

Council Meeting of
August 28, 2007

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: City Manager – Consulting Services Agreement with Rice/Englander & Associates for Government Consulting and Advocacy Services
Expenditure: \$42,000**

RECOMMENDATION

The City Manager recommends that the City Council approve a consulting services agreement with Rice/Englander & Associates for government consulting and advocacy services for the period September 1, 2007 through August 31, 2008.

Funding

Funds are available in the 2007-08 Department Operating Budgets.

BACKGROUND/ANALYSIS

The City has and does participate in advocacy efforts through broader coalition or organizational groups to impact legislation efforts that may have a beneficial or detrimental impact in the City.

This advocacy participation has been at both the specific interest level such as fire safety through the Fire Chief's involvement with CalChiefs and LA Area Fire Chiefs, public safety through the Police Chief's involvement with LA County Chiefs of Police Association and California Chiefs of Police Association, and transit routing and funding through the Transit Director's involvement with Municipal Transit Operators Coalition and California Transit Association, as well as at the broader issue level through organizations such as the League of California Cities and South Bay Cities Council of Government (SBCCOG). Each of these organizations contract with lobbyist firms and/or monitor all legislative activity, and at times carry legislation germane to their mission.

The relationships that the City has with these organizations are very beneficial and have proven valuable in assisting the City in preserving its quality of life. However, staff is seeking to expand the City's advocacy impact and competitive funding allotment specific to the City through active pursuit of beneficial legislation and aggressive defense against detrimental legislation and through active seeking of grants and allocations.

Our objectives are:

- A voice in Sacramento
- Early intelligence on emerging legislation
- Knowledge of trade-offs impacting legislative framing
- Be on front side for funding during legislative framing
- Successful targeted grant applications and allocation

To achieve the objectives, staff invited four lobbyist firms to interview. Upon reflection of qualifications the City was seeking, one agency declined; leaving three that participated in the interview process. (Refer to Attachment B for interview questions.) Based on the interviews, staff determined that the City would be best served with the employment of two lobbyists; one that specialized in legislative advocacy, and one that specialized in grant funding, with a very successful track record. The contract before you tonight is for the firm of Rice/Englander & Associates whose specialty is legislative advocacy.

The principal is Tony Rice, who will carry out the City's legislative objectives. He has had over ten years of lobbying experience and comes highly recommended by Assemblyman Ted Lieu. Pending entering an annual contract with the firm, the City entered into a short-term, two-month contract in order to immediately begin receiving input during the budget stalemate, and to impact AB640, which would have had, in its earlier form, serious consequences to the City water basin. The short-term contract expires August 31, 2007.

The primary duties under the Agreement are:

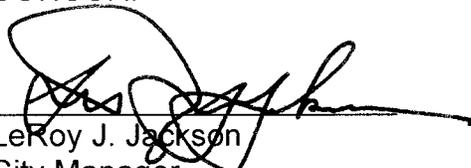
- Development and execution of City's advocacy efforts
- Advising City on all activities and initiatives determined to be of significance to City
- Analysis of proposed state legislative and governor actions
- Assist in development and execution of legislative programs, jointly or separately, depending on issue, for City

The contract with the second firm that staff will be recommending for grant and allocation funding identification and application assistance will be before the Council in two weeks.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

CONCUR:


LeRoy J. Jackson
City Manager

By 
Mary K. Giordano
Assistant City Manager

- Attachments: A) Contract Agreement
B) Overview with Lobbyist Firms
C) Biography provided by Rice/Englander & Associates

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of September 1, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Rice/Englander & Associates, Corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide Government Consulting and Advocacy Services.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through August 31, 2008.

3. COMPENSATION

- A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$42,000 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of

CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Mary Giordano is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

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

Tony Rice

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT’s employees, except as otherwise set forth in this Agreement. The CONSULTANT may 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.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT’s risk until written instructions are received from CITY.

13. **CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$100,000 per person, \$300,000 per occurrence; and
 - b. Combined single limits of \$500,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- C. The insurance provided by CONSULTANT will be primary and non-contributory
- D. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- E. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- F. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by

the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. CONSULTANT agrees that, prior to entering into contract for consultation services with any party, associate, or individual other than CLIENT, CONSULTANT shall meet and confer with CLIENT to discuss the potential of conflict created by such additional contract(s). It is understood, however, that final determination to enter into such contracts shall remain at the discretion of CONSULTANT. If CONSULTANT should enter into a contract for consultation services with any entity which CLIENT believes is a conflict of interest, CLIENT will have the right to terminate the Agreement upon three (3) days written notice.
- B. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- C. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONSULTANT: Tony Rice
 Rice/Englander & Associates
 1730 L Street, Suite 3
 Sacramento, CA 95814
 Fax: 916/492-9527

CITY: City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. NON-ASSIGNMENT

It is acknowledged and understood the services to be rendered to CLIENT by CONSULTANT hereunder are personal in nature and therefore CONSULTANT may not assign this Agreement, nor may CONSULTANT assign any monies to be received hereunder without the written consent of CLIENT first obtained.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

- A. CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.
- B. CONSULTANT shall conduct all affairs on behalf of CLIENT in accordance with all applicable laws and regulations, specifically in conformance with local, state, and federal political reform laws.
- C. CONSULTANT shall be responsible for meeting its legal obligations to file the proper reports as required by the Political Reform Act of 1974 and related statutes. CLIENT shall not be responsible for CONSULTANT's failure to perform.
- D. CLIENT shall be responsible for meeting its legal obligations to file the proper reports as a Lobbyist Employer under the Political Reform Act of 1974, CONSULTANT shall not be liable for CLIENT's failure to so perform.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONFIDENTIALITY

CONSULTANT agrees to maintain in strict confidence all information supplied by CLIENT to CONSULTANT. CONSULTANT will disclose any such information to third parties or use any such information only as authorized by CLIENT. In addition, CONSULTANT will maintain in strict confidence all advice provided to CLIENT.

32. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

Rice/Englander & Associates
Corporation

Frank Scotto, Mayor

By: _____
Tony Rice
Managing Partner

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A**SCOPE OF SERVICES**

CONSULTANT agrees to perform professional services for CLIENT, as requested by the CLIENT, including, but not limited to:

- a. **Reconnaissance of proposed state government actions which may affect CLIENT, to include;**
 - 1. **Maintaining an overview of legislative and executive agency activities.**
 - 2. **Advising appropriate CLIENT staff on all activities and initiatives determined to be of significance to CLIENT.**
 - 3. **Research to adequately provide this function.**
- b. **Analysis of proposed state legislative and executive agency actions affecting CLIENT.**
- c. **Development, coordination and execution of CLIENT's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.**
- d. **Assisting CLIENT in the development and execution of legislative programs, jointly or separately, for CLIENT.**
- e. **Primary emphasis shall be given to issues that will provide specific and identifiable benefits to CLIENT.**

REPORTS OF WORK

- a. **CONSULTANT shall submit to Acting City Manager or designee periodic written reports of work, however no less than every month, performed to implement CLIENT legislative programs.**
- b. **During the Legislative Session, at least once every two weeks an informal memo will be prepared for CLIENT, distributed via email to list provided to CONSULTANT to keep abreast of activities in Sacramento.**
- c. **However, in addition to b. above, emails and/or phone calls as necessary when "hot" items become known (such as when a bill is introduced to the benefit/detriment of CLIENT).**
- d. **As appropriate an email distribution of hot political items or issues shall be sent by CONSULTANT to Torrance authorized individuals on such issues.**
- e. **CONSULTANT to prepare formal written memorandums for Council at the end of each Legislative Session, at the adoption of the Governor's Budget and as requested by CLIENT from time to time.**

EXHIBIT B**COMPENSATION SCHEDULE**

For the services as outlined herein, and while this Agreement is in effect, CLIENT agrees to pay CONSULTANT \$3,500 per month for a total of \$42,000 payable no later 30 days from invoice for the duration of the contract. CONSULTANT shall be solely responsible for all expenses incurred in connection with the performance of the Agreement.

OVERVIEW WITH LOBBYIST FIRMS MAY 2007

City's Objectives:

- Voice in Sacramento (example AB640)
- Early intel on emerging legislation
- Players and trade-offs involved in emerging legislation
- Be on front side for funding before legislation is opened for competitive or other allocation formulas (example Proposition 84)

Questions:

- *(MKG)* Experience/ Organization to support client base
- *(GB)* Background – where and/or for whom have you worked before becoming a lobbyist
- *(MKG)* Areas of expertise
- *(JN)* What do you see as the value in employing a lobbyist
- *(JN)* How do you see the absence of a lobbyist effect the City's reputation in Sacramento in competitive funding/voice in emerging legislation
- *(JG)* How do you integrate/approach business with the City's legislators
- *(JN)* How do you integrate with other lobbyists organizations
- *(MS)* Relationship with legislative aids and legislative analysts
- *(MS)* How do you approach addressing potentially harmful legislation with City & legislators
- *(KT)* How do you handle political party changes and ability to effectively lobby in a changing climate
- *(DW)* Does your firm represent clients at the regional level
⇒ AQMD - Water - Transportation (MTA) – NPDES
- *(RB)* What is a typical approach to emerging legislative issues, such as Prop 84
- *(GB/JJ)* Conflicts of Interest – how do you handle / what do you consider is a conflict of interest
- *(DW)* How do you merge City's policies and philosophies with your approach to issues
- *(KT)* How do you determine when City representatives should be in Committee meetings/speaking directly to their legislators vs. lobbyist representing City
- *(MKG)* Communication plan/point of contact – all or one depending on issue; how do you report the status of legislation and how does the client monitor your efforts
- *(MKG)* Do you attend the League weekly strategy meetings (City Caucus)
- *(MKG)* Closure

Rice/Englander & Associates

Rice/Englander & Associates is a lobbying firm with a special emphasis on local government, healthcare and public transportation.

Before the creation of Rice/Englander & Associates, Tony worked as a principal lobbyist for a Sacramento based lobbying firm for more than six years that specialized in local government advocacy and transportation delivery. Prior to becoming a lobbyist, Tony Rice was actively involved in government from the “inside”. From 1998-1999, Tony worked for the powerful Chair of the Assembly Appropriations Committee, Ms. Carole Migden, as a committee consultant where he analyzed legislation dealing with health care and transportation, and had personal staff responsibility for multiple pieces of legislation. Between 1997 and 1998, Tony worked in Congressman Robert T. Matsui’s District Office in Sacramento. And before that experience, Tony worked with then-Senator Bill Lockyer, the President Pro Tempore of the California State Senate, and his legislative policy unit in formulating and responding to all legislative matters that came before the State Senate.

Veteran political and public relations consultant Harvey Englander is a partner in the firm. Harvey has been at the center of California’s political and business life for more than 37 years. Harvey’s experience includes managing political campaigns for numerous elected officials in all branches of California government as well as developing communications, advocacy and public affairs campaigns for companies and non-profit organizations. In 2003, PR News, a leading public relations industry publication, named Harvey their “Public Affairs Executive of the Year”. In addition to his role with Rice/Englander & Associates, Harvey is the President of Los Angeles based Englander & Associates, one of Southern California’s fastest growing public relations agencies.

Rice/Englander & Associates goal is to provide strategic counseling and advocacy services for clients with needs in the State Legislature, at various government agencies and with the Constitutional Officers. We offer the highest level of lobbying services for established and entrepreneurial companies and trade associations. Rice/Englander & Associates does one thing really well...IT WINS.

- **Maximizing investment in transportation:** Prior to becoming managing partner with Rice/Englander & Associates, Tony successfully represented the California Transit Association for over six years, with a special emphasis in maximizing the investment California makes in its public transportation systems. The end result of these efforts was the successful passage of Proposition 42, which annually appropriates more than \$1.4 billion for transportation investment. In addition to this principal lobbying position with the CTA, Tony also successfully represented the Solano Transportation Authority and the San Mateo County Transportation Authority.
- **Preserving local discretion:** Tony spearheaded the Sacramento effort for the Independent Cities Association to defeat AB 2702 (Steinberg), a bill that would have removed local discretion in approving second-unit housing.

- **Protecting Budget Resources:** Tony held passage of the State Budget for seven hours on the Assembly Floor so that a client could get resolution on an issue that otherwise would have devastated their industry.

Tony Rice and Harvey Englander merged their expertise into Rice/Englander & Associates on March 15, 2006. While our firm may be relatively new, we have had individual working, contractual relationships with several of our clients for many years prior to the creation of the firm. Our goal is to provide direct, results-oriented service to all our clients, therefore we selectively limit the scope of the firm to maximize the return our clients invest in us. This is important in this age of “super firms”, as many of the lobbying enterprises are often too large for their own good, having to remove themselves from Sacramento discussions because of conflicts between clients. We believe the City of Azusa would fit well with our primary mission of supporting and protecting local government interests without the worry of conflicts with other clients in the firm. This would assure the City of Azusa always has a voice at all the necessary meetings, both public and private, in Sacramento.

Client List

Rice/Englander & Associates is proud to represent the following clients:

- The Independent Cities Association, a group of 53 cities in Los Angeles County
- South Bay Cities Council of Governments, a group of 24 cities in the South Bay of Los Angeles
- The City of El Segundo
- The City of Manhattan Beach
- The City of Whittier
- Downey Regional Medical Center
- JKB Construction Management & Development, Inc.
- American University of Antigua

As our client list indicates, Rice/Englander & Associates has a strong local government connection and partners well with each entity on the varied and diverse needs that arise in running a municipality. Some examples of past successes for a few of the clients follow:

- **The Independent Cities Association** – Tony successfully coordinated, managed and implemented the Association’s desire to thwart efforts in Sacramento that would have imposed more stringent requirements on local governments to ministerially approve second unit housing development. We also worked very closely with the City of Los Angeles in 2006 to amend language into legislation to allow the Mayors of EVERY city under the Los Angeles Unified School District the opportunity to cast a relevant vote for the next LAUSD superintendent, not just the Mayor of Los Angeles. Contact: The Honorable Kelly McDowell, Councilmember, City of Los Angeles, Past President of the ICA. (310) 640-6822.

- **The South Bay Cities Council of Governments** – Tony successfully negotiated a near impossible deal with all the interested parties to add one seat to the South Coast Air Quality Management District Board for the West Side of Los Angeles. Rice/Englander & Associates worked extremely hard over the course of this issue to position the SBCCOG in a favorable position. Legislation of this kind has been tried numerous times in the past decade with very limited success. Contact: Ms. Jacki Bacharach, Executive Director. (310) 377-8987.
- **The City of Whittier** – Within eight working days, Rice/Englander & Associates successfully reversed a Governor’s priority that would have placed a significant burden on the community by reopening a dormant state owned facility in the heart of the City as a correctional institution. Contact: Mr. Steve Helvey, City Manager. (562) 464-3308.
- **Downey Regional Medical Center** – DRMC is a private hospital located in Downey, California, that was on the brink of bankruptcy prior to contracting with Rice/Englander & Associates. We have successfully represented the hospital the last two years to make favorable changes to state law, as well as to secure them two separate sources of funding for millions of dollars through the California Medical Assistance Commission. This has allowed the hospital to maintain full operations. Contact: Mr. Rob Fuller, Chief Financial Officer. Rob.fuller@drmc.org.

