His decades of experience studying the intricacies of our federal system is unparalleled. He is a tried-and-true problem solver. Mr. Bosch received his Master of Arts degree in Comparative Politics from the American University in Washington D.C. He holds a Bachelor of Arts degree in Political Science from Calvin College in Grand Rapids, Michigan. Kevin will work closely with Jamie Jones to achieve Beaumont's objectives.

### **Marilyn Campbell**

Marilyn Campbell is our chief operating officer and has been with the firm since 1990. 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, at the time one of the world's leading defense contractors. Marilyn will oversee the contract administration.

### **Elaine Temple**

Elaine brings 30 plus years of experience helping governmental entities with capital financing and legislative affairs. She began her career in finance with a regional bank specializing in equipment finance for cities, counties, and governmental agencies. Elaine was responsible for all areas of the division including marketing, sales, pricing, and governmental affairs. At her retirement, the division was the largest corporate lending area in the bank. Today, Elaine works with David Turch and Associates helping governmental entities reach their goals. Elaine has a Bachelor of Science with an emphasis on finance and accounting from the University of Southern Mississippi and graduated from the LSU Graduate School of Banking.

### **Col. Vic Tambone (USAF Ret.)**

Mr. Tambone served the country as an Air Force officer for twenty-four years, rising to the rank of colonel. In addition to being a pilot, staff officer, and commander, he served with distinction in the Office of Legislative Liaison for the Secretary of the Air Force. Tambone also served as a program manager for aircraft acquisition, an Advance Agent for Presidential Flight Support, and the military aide to Secretary Henry Kissinger. President Bush appointed Mr. Tambone as the first Chief of Staff, Science and Technology Directorate, U.S. Department of Homeland Security, where he served as special advisor to the members of the Under Secretary's immediate staff and also as a liaison to other components of the Department, the Administration, and the US Congress. Victor Tambone attended the Virginia Military Institute and graduated from the United States Air Force Academy. He earned a Bachelor of Science degree in aeronautic engineering and a minor in astronautic engineering. He also holds an advanced degree in international politics from Webster University and is a graduate of the Harvard University Kennedy School of Government, and National Preparedness Leadership Institute.

### **Joseph McLean**

Joseph McLean was a member of the founding leadership team of Barak Obama's successful U.S. Senate race and managed Governor L. Douglas Wilder's historic election in Virginia, as well as engineering dark horse victories in California, Michigan, and Kentucky. He created the institutional development plan for VoteVets.org and The Lantern Project, two groundbreaking new concepts that fundamentally changed the political landscape. Joe served as President and CFO of Heflin & Company, Inc., a commercial construction company in Nashville, and is the fifth generation to raise cotton on his family farm in Quincy, Tennessee. Joe served as legislative assistant in the Tennessee congressional delegation for Ed Jones and was a Campaign Finance Analyst with the Clerk of the U.S. House of Representatives. Joe holds a A.S. in History/Economics from Freed-Hardeman University, and a B.S. in Political Science/Economics from Middle Tennessee State University.

### **Cameron Wheeler**

Cameron Wheeler is an Executive Assistant at David Turch and Associates. He joins the firm with a Master of Arts in International Peace and Conflict Resolution from American University. Cameron has previously interned for the Woodrow Wilson Center's Mexico Institute focusing on USMCA implementation and best practices. He has extensive management and research experience that he brings to his role at the firm.

### **Khadija Boutarbouche**

Khadija is a Staff Assistant at David Turch and Associates. She was born in Morocco and moved to the United States in 1989. She is fluent in English, French, and Arabic. Khadija graduated from Lycee Ibn Yassine and spent three more years studying hotel and restaurant management. Since moving to the U.S., Khadija has held numerous management positions in the food and beverage industry. She brings this extensive management and customer service experience to her work with David Turch and Associates.

## **References**

Most of our client service agreements are open ended for service activities and not for a specific project. Below are three client references for which we have covered many different issues for cities similar to Beaumont.

### **1. City of Rialto, CA**

#### **Contact:**

Mayor Deborah Robertson  
150 South Palm Avenue  
Rialto, CA 92376  
909-820-2689, [drobotson@rialtoca.gov](mailto:drobotson@rialtoca.gov)

In the FY22 Consolidated Appropriations Act (Public Law 117-113), we worked with the City and Representatives Pete Aguilar (D-CA) and Norma Torres (D-CA) to secure \$700,000 for body-worn cameras for the Police Department and \$862,500 for Rialto's Emergency Operations Center. For each of these funding streams, we followed up with the respective agencies to ensure funding was obligated to Rialto. In the current FY23 appropriations process, Rialto has secured \$2,000,000 for their Lake Rialto project. Funding is pending congressional completion of the FY23 budget.

On water related projects, we have worked with a number of clients including the City of Rialto. In this capacity, we worked with the California congressional delegation to secure both federal funding and administrative agency solutions to the issue of perchlorate groundwater contamination in the Rialto-Colton Basin. We worked with the U.S. Environmental Protection Agency (EPA) and relevant congressional committees, in

particular the Senate Environment and Public Works Committee, in advancing Rialto's objective by securing a National Priorities Listing (NPL) of the 160-acre 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.

Through our advocacy work with EPA, we helped the City of Rialto partner with the agency to establish a job training program aimed at helping prepare young adults in Rialto for employment opportunities in the hazardous waste cleanup industry. The Superfund Job Training Initiative (SuperJTI) program combines extensive classroom instruction with hands-on training exercises for each participant. SuperJTI graduates have the technical skills to work on a broad range of construction, environmental remediation, and cleanup projects at Superfund sites. EPA offers SuperJTI training through its Technical Assistance Services for Communities (TASC) contract, which provides training and independent technical assistance to communities. TASC aids communities affected by hazardous waste sites regulated by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), commonly known as Superfund, and the Resource Conservation and Recovery Act (RCRA).

David Turch and Associates had Rialto municipal airport designated by Congress as one of two in California critical to the nation's airport and airway systems (the other was LAX). As a result of that designation, more than 1,000 acres were acquired, a new runway and taxiway constructed, new lighting systems installed, and the airport fenced. We also worked on the transfer of a control tower to Rialto. In addition, we worked with the U.S. Department of Commerce on a multi-million dollar grant to develop an industrial park at the airport. Years later, when the Rialto City Council decided to close the municipal airport, we overcame Federal Aviation Administration objections and included language in SAFETEA-LU (Safe, Accountable, Flexible and Efficient Transportation Equity Act – A Legacy for Users) to relocate the operations of the facility to the San Bernardino International Airport (also a client). This provision represented the first time that Congress directed the FAA, through statutory language, to close an airport. This action provided the City with the opportunity to develop the former airport grounds, generating countless jobs, commercial and residential development and economic growth in north Rialto.

## **2. City of Temecula, CA**

### **Contact:**

Mayor Matt Rahn 951-506-5100, [matt.rahn@temeculaca.gov](mailto:matt.rahn@temeculaca.gov)

Aaron Adams, City Manager 951-694-6419, [aaron.adams@temeculaca.gov](mailto:aaron.adams@temeculaca.gov)

41000 Main Street, Temecula, CA 92590

David Turch and Associates, working closely with the City of Temecula, community stakeholders, congressional members, and senior Department of Transportation representatives, helped Temecula secure a \$50 million Department of Transportation (DOT) Infrastructure for Rebuilding America (INFRA) grant for the I-15 French Valley Parkway Phase 2 project. Temecula's project was one of 20 projects – and only 1 of 10

large projects – to receive an award in the FY 2019 INFRA round. According to USDOT, approximately 200 INFRA grant applications seeking \$9.8 billion were submitted nationwide competing for approximately \$856 million in available federal funds. The French Valley Parkway Phase 2 project will construct two northbound collector/distributor lanes spanning over three miles along Interstate 15, and partially along junction 215, with a flyover bridge to better distribute traffic at the confluence of the I-15/215 junction. These lanes will alleviate the chokepoint of congestion on Interstate 15 where weaving begins, causing daily traffic jams that back up northbound travelers from that point into San Diego County – a backup that at times stretches more than 20 miles.

We worked with the City, Representative Ken Calvert (R-CA) and the US Army Corps of Engineers in securing \$10 million in Construction General funds in the Corps of Engineers FY 2018 Work Plan for the Murrieta Creek Flood Protection and Environmental Restoration Project. The funding was needed to address remaining safety issues Temecula officials had raised with the Corps and to complete Phases 1 and 2A of the project. The Corps was planning to de-scope a key safety and landscape component of the top of both sides of the riverbank. The affected area was in a highly visible segment of the City, winding through the heart of Temecula’s “downtown” district in Old Town. We organized numerous meetings and conference calls on the matter with both the Corps and Congressman Calvert’s office.

### **3. City of Lake Elsinore, CA**

**Contact:**

Jason Simpson - City Manager  
130 South Main Street  
Lake Elsinore, CA 92530  
(951)674-3124 [jsimpson@Lake-Elsinore.org](mailto:jsimpson@Lake-Elsinore.org)

The Lake Elsinore Advanced Pump Storage Project (LEAPS) was first proposed more than a decade ago. The request for a license was filed with the Federal Energy Regulatory Commission (FERC) more than 10 years ago. The premise was to pump water out of Lake Elsinore, California up in the hills above the City of Lake Elsinore into a manmade reservoir, releasing the water at peak energy times to generate electricity. The City was opposed to its construction. In 2017 the company attempted to get the project license approved again by FERC. The City was still opposed to the project. David Turch and Associates set meetings with House and Senate staff and Members, Committee staffers overseeing FERC, and FERC itself. Since FERC is a quasi-judicial agency, we had to set up the meeting in terms of understanding the process.

We educated Congressional offices on the project and its impact on districts outside of the reservoir, including a diminished water supply in the lake, hazards in case of an earthquake and the placement of high-voltage power transmission lines through several congressional districts using US Forest Service land - Trabuco District of Cleveland National Forest. We have continued to monitor and reach out to staff to keep them up to date on any changes



related to the proposed project. We have reached out to federal agencies to alert them of the proposed project and its impact, including EPA, US Forest Service and USDA. The applicant this year filed an application for preliminary permit as the previous permit was rejected in early 2022.

Since Congress reinstated Congressionally Directed Funding (earmarks), we helped Lake Elsinore obtain \$400,000 for the redevelopment of the downtown in FY2022. We helped secure \$2,000,000 for the seismic retrofitting of a bridge that will be funded in the FY2023 Transportation-HUD appropriations legislation. Additionally, we have worked on homeless issues and wildfire emergency funding for the City.

## **Scope of Services**

**Congressional Timeline** -- January through mid-March is the time when City officials across the country frequently come to Washington, D.C. 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 Beaumont officials are in town for these activities, we 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. 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, grant applications and other City interests. Appropriations 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 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 office buildings 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 and federal agencies. We keep you informed of progress and problems. Besides monitoring federal budgetary issues for Beaumont, 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 (NLC) to advance your priorities.

To further enhance the City of Beaumont's presence in Washington, we belong to, or actively participate in, a number of organizations which include: Washington Area Transit Industry Representatives (APTA), U.S. Conference of Mayors, National League of Cities, National Association of Counties, The Bus Coalition, NGV America and National Association of Housing and Redevelopment Officials. We can more effectively advance the City's priorities by leveraging nationally based organizations representing public sector interests, particularly during policy/programmatic campaigns targeting Congress.

**Federal Funding Opportunities and Council Federal Workshop** -- We will continue to match the City's priorities with current federal funding programs. We have one of the most sophisticated grant tracking programs in Washington. We systematically search for funding programs that will meet your needs. We flag all relevant funding opportunities and guide you through the application process. We are notified by the appropriate agency relevant to Beaumont and convey the funding opportunities to you. We work with you to implement our strategy to win political support and pursue funding for your various priorities. And, of course, we 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.

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, including the restoration of community project funding (earmarks) and recalibrate, if necessary, the City's federal agenda.

**Reporting** -- We place great emphasis on communication. This is done through personal updates and frequent visits to Beaumont. We will communicate with the City extensively and regularly expect to hear from you. This gives the City 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.

We currently have bi-weekly video calls with some clients to provide updates. We use any format our clients want for communication: calls, texts, email, reports and in-person meetings here in D.C. or in Beaumont. Our communications with the City of Beaumont will be personalized to fit your needs and desires. David Turch enjoys providing in-person updates to our clients especially at City Council meetings.

We understand Beaumont will require frequent calls and monthly reports. We provide such services currently for some of our clients and will be glad to do so for Beaumont.

**Collaborating With National Associations/Organizations** -- To further enhance the City of Beaumont's presence in Washington, we belong to, or actively participate in, a number of organizations which include: Washington Area Transit Industry Representatives (APTA), U.S. Conference of Mayors, National League of Cities, National Association of Counties, The Bus Coalition, NGV America and National Association of Housing and Redevelopment Officials. We can more effectively advance the City's priorities by leveraging nationally based organizations representing public sector interests, particularly during policy/programmatic campaigns targeting Congress.

## **Project Schedule**

Critical Path Method (CPM) is not applicable in this case as Congress operates in a less predictable manner and each project the City will pursue will take a different route to accomplish.

## **Cost Proposal**

See attached sealed envelope.

## **Current Contracts**

St Cloud Area Planning Organization (MN)  
City of Beverly Hills (CA)  
City of Burbank and Burbank Water and Power (CA)  
Orange County Board of Education (CA)  
City of Calimesa (CA)  
City of Chino (CA)  
El Dorado County Transportation Commission (CA)  
Fallon County (MT)  
Grand Rapids International Airport Authority (MI)  
Interagency Communications Interoperability (ICI) System JPA (CA)  
City of Imperial (CA)

Katadyn Inc. (CA)  
City of Lake Elsinore (CA)  
Metropolitan Airports Commission (MN)  
City of Montclair (CA)  
City of Redondo Beach (CA)  
City of Rialto (CA)  
Riverside Transit Agency (CA)  
City of Rosemead (CA)  
City of Santee (CA)  
San Bernardino International Airport Authority (CA)  
City of Saint Cloud (MN)  
Saint John's University (MN)  
Stearns County (MN)  
City of Temecula (CA)  
West Valley Water District (CA)  
City of Willmar (MN)

There are no conflicts of interest between any of our clients and the City of Beaumont. We know of no adverse actions being taken with Beaumont on behalf of any of our clients. In fact, our clients' interests support and complement one another to create a formidable synergistic political force in Washington, D.C.

# Insurance

Below is our Certificate of Insurance. We carry all insurance required to do business in the District of Columbia, including General Liability, Automobile Liability, and Workers' Compensation.

We do not carry Errors and Omissions coverage. It is not applicable to our business. In instances when it has been requested in the past, the requirement has always been waived.

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 01/06/2023																					
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p> <p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>																							
<b>PRODUCER</b> CNR Insurance Inc 166 West Street  Annapolis MD 21401	<b>CONTACT NAME:</b> Deborah M. Martin AAI ACSR <b>PHONE (A/C, No, Ext):</b> (410) 897-9890 <b>FAX (A/C, No):</b> (410) 897-5957 <b>E-MAIL ADDRESS:</b> deborah@cnrinsurance.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Hartford Casualty Insurance Company</td> <td></td> <td style="text-align: center;">29424</td> </tr> <tr> <td><b>INSURER B :</b> The Hartford (Rated by Multiple Companies)</td> <td></td> <td style="text-align: center;">00914</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A :</b> Hartford Casualty Insurance Company		29424	<b>INSURER B :</b> The Hartford (Rated by Multiple Companies)		00914	<b>INSURER C :</b>			<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
<b>INSURER A :</b> Hartford Casualty Insurance Company		29424																					
<b>INSURER B :</b> The Hartford (Rated by Multiple Companies)		00914																					
<b>INSURER C :</b>																							
<b>INSURER D :</b>																							
<b>INSURER E :</b>																							
<b>INSURER F :</b>																							
<b>INSURED</b> David Turch and Associates 517 2nd St NE  Washington DC 20002																							
<b>COVERAGES      CERTIFICATE NUMBER: 22-23 Master      REVISION NUMBER:</b>																							
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																							
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			30SBAKA2286	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OIP AGG \$ 4,000,000 \$																
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			30SBAKA2286	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	30WECCU1547	11/15/2022	11/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000																
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>																			
David Turch & Associates 517 2nd St NE  Washington DC 20002				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 																			

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

## Appendix

### Item 1: Example of report to client

TO: Riverside Transit Agency (RTA)  
Board of Directors  
FROM: Kevin Bosch  
DATE: September 20, 2022  
RE: Transportation Update

#### *Federal Budget*

The House passed a “deeming” resolution setting the total amount available for discretionary spending on June 8. This number is also known as the top line number or 302(a) for the section of the 1974 budget law. The Senate has not set a top line number. The House Appropriations Committee has marked up all twelve of its bills. The House passed on July 19 on a six-bill package. It includes the Transportation-HUD, Agriculture, Energy-Water, Financial Services, Interior-Environment and Military Construction-VA bills.

The Senate Appropriations Committee has not marked up (approved) any of its bills yet. Chairman Leahy (D-VT) had intended to begin marking up his bills by the end of July; however, his fall has sidelined him. Chairman Leahy has now decided to forgo markups, instead he released the draft Senate bills at the end of July. The Democrats and the Republicans in Senate have not been able to reach agreement on spending levels.

It is now likely that there will be a Continuing Resolution (CR) that will fund the government until possibly December 16. However, there is growing concern amongst Republicans that if they win the mid-term elections in November, the Democrats will pass a budget in December, since the Republicans would not take over until January. Republicans have now been thinking about pushing for a CR that expires in January. They hope to win back both the House and Senate in the elections and then will have greater influence over the size and shape of a yearlong bill. The new fiscal year (FY 2023) starts on October 1.

The House and Senate are also discussing what “riders” will be included in CR. These special funding and policy provisions include money for Ukraine, COVID-19, monkeypox, undocumented immigrant aid and streamlining of permits for energy projects.

It is unclear at this time if congressionally directed funds (earmarks) will be included in any funding bills.

### ***Discretionary Grant Awards***

David Turch and Associates was told by various congressional offices starting August 10 that RTA would be receiving awards from the Federal Transit Administration (FTA). We told RTA that it was likely that they would be receiving the grants. After the July RTA visit to DC where we discussed the grant proposals during our meetings, David Turch and Associates asked for additional support from the congressional offices before any FTA decisions.

On August 16, the FTA made the awards official issuing a press release that included: \$5,153,594 from the Low- No Emissions program for hydrogen fuel cell powered electric buses and provide training for drivers and mechanics; \$1,594,364 from the Bus and Bus Facilities program to buy solar panels to install at bus facilities and train workers.

A copy of the award was sent to RTA by David Turch and Associates. We also sent thanks notes to all the congressional offices that supported the grant request as well as the FTA official we met with in July.

### ***Alternative Fuel Tax Credit***

The tax credit for compressed natural gas (CNG) used by RTA has been extended through December 31, 2024. This provision was part of the Inflation Reduction Act signed into law on August 16 by President Joe Biden.

However, the tax credit for hydrogen was only extended through December 31, 2022. David Turch and Associates confirmed this with the Excise Branch Chief of the Internal Revenue Service (IRS). We also talked with the Senate Finance Committee staffer who oversaw that section. He told us that the hydrogen tax credit was eliminated after the one-year extension to prevent “double dipping” on tax credits as they had included in the legislation a provision to allow for a production tax credit.

David Turch and Associates also reached out to the American Public Transportation Association (APTA) and The Bus Coalition to let them know the status of the hydrogen tax credit as it may affect their members.

### ***Other Activities***

On August 30, we sent RTA a notice of a webinar from FTA and the Department of Energy on the transition to clean buses.

On September 20, David Turch and Associates forwarded to RTA a notice of funding opportunity from DOT for the Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program.

## **Item 2: Example of report to client**

TO: Cindy Owens, Policy, and Management Analyst  
City of Beverly Hills

FROM: Jamie Jones

DATE: April 22, 2021

RE: H.R. 1280 – the George Floyd Justice in Policing Act of 2021

On March 3, 2021, the House of Representatives adopted H.R. 1280, the George Floyd Justice in Policing Act of 2021, by a party-line vote of 220-212. The George Floyd Justice in Policing Act would crack down on excessive police force, ban chokeholds, enforce national transparency standards, demilitarizes the police, and pushes accountability for officer misconduct with a national database to track offenses. In addition, the bill ends racial and religious profiling and eliminates no-knock warrants in drug cases.

The legislation, moreover, lowers the criminal intent standard—from willful to knowing or reckless—to convict a law enforcement officer for misconduct in a federal prosecution; it limits qualified immunity as a defense to liability in a private civil action against a police officer or state correctional officer, and authorizes the Department of Justice to issue subpoenas in investigations of police departments for a pattern or practice of discrimination.

The House bill, sponsored by the Congressional Black Caucus, garnered an array of endorsements from national advocacy groups including the NAACP, the AFL-CIO, and the American College of Physicians. The bill passed the House last year but then Senate Majority Leader Mitch McConnell refused to schedule the measure for floor consideration. In this Congress, the House-passed bill faces an uphill fight in the evenly divided Senate where legislation must secure 60 votes to pass. In light of the recent conviction of former Minneapolis Police Officer Derek Chauvin in the killing of George Floyd, congressional Democratic leaders plan to use the momentum of the trial to secure a Senate vote on the bill.

Below please find a more detailed summary of the George Floyd Justice in Policing Act of 2021:

- Prohibits federal, state, and local law enforcement from racial, religious, and discriminatory profiling, and mandates training on racial, religious, and discriminatory profiling for all law enforcement.
- Bans chokeholds, carotid holds and no-knock warrants at the federal level and limits the transfer of military-grade equipment to state and local law enforcement.
- Mandates the use of dashboard cameras and body cameras for federal offices and requires state and local law enforcement to use existing federal funds to ensure the use of police body cameras.



- Establishes a National Police Misconduct Registry to prevent problematic officers who are fired or leave on agency from moving to another jurisdiction without any accountability.
- Amends federal criminal statute from “willfulness” to a “recklessness” standard to successfully identify and prosecute police misconduct.
- Reforms qualified immunity so that individuals are not barred from recovering damages when police violate their constitutional rights.
- Establishes public safety innovation grants for community-based organizations to create local commissions and task forces to help communities to re-imagine and develop concrete, just and equitable public safety approaches.
- Creates law enforcement development and training programs to develop best practices and requires the creation of law enforcement accreditation standard recommendations based on President Obama’s Taskforce on 21st Century policing.
- Requires state and local law enforcement agencies to report use of force data, disaggregated by race, sex, disability, religion, age.
- Improves the use of pattern and practice investigations at the federal level by granting the Department of Justice Civil Rights Division subpoena power and creates a grant program for state attorneys general to develop authority to conduct independent investigations into problematic police departments.
- Establishes a Department of Justice task force to coordinate the investigation, prosecution and enforcement efforts of federal, state and local governments in cases related to law enforcement misconduct.

**Item 3:**

**DRAFT LETTER OF SUPPORT FOR GUN CONTROL LEGISLATION**

June 13, 2022

The Honorable Dianne Feinstein  
 331 Hart Senate Office Building  
 Washington, DC 20510

RE: Support Gun Control Legislation

Dear Senator Feinstein:

On behalf of the City of Burbank, I write to express the City Council’s support for H.R. 7910, the Protecting Our Kids Act, and the Senate bipartisan agreement to protect our communities from the ongoing scourge of gun violence. In the recent wake of mass shootings in Buffalo, New York, Uvalde, Texas and Tulsa, Oklahoma, Congress must take immediate action to stop the spread of these senseless acts of carnage that permeate every facet of American life.

Tragically, no corner of American society is immune from mass shootings— not our schools, places of worship, supermarkets, workplaces, hospitals and entertainment venues. Our nation is awash in guns and gun violence. The time for congressional action is long past due. Every member of Congress has a moral imperative to enact legislative solutions to help protect our children from harms way. If our children are not safe in schools, then they are not safe anywhere. Burbank supports the enactment of the Protecting Our Kids Act and urges your support of this legislation.

As passed by the House on June 8<sup>th</sup>, H.R. 7910 would:

- Raise the lawful age to purchase a semiautomatic centerfire rifle from 18 to 21 years old;
- Establish a new federal offense for the import, sale, manufacture, transfer, or possession of a large capacity magazines, with exceptions for certain law enforcement uses and the possession (but not sale) of grandfathered magazines;
- Establish new federal offenses for gun trafficking and straw purchasers and authorize seizure of the property and proceeds of the offense;
- Establish voluntary best practices for safe firearm storage; award grants for Safe Firearm Storage Assistance Programs; provide a tax incentive to dealers for 10% of amounts received from the sale of safe storage devices;
- Establish requirements to regulate the storage of firearms on residential premises; create criminal penalties for violation of the requirements;
- Build on ATF’s regulatory bump stock ban by listing bump stocks under the National Firearms Act (like machineguns) and statutorily banning the manufacture, sale, or possession of bump stocks for civilian use; and
- Build on ATF’s regulatory ban of ghost guns by ensuring that ghost guns are subject to existing federal firearm regulation by amending the definition of “firearm” to include gun kits and partial receivers and changing the definition of “manufacturing firearms” to include assembling firearms using 3D printing.

These legislative provisions are reasonable measures to implement and, if adopted by Congress, may help prevent mass shootings. However, with the understanding that the Senate is unlikely to pass, let alone consider, H.R. 7910, the Burbank City Council also urges you to support a Senate bipartisan agreement spearheaded by Democratic Senator Christopher Murray from Connecticut and Republican Senator John Cornyn of Texas. The general contours of the agreement focus on funding and strengthening school safety and mental health programs, enhanced background check requirements for gun buyers aged 18 to 21, and a provision encouraging states to adopt red flag laws. While this bipartisan agreement is a far cry from enacting H.R. 7910, it nevertheless represents a positive congressional step in addressing some facets of gun violence in our society.

Thank you for your leadership on gun control legislation in Congress.

# *David Jurch and Associates*

## **RFP Professional Services for FEDERAL LOBBYIST SERVICES for the City of Beaumont, CA**

### **Cost Proposal**

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 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. Retainers allow you to level those expenses over the life of the contract.

We do not bill for routine 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. Our suggested cost for the level of services we believe you will require is \$7,250 per month or \$87,000 per year. We are willing to entertain other payment options the City may wish to offer.

**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**(insert behind this page)**