



## AGENDA REPORT

**Meeting Date:** July 24, 2012

**Item Number:** H-11

**To:** Honorable Mayor & City Council

**From:** Cheryl Friedling, Deputy City Manager

**Subject:** AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SHAW/YODER/ANTWIH, INC. FOR LEGISLATIVE ADVOCACY SERVICES; AND AUTHORIZATION OF A PURCHASE ORDER IN THE AMOUNT OF \$75,000 TO SHAW/YODER/ANTWIH, INC. FOR THESE SERVICES

**Attachments:**

1. Agreement
2. Proposal Submitted by Shaw/Yoder/Antwih, Inc.
3. Overview of Services Provided to Beverly Hills by Shaw/Yoder/Antwih, Inc.

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### **RECOMMENDATION**

Staff recommends that the City Council approve an agreement between Shaw/Yoder/Antwih, Inc. to represent the City on government affairs issues in the State Capitol and a purchase order for fiscal year 2012-2013 in the amount of \$75,000 for these services.

### **INTRODUCTION**

The City has successfully utilized the services of Shaw/Yoder/Antwih, Inc. to achieve government and legislative objectives in the State Capitol for the past three years. In particular, Mr. Andrew Antwih of the firm has promoted several key City interests before state agencies, legislators and committees.

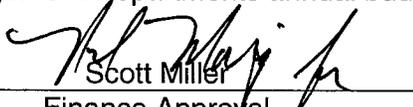
This item seeks City Council approval for ongoing legislative advocacy services to promote the City's interests before legislators, regulators and policymakers in the State Capitol.

**DISCUSSION**

A selection panel composed of Councilmembers and a City staff committee interviewed firms that submitted qualifications in response to the City's RFP. Shaw/Yoder/Antwih, Inc. was selected as a result of that process. The firm's proposal is attached.

**FISCAL IMPACT**

This contract amount of \$75,000 has been included and approved in Policy and Management Departments annual budget for Fiscal Year 2012-2013.

  
\_\_\_\_\_  
Scott Miller  
Finance Approval

Cheryl Friedling   
\_\_\_\_\_  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
SHAW/YODER/ANTWIH, INC. FOR LEGISLATIVE ADVOCACY  
SERVICES

NAME OF CONSULTANT: Shaw/Yoder/Antwih, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Joshua Shaw, Secretary

CONSULTANT'S ADDRESS: 1415 L Street, Suite 200  
Sacramento, CA 95814  
Attention: David Grenham

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Cheryl Friedling, Deputy City  
Manager

COMMENCEMENT DATE: July 1, 2012

TERMINATION DATE: June 30, 2013 unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$75,000 per year (including  
expenses not to exceed \$3,000 per year)  
based on the monthly rate set forth in  
Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
SHAW/YODER/ANTWIH, INC. FOR LEGISLATIVE ADVOCACY  
SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Shaw/Yoder/Antwih, Inc. (hereinafter called "CONSULTANT").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Compensation.

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

(b) Expenses. CONSULTANT shall be entitled to reimbursement in an amount not to exceed Three Thousand Dollars (\$3,000) for only those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

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

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

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

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

Section 7. Responsible Principal(s)

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

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

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

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

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

Section 11. Insurance.

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

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

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

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

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

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

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

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

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

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

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

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

Section 13. Termination.

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

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

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

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

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

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

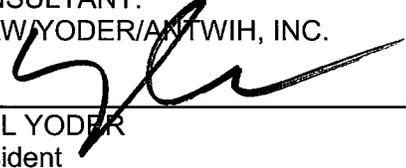
EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

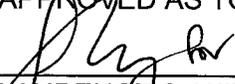
\_\_\_\_\_  
WILLIAM W. BRIEN, M.D.  
Mayor of the City of Beverly Hills, California

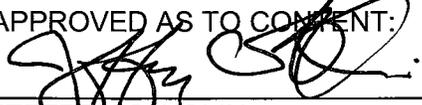
ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT:  
SHAWYODER/ANTWIH, INC.  
  
\_\_\_\_\_  
PAUL YODER  
President

  
\_\_\_\_\_  
JOSHUA W. SHAW  
Secretary

APPROVED AS TO FORM  
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

  
\_\_\_\_\_  
CHERYL FRIEDLING  
Deputy City Manager

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall provide the following services:

1. Support to lobby aggressively an average of four to five major priority issue areas at any given time, along with four to five lesser priorities as determined by CITY. Support would include proactively searching for potential legislative vehicles relating to those topics and affecting the outcome of those proposals.
2. Research and provide information to CITY on (a) state laws or proposed legislation, (b) legislative hearings, reports and testimony (c) State regulations/policies, (d) funding opportunities for proposed CITY projects, (e) technical memoranda or reports impacting CITY operations.
3. Take the lead in providing funding, grantsmanship or other program opportunities to enhance CITY's ability to receive state funding.
4. Assist in establishing relations between Councilmembers and legislative persons, including Chairs and consultants of key committees and other important decision makers.
5. Develop appropriate partnering relationships with like-minded organizations or advocacy groups which share CITY's positions on key issues.
6. Identify potential future legislative issues or opportunities that may interest CITY, and help to position CITY to benefit from new laws, programs or funding opportunities.
7. Provide CITY with copies of bills (introduced or amended) or proposals pertaining to issues of concern/interest to CITY, particularly those affecting or relating to CITY's legislative program.
8. Track said legislation, and provide CITY advance notice of hearings or critical actions relating to those bills or issues.
9. Provide "value added" services such as webinars, grantsmanship symposia, training resources, etc.
10. Prepare briefing materials; provide briefings and/or meeting space and arrange appointments with legislators and agency officials for Councilmembers and CITY staff.
11. Provide monthly reports of activities pursued or accomplished on behalf of CITY.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

Rates: The fee for the performance of the Scope of Work shall be \$6,000 per month, payable in twelve (12) monthly installments for the months of July 2012 through June 2013. This monthly fee includes reasonable expenses incurred in the performance of the Agreement, not to exceed Three Thousand Dollars (\$3,000), for a total not to exceed amount of Seventy-Five Thousand Dollars (\$75,000) per year.

Expenses reasonably incurred in the performance of this Agreement shall be billed monthly and shall include local travel, long-distance telephone charges, faxes, document reproduction, overnight delivery and courier services. Out of town travel, meals and hotel shall be reimbursed with prior written approval of CITY.

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



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/11

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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>PRODUCER</b> United Valley Ins. Svcs./ Mulholland Insurance Agency 2358 Maritime Dr., Suite 100 Elk Grove, CA 95758 Brian Mulholland	916-691-5555	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	916-691-0555	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Shaw/Yoder/Antwih, Inc. 1415 L Street Ste. 200 Sacramento, CA 95814	<b>INSURER A : Eagle West</b>		<b>NAIC #</b> 12890
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		81BAA2007780	09/24/11	09/24/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RECEIVED CITY OF BEVERLY HILLS 2011 SEP 26 P 1:52 CITY CLERK'S OFFICE

<b>CERTIFICATE HOLDER</b>  CITYOFB  City of Beverly Hills 455 North Rexford Drive Beverly Hills, CA 90210	<b>CANCELLATION</b>  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 



# CERTIFICATE OF LIABILITY INSURANCE

SHAWY-1 OP ID: A

DATE (MM/DD/YYYY)

06/22/12

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.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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>PRODUCER</b> United Valley Ins. Svcs./ Mulholland Insurance Agency 2358 Maritime Dr., Suite 100 Elk Grove, CA 95758 Brian Mulholland	916-691-5555 916-691-0555	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Shaw/Yoder/Antwih, Inc. 1415 L Street Ste. 200 Sacramento, CA 95814	<b>INSURER A : Sequoia Insurance Co.</b>		
	<b>INSURER B : Axis Insurance Company</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<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		N/A	SWP2071063	06/22/12	06/22/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Professional Liab</b> <b>Claims Made</b>			MCN000062831201	05/01/12	05/01/13	Limit 1,000,000 Retention 7,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Professional Liability retro active date 5/1/09, 5/1/10 (security and privacy liability)

RECEIVED  
 CITY OF BEVERLY HILLS  
 2012 JUN 28 P 2:49  
 CITY CLERK'S OFFICE

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF B

City of Beverly Hills  
 455 North Rexford Drive  
 Beverly Hills, CA 90210

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

# **Attachment 2**

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**PROPOSAL  
TO PROVIDE  
LEGISLATIVE ADVOCACY SERVICES  
TO THE  
CITY OF BEVERLY HILLS**

---

**SUBMITTED BY:  
SHAW / YODER / ANTWIH, INC.**

**MAY 4, 2012**

## 2. TABLE OF CONTENTS

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1. Transmittal Letter	Page 1
2. Table of Contents	Page 2
3. Introduction	Page 3
4. Sample Reports	Page 4
5. Project Management	Page 8
6. Staff	Page 12
7. Qualifications and References	Page 13
8. Cost Proposal	Page 14
9. Additional Information	Page 14
o Conflict of Interest Statement	
o Sample Reports	Appendices A, B, and C

### 3. INTRODUCTION

Shaw / Yoder / Antwih, Inc. is a Sacramento-based firm providing legislative advocacy, association management and consulting services on a broad range of government programs. The firm is well-known in Sacramento for serving local governments and transportation agencies. The team of advocates we would dedicate to the City of Beverly Hills offers the City broad local government and transportation advocacy experience, as well as experience working directly for the Legislature and local governments in key policy or funding positions. We enjoy remarkable relationships with many legislators, including your current legislative delegation. We know and work regularly with the current representative -- Senator Fran Pavley, through our many years representing the City of Santa Monica, as well as with Assembly Member Mike Feuer. We also have strong relationships with Senator Ted Lieu, who will represent the City of Beverly Hills in the future as a result of redistricting. We also have a strong relationship with Assemblymember Betsy Butler, Santa Monica Mayor Richard Bloom and Torrie Osborne, each of whom are vying to represent the City of Beverly Hills.

#### Overview of Shaw / Yoder / Antwih, Inc.

We specialize in lobbying local government, transportation, and infrastructure issues. Our local government experience allows us to form lasting relationships with local officials who, due to California's term limit laws, often move rapidly to the statehouse, where we continue to work effectively with them on a wide array of issues. In addition, because we represent many statewide associations, consisting of public and private organizations, we work regularly with all legislators, across many policy and committee areas.

Our firm's record is one of achievement and significant successes in the enactment, defeat, or amendment of legislation for our clients. We've helped our public agency clients secure millions of dollars in funding for vital projects and services, through state budget appropriations, accessing bond funds, and securing state agency grant opportunities.

We enjoy regular access to and success in working with the leadership of both parties and both Houses of the California Legislature and the Governor's Administration. The advocates we propose to work primarily on Beverly Hills issues offer a combined experience of more than 60 years in legislative representation and legislative staff service.

The Partners of Shaw / Yoder / Antwih, Inc. are pleased to emphasize the client focus of the firm. Due to the firm's relatively small client base, we are able to offer an increased scope of services to our core clients and utilize the firm's resources to tailor legislative representation programs to our individual clients' specific needs. Each one of our clients is unique and we pride ourselves on devoting the proper time and resources to each client's activities.

Our credentials include a long history of successes specifically representing cities, as well as the other forms of governmental and non-governmental entities described in the Beverly Hills RFP, including similar regional agencies, municipalities, agencies and other government and non-governmental agencies. For instance, we currently lobby for the City of Santa Monica, the City of Los Angeles, the Los Angeles County Metropolitan Transportation Authority, Los Angeles World Airports, the California Transit Association, and many other public and private sector clients.

Our work for this specific group of clients makes us particularly well-suited to represent the City of Beverly Hills. We know the Westside of Los Angeles County, we know city and municipal issues, and we know the legislators affecting Los Angeles County and city issues.

Please see the *Qualifications and References* section of our response, following, for a description of several of our most recent successes of particular interest to the City of Beverly Hills.

#### **Structure, Operations and Background**

Shaw / Yoder / Antwih, Inc. is a corporation, co-owned by Partners Joshua W. Shaw and Paul J. Yoder. (The firm was previously incorporated as Edward R. Gerber & Associates Inc., then Gerber, Shaw & Yoder Inc.). The two current Partners have owned the firm since 1998. Andrew K. Antwih was named a Partner in 2009.

The firm under its original ownership – which Mr. Shaw joined in 1990 and Mr. Yoder joined in 1993 – was founded in 1975. Since its inception, the firm has specialized in public sector clients.

The Shaw / Yoder / Antwih, Inc. firm has been providing legislative advocacy services to cities for as long as Mr. Shaw has been with the firm, including to the City of Santa Monica. Mr. Shaw became the City's primary lobbyist in 1993. We also represent the City of Los Angeles, and have been doing so since Mr. Antwih joined the firm in early 2008. In addition, the firm has serviced short-term contracts for the Cities of Benicia, Manhattan Beach, and Wasco, as well as the Independent Cities Association of Los Angeles County. Under a subcontract with a strategic partner lobbying firm, Advocation, Inc., we also occasionally work for the Cities of Chula Vista, Huntington Beach and Visalia.

Shaw / Yoder / Antwih, Inc. currently employs six registered lobbyists, one legislative assistant, and nine other professional, clerical and technical staff, many of them dedicated solely to our local government and transportation clients.

#### **4. SAMPLE REPORTS**

The *Scope of Services* section of the RFP calls for a provision of monthly reports of activities pursued or accomplished on behalf of the City.

We are pleased to show you a variety of sample reports that we have provided clients in the past, and offer to produce for the City of Beverly Hills, including above and beyond a monthly summary of activities. Please see Appendices A, B and C for the Sample Reports, which we summarize below:

- A. Weekly Reports (matrix style) – These reports display the list of bills we are currently tracking for the City, and could reflect the bill number, link to official language, author, summary, current status, scheduled hearings, recent amendments, and current position (if one has been taken by the City).
- B. Monthly Memos – These monthly memos could summarize our activities pursued or results accomplished on behalf of the City in the previous period. Our sample comes from a billing memo we submit monthly to one of our city clients.
- C. End of Session Report – This memo style report could summarize the year's accomplishments and key effort areas, and could include a summary of the most pertinent legislation we lobbied for the

City, budget actions, and regulatory actions. The Sample comes from an annual year-end report we submit to one of our city clients.

## **5. PROJECT MANAGEMENT**

Any comprehensive lobbying program – even one that will be implemented by an incumbent team of lobbyists, by a city working hard to maintain a high level of services for its citizens, and during the most extreme economic crisis in California’s history – must be periodically updated and improved based on feedback and observations from both the client and the consultant.

Our basic approach to effective advocacy will continue to be information-based: It will continue to be informed by our clients’ advocacy goals, and it will depend on our ability to deliver the right information, in real-time, to the legislators and officials making decisions affecting our clients. The Shaw / Yoder / Antwih, Inc. principals have demonstrated time and again just that ability: To get the right information to the right decision-makers in Sacramento, as well as the ability to obtain for our clients the meetings with the people they want to meet with, when they want to meet with them.

Shaw / Yoder / Antwih, Inc. proposes to provide the depth and the breadth of access to key decision makers in state government with whom the City of Beverly Hills needs to maintain positive relationships, including Senator Fran Pavley and Assembly Member Mike Feuer, as well as the legislators regularly making local government policy, and the Administration officials overseeing regulatory and funding programs vital to City services.

We also propose a proactive program of representation for you, wherein we identify bills and other legislative or regulatory developments of potential interest to the City early in the process, report those to you, and work with City staff to evaluate the impacts on the City and take action positions as appropriate to protect the City’s interests.

Our approach is also collaborative: We will seek to affiliate the City of Beverly Hills with like-minded organizations working on broader goals supportive of the City’s individual efforts. For instance, we work regularly with the League of California Cities staff, and attend the League’s City Caucus meetings on Thursdays, an opportunity for lobbyists representing various cities to gather and share information on issues of mutual interest. Many times we have obtained from League lobbyists or other city lobbyists the specific background information on legislative developments requested by clients, analyzed and characterized that data from our client’s perspective, and then packaged and reported that information to meet the needs of our clients. Additionally, we know that you are a member of the Westside Cities Council of Government (WSCCOG) – we’ve long participated with that group and coordinated with the WSCCOG cities’ lobbyists in Sacramento, through our representation of the City of Santa Monica. We believe we could strengthen that group’s effectiveness by also representing the City of Beverly Hills.

### **Day-to-Day Sacramento Representation Services**

We further propose a day-to-day program of representing the City of Beverly Hills to include delivering all the tasks set forth in the *Scope of Services* section of the City’s RFP, which we would incorporate into our contract with the City should we be lucky enough to retain your business. Additionally, we propose to carry out various tasks not specifically listed in the RFP, but which we believe would contribute to an overall effective lobbying program for the City.

Specifically, our proposed program of Sacramento legislative advocacy services for Beverly Hills includes the following, which reflects our approach to and incorporation and delivery of the tasks outlined in the City's request for proposals:

1. We would, upon being retained by the City, reach out to members of the City's staff, including the office of the City Manager and Department heads, as directed by the City, to review and refresh our legislative program for the remainder of the 2012 Legislative Year. As this is the end of two-year legislative session, we will also begin planning in the fall for the new Legislative Session that will begin in December 2012. As a result of term limits, there will be a significant amount turnover next year. This will require a new assessment of the political situation in Sacramento going forward. At all times, we will work with you to develop short- and long-term strategies to support the City's funding, administrative and policy goals.
2. We will work with your staff to translate your legislative program into specific objectives, such as introduction of or amendments to bills to further the City's goals, and the adoption of official City positions on existing legislation. We will advise on the cost impact of your proposals, and the political feasibility of such proposals. We will obtain authors for your legislative proposals when and if those emerge going forward.

We are prepared to provide sufficient support to lobby aggressively an average of 4-5 major City priority issue areas at any given time, along with 4-5 lesser priorities as determined by the City. We will proactively search for potential legislative vehicles relating to those topics and will work aggressively and strategically to affect the outcome of those measures.

3. As bills of interest to the City move through the legislative process, we would continue to aggressively communicate the City's official position on legislation to the appropriate legislators, committees and staff, including preparing and distributing letters, alerts and communiqués, preparing and delivering testimony before committees, and through personal contact with and lobbying of appropriate legislators and staff. Our emphasis, especially in terms of direct lobbying of legislators, will be on legislation identified by the City as high priority. This process will include preparing City staff and/or members of the City Council for carrying out similar activities, such as testifying before committees and meeting with legislators or administrative officials.

Throughout our tenure with the City, we will also endeavor to establish and enhance relationships between your Council members and key legislators. [When City staff or Council members visit Sacramento, we will make our office facilities available (including four conference rooms, a kitchen, WiFi computer and internet services, flat-screen TVs, and phone, fax and copying), and we will work with City staff to develop the itineraries and make lodging arrangements for City officials.] As bills move to the Governor's desk, we will communicate with the appropriate staff in the Governor's Office and in his key policy departments and agencies regarding the City's position on the bills. We will carry out a similar program on all regulatory matters of interest to the City, including lobbying Executive Branch agencies and departments.

4. On a daily basis we would continue to review every individual piece of legislation, as it is introduced or amended. We assign all of our registered lobbyists the task of reviewing every introduced bill every day, and every amendment to every existing bill every day, so that nothing

falls through the gaps. For the City of Beverly Hills, we would also use the legislative tracking tools of the League of California Cities and the specific identification of key bills conducted through the weekly City Caucus process to further bolster our efforts to report all important developments.

To give City staff an "early warning" on bills of potential interest, and to facilitate your adoption of official City positions on the most pertinent bills, we propose that you direct us to refer legislation potentially affecting the City to the appropriate City staff for further analysis and response. We specifically propose to regularly email key Department heads and their staff individual bills, with our overview comments, and ask them to complete and return to us an electronic form for each bill they determine is important to the City; this form would reflect staff's recommendations for positions, prioritization of the matter, identification of whether the City has prior policy on similar bills or whether the bill is recommended to go to the City Council, and any pertinent impact and cost data. The Deputy City Manager could then use this information to work with us on developing the City position. Of course, we would also conform our process to any preferences you've already developed with your prior lobbying team.

We also research the background of and obtain all available specialized reports and other printed information relating to key bills, and can refer that material to staff to assist in the development of City positions. We would also provide advice and analysis as necessary on the key bills identified by staff. As the City adopts positions on these introduced and amended bills, we would carry out the activities identified above, in steps 2., 3. and 4., to lobby those positions. Finally, we would track these bills in a computer database and will generate regular reports to the City, upon request, regarding the status of each of your tracked bills.

5. We would monitor and attend as necessary legislative committee and administrative agency hearings to assess the impact on the City of actions taken by these groups regarding proposed legislation or regulations. Our emphasis will be on legislation or funding developments consistent with the City's historic policy priorities, with an emphasis on the latest issues of most importance.

We will also take the lead in identifying and providing funding, grantsmanship or other program opportunities to enhance the City's ability to obtain state funding.

6. We will assist the City in developing long-term political strategies and in assessing complex political considerations – in other words, the political environment in which we will navigate your initiatives – and we will provide recommendations to respond to legislative issues as they arise, whether in the form of specific bills or as broad policy, funding or regulatory issues. Our emphasis will be on maximizing state benefits accruing to the City and opposing threats to the City's authority and funding base.
7. We would assist you in working with other public agencies and organizations to develop support for City policies, such as participation in coalition efforts to protect local government funding. The members of our team regularly interact with the staff, lobbyists and members of organizations the City already is – or, should be – partnering with, such as: the Westside Cities Council of Governments (COG), the League of California Cities; the California State Association of Counties (CSAC); the California Association of Councils of Government (CALCOG); the California Transit Association; the Association of California Water Agencies (ACWA); and, the California Mental

Health Directors Association.

8. We will maintain necessary formal and informal ongoing communications with your legislative delegation and state officials on the City's behalf. This continuing contact will ensure that legislators and staff understand that the City should be of vital concern to them, and that the City is an active participant in state efforts affecting cities, local governments, transportation, housing, social and human services, the environment and economic development policy making.
9. We will provide necessary written and oral reports on issues of importance to the City, including: telephone calls and / or emails around the clock, as needed to provide high priority alerts on breaking legislative news; weekly regularly-scheduled telephone calls for purposes of providing updates and receiving direction; and, regular written reports reflecting the latest status of each bill lobbied or being monitored by the City, on monthly, quarterly, or annual bases, as requested by the City. Such reporting also includes attendance by members of our team at periodic meetings of and presentations to City staff and / or the City Council, at your request. Our proposed lead lobbyist for the City will be your day-to-day contact, and will be responsible for coordinating these reports and all other communication with the City.
10. We will adhere to all regulations governing the activities of registered lobbyists in California, including preparing necessary Fair Political Practices Commission lobbying reports for execution by the City.

In all these activities, our focus will be on *proactively positioning the City* and *aggressively advancing* the City's initiatives and goals, i.e. we will not just *react* to what happens in Sacramento.

## Client List

The following is a list of the clients for whom we are currently registered to lobby the California state government:

Aircraft Owners & Pilots Association ♦	Lodi Gas Storage, LLC ♦
Amador County ♦	Los Angeles County Metropolitan Transportation Authority
Amador Regional Sanitation Authority ♦	Los Angeles World Airport Authority
Butte County ^	Mariposa County ♦
California Association of County Treasurers and Tax Collectors *^	Madera County ♦
California Coalition on Workers' Compensation *	National Association of Computer Consultant Businesses ♦
California Faculty Association	Pacific Maritime Association ♦
California Financial Service Providers ♦	Pacific Merchants Shipping Association ♦
California Mental Health Directors Association	Prudential, The ♦
California Moving and Storage Association ♦	Samaritan Ministries International ♦
California Tax Education Council ♦	San Joaquin Valley Unified Air Pollution Control District ^
California Transit Association *	San Mateo County Transit District
Chadmar Group, The ♦	Santa Cruz Metropolitan Transit District
Chula Vista, City of ♦	Santa Monica, City of
City/County Association of Governments of San Mateo ♦	Siskiyou County ^
County Alcohol & Drug Program Administrators of California *^	Solano County
EMS Consulting ♦	Solano Transportation Authority
Family CB & RV Camping ♦	Solid Waste Association of North America, California Chapters (SWANA)
Feather River Recreation and Park District ^	Sonoma County
FedEx Corporation ♦	Specialty Equipment Market Association (SEMA) ♦
Fluor Corporation	Tejon Ranch Corporation ♦
Fresno County	Transportation Authority of Marin
Fresno County Transportation Authority ♦	Tulare County ^
Grand Pacific Resorts ♦	Tulare County Association of Governments ^
Huntington Beach, City of ♦	Visalia, City of ♦
Kern County	Western Propane Gas Association
Korein Tillery LLC ♦	Yolo County
	Yuba County ^

\* Shaw / Yoder / Antwih, Inc. is pleased to provide both legislative advocacy and association management services to these clients.

^ Served by Strategic Local Government Services, LLC, co-owned by Shaw / Yoder / Antwih, Inc.

♦ Shaw / Yoder / Antwih, Inc. is pleased to serve these clients through our strategic alliance with Advocation, Inc.

## **6. STAFF**

### **Our Team Dedicated to the City of Beverly Hills**

To coordinate our efforts and ensure clear communication with City staff, Shaw / Yoder / Antwih, Inc. proposes Mr. Andrew K. Antwih as the City's primary legislative representative and day-to-day contact with the City – he would be our Project Manager for you. We will also make available on a regular basis Mr. Joshua W. Shaw and Mr. Gus Khouri to lobby City issues and / or provide information to the City as needed. All three will be supported by legislative assistant Anita Lee, who monitors committee and regulatory hearings, researches legislative and regulatory proposals, carries out the electronic bill referral process, tracks bills in our computer database, and otherwise facilitates information sharing with and reporting to our clients as needed. (Partner Paul Yoder, and the firm's other lobbyists, Mr. Jason

Schmelzer, and Ms. Sabrina Means are always available to the City when their specialized contacts and / or knowledge is needed by Beverly Hills.)

**Organization Chart**

<b><i>Advocate / Staff</i></b>	<b><i>Assignment</i></b>
Andrew K. Antwih 60%	Project Manager: Principal day-to-day client contact, with primary responsibility for lobbying and charting strategy.
Joshua W. Shaw Gus Khouri Paul J. Yoder 25% total	Strategic consulting and supportive advocacy as necessary.
Anita Lee 15%	Supportive advocacy as necessary. Research and legislative tracking, and assistance with written reports and other correspondence on behalf of client.

The following summarizes the background and qualifications of the team members that would most regularly serve the City.

**Joshua W. Shaw** brings to Shaw / Yoder / Antwih, Inc. more than 21 years of successfully representing local government and transportation clients before the Legislature and Administration, and is a founding Partner of the firm. Mr. Shaw is recognized as one of Sacramento's leading transportation policy advocates, having worked on behalf of statewide transportation associations, individual transportation agencies, the construction management industry, and local and regional planning agencies. Mr. Shaw also represents several of the firm's local government clients, and offers experience in a variety of policies that affect cities. Since 1993, he has been the primary advocate for the City of Santa Monica. He started his public policy career with Edward. R. Gerber & Associates, Inc. in 1990, and progressively took on more responsible roles, including being named the Executive Director of the California Transit Association in 1999. He also manages other organizations providing infrastructure financing and liability insurance tools to the transportation industry.

Mr. Shaw's government advocacy duties and experience at the firm include: drafting legislative language; reviewing, tracking and analyzing legislative bills, public laws, and agency regulations, including Federal laws; monitoring legislative committee and agency hearings; testifying at hearings; maintaining cordial and cooperative relationships with key legislators, legislative staff and committee consultants, and administrative agency staff, including in the Governor's Office; coordinating legislative strategies with other interest groups and related associations; and, maintaining liaison with clients regarding pending legislative issues and developing strategies to move client interests forward.

He just finished serving a term on the Executive Committee and Board of Directors of the American Public Transportation Association, as Vice Chair of State Affairs.

Mr. Shaw holds a Master of Arts degree in American Government and Politics & Public Administration, from the University of California at Davis, as well as a Bachelor of Arts degree in Political Science, from the University of California at Santa Barbara.

**Paul Yoder** is one of the founding Partners of Shaw / Yoder Inc., as well as of Strategic Local Government Services LLC. Mr. Yoder has been a legislative advocate for over 21 years. He began his career as a lobbyist for the County of San Diego.

In 1993, Mr. Yoder joined Gerber and Associates Inc., where he lobbied for many of the firm's public clients, including several counties, several water agencies, transit agencies, and solid waste interests, as well as the firm's corporate clients. In 1998, Mr. Yoder joined with Mr. Shaw to acquire Gerber and Associates Inc. The firm was subsequently renamed Shaw / Yoder Inc. In 2001, Mr. Yoder again partnered with Mr. Shaw in the acquisition of a second lobbying firm, Wagerman Associates, and together they completed a successful transitioning of another set of local government clients. The second firm was christened Strategic Local Government Services LLC. The two firms are co-located in Sacramento. Between the two firms, Mr. Yoder successfully represents dozens of local governmental entities both in legislative and regulatory matters.

Mr. Yoder's government advocacy duties and experience at the firm include: drafting legislative language; reviewing, tracking and analyzing legislative bills, public laws, and agency regulations, including Federal laws; monitoring legislative committee and agency hearings; testifying at hearings; maintaining cordial and cooperative relationships with key legislators, legislative staff and committee consultants, and administrative agency staff, including in the Governor's Office; coordinating legislative strategies with other interest groups and related associations; and, maintaining liaison with clients regarding pending legislative issues and developing strategies to move client interests forward.

Mr. Yoder holds a Bachelor of Arts degree in English Literature, from Yale University. He is currently a candidate for a Master of Arts degree in Public Policy and Administration, at the California State University at Sacramento.

**Andrew K. Antwih** is the newest Partner with Shaw / Yoder / Antwih, Inc., joining the firm in 2008, he was named Partner in 2009. He offers years of experience as one of Sacramento's most respected Capitol staffers, a wealth of policy and budget knowledge, wide-ranging political contacts, and acknowledged and admired advocacy skills, honed most recently as Mayor Antonio R. Villaraigosa's Chief Legislative Representative for the City of Los Angeles.

Before joining Shaw / Yoder / Antwih, Inc., Mr. Antwih oversaw a comprehensive local government lobbying effort in all areas of state public policy of interest to the City of Los Angeles, including a focus on the City's transportation infrastructure, homeland security, education, water, and economic development needs. In that role, Mr. Antwih advised and developed legislative strategy for the Mayor's Office, City Council, and City Departments; he negotiated with state regulatory departments, boards and commissions on behalf of the City; he coordinated the City's grant funding requests; he formed coalitions with local governments and other groups with similar goals; and, he worked through the Mayor's office to engage City departments in the preparation, analysis, revision, support and/or defeat of state legislation.

During his 12-and-a-half years working as a legislative staffer in the state Capitol, Mr. Antwih's policy work in progressively more responsible positions included health and human services, governmental

organization, insurance and transportation. Mr. Antwih's last position in the Capitol was Chief Consultant to the Assembly Transportation Committee where he served for more than eight years, developing a rich understanding of the complex funding, planning and programming issues facing the state, regional and local transportation agencies and private sector companies in California.

While with the City of Los Angeles, Mr. Antwih was one of the lead lobbyists on a team of advocates serving the Los Angeles County Metropolitan Transportation Authority. His experience on that team, plus his years working on transportation policy in the Capitol, provides a unique advantage to the City of Beverly Hills in furthering its transportation goals.

Mr. Antwih, a South Los Angeles native, began his career in the Legislature in 1994 as a Senate Fellow, shortly after graduating with a Bachelor of Arts degree in Government from Pomona College.

**Gus Khouri** joined the Shaw / Yoder / Antwih, Inc. team as a lobbyist in 2006. Prior to joining the firm, he served in the Legislature for nearly eight years, most recently as a Senior Consultant to the Assembly Transportation Committee. His primary responsibilities on the Committee were: preparing analyses and providing research on complex legislation in the transportation policy field, including briefing the Committee Chair, Committee Member staff, and Speaker's staff, as well as providing vote recommendations; acting as liaison with various state agencies, such as the California Transportation Commission, the Department of Transportation (Caltrans), the California Highway Patrol, Department of Motor Vehicles, and legislative staff, to craft, amend or monitor legislation as it moved through the process; organizing informational hearings on various transportation issues; and, staffing Assembly Member Jenny Oropeza on the Appropriations Committee, as well as on issues regarding revenue and taxation, labor, and information technology.

Mr. Khouri organized informational hearings and was the Assembly Transportation Committee's point person on negotiations with respect to the 2006 Transportation Infrastructure Bond package (Propositions 1A and 1B). In addition, Mr. Khouri assisted in crafting language for the completion of the San Francisco-Oakland Bay Bridge re-financing deal.

Before that, Mr. Khouri was a Senior Consultant to Assembly Member Rebecca Cohn for three years and a Legislative Assistant to Assembly Member George Nakano for two years; in both offices he advised the Members on transportation issues. He has also worked on several campaigns for legislative office.

Mr. Khouri holds a Master of Arts degree in Government, from the California State University at Sacramento, as well as a Bachelor of Arts degree in Political Science, from University of the Pacific.

**Anita Lee** joined the firm in November 2011. She is the Legislative Assistant at Shaw / Yoder / Antwih Inc. Ms. Lee's responsibilities include supporting the Partners and their clients in their legislative advocacy efforts, assisting in the development of legislative language; reviewing, tracking and analyzing legislative bills; drafting position letters; conducting legislative referrals and research; and monitoring legislative committee and agency hearings.

Prior to joining Shaw / Yoder / Antwih Inc., Ms. Lee was a legislative aide and a Jesse M. Unruh Assembly Fellow for Assemblymember Tom Ammiano. During her time in the State Capitol, Ms. Lee drafted and staffed legislation on several policy issues including education, public safety, health and the California Environmental Quality Act (CEQA). Ms. Lee also staffed and prepared the Assemblymember for votes in

Assembly Education Committee, and on the Assembly Floor. Ms. Lee is a San Francisco native, and holds a Bachelor of Arts degree in Political Economy, from the University of California, Berkeley.

## **7. QUALIFICATIONS AND REFERENCES**

Our whole team's contacts in the Capitol and in the Governor's Administration position us to deliver high quality Sacramento legislative advocacy results to the City of Beverly Hills. These include, but are not limited to, the Chairs, Vice Chairs and staff and consultants of key legislative committees in each House overseeing issues of concern to the City of Beverly Hills, such as Local Government, Transportation, Appropriations, Environmental Quality, Natural Resources and Water, as well as the Governor's Business, Transportation & Housing Agency, Department of Transportation, California Transportation Commission, California Air Resources Board, California Integrated Waste Management Board, Department of Toxic Substances Control, Department of Water Resources, State Water Resources Control Board, Department of Housing and Community Development, and Department of Health Services.

Shaw / Yoder / Antwih, Inc. has been proud to represent the City of Beverly Hills since August 2009. Below is a brief **overview of the services we have provided to the City of Beverly Hills:**

### **2009**

- Provided information to City staff regarding current pension reform efforts.
- Researched potential efforts to revise Low-Income housing development procedures.
- Provided research and prepared letter to State Board of Equalization regarding allocation of local sales taxes.
- Flagged, monitored and provided updates on AB 524 (Bass), anti-paparazzi bill.
- Prepared letter to Governor Schwarzenegger and key legislators regarding state water policy.

### **2010**

- Provided initial summary and ongoing updates regarding the Governor's budget proposal, which included pension reform and an auto speed enforcement proposal, originally proposed by the City of Beverly Hills.
- Researched and provided information on Anthem Blue Cross rate increases, Iran divestment, storm water fees, DUI penalty enhancement, tobacco prevention, a proposed constitutional convention initiative and other issues of interest to the council.
- Provided update on impact of state budget on local transportation funding and public safety (HUTA and COPS) funding to the City of Beverly Hills.
- Monitored and provided updates on public transparency bills introduced in the wake of the City of Bell scandal.
- Coordinated a meeting for members of the council with Bob Stern from the Center for Governmental Studies, a state expert on initiative reform.
- Researched concerns regarding CA Energy Commission distribution of federal stimulus (ARRA) funds and reported to City staff.
- Worked with stake holders and assisted in defeating TOT legislation multiple times during the legislative session, which would have a detrimental impact to the City's finances.

## 2011

- Provided updates on State Budget proposals.
- Researched and prepared memo summarizing recently-released federal census data for the city.
- Worked with legislative delegation and Governor's office to secure resolutions for outgoing Councilmembers Jimmy Delshad and Nancy Krasne.
- Met and briefed Councilman Brien on state budget and transportation issues in Sacramento.
- Continued providing updates on potential pension reform efforts.
- Researched and tracked progress of potential TOT legislation, which again would have detrimental impacts to the City's finances.

## City of Los Angeles

- Enacted SB 292 (Padilla) LA stadium bill signed. Farmer's field. Great economic impact to City of Los Angeles.
- Enacted AB 105 (Budget) – Reenacts the gas tax swap after voter approval of Propositions 22 and 26, thereby protecting tens of millions of dollars annually to the City of LA through the Highway User's Transportation Account (HUTA). Also relieved Los Angeles from the Proposition 42 Maintenance of Effort (MOE) requirement.
- Defeated AB 1377 (Butler) - LAWA police. This bill was forced into a 2-year bill. Bill would have granted peace officer status to LAWA police similar to LAPD. Would have had enormous fiscal impact to City revenues, including future pension obligations.
- Defeated AB 455 (Campos) public agency personnel boards. Would have diminished the power of Mayor's to appoint members of the Board.
- Enacted AB 1128 (Furutani) – Strongly supported by the Port of LA -- signed into law (despite opposition from the State Department of Finance).
- Defeated SB 446 (Dutton): Ontario airport bill. This bill was forced into a 2-year bill. Author did not have the votes to move this bill due to City of LA's opposition. Bill could have facilitated the transfer/sell of Ontario airport from the City of LA/LAX.
- Enacted AB 1298 (Blumenfield) – Expands the ability of local governments to regulate advertising on motorized and non-motorized vehicles on public streets.

## City of Santa Monica

- Sponsored and secured enactment of legislation to continue the green energy credit for local governments, resulting in annual savings of \$200,000.
- Secured legislation directing Caltrans to relinquish a portion of State Route 12 to the City, in addition to securing a \$6 million payment for maintenance.
- Helped secure legislation allowing the City to maintain redevelopment revenues after the Northridge Earthquake at their pre-disaster level.
- Helped secure a low income housing grant of \$3.3 million from the state Department of Housing and Community Development.
- Helped secure over \$1.5 million in Transportation Enhancement Activities funds from the California Transportation Commission.

## **References**

Please feel free to contact these clients relative to the Shaw / Yoder / Antwih, Inc. advocacy services:

### **Los Angeles World Airports**

Government Affairs Division  
1 World Way, 8<sup>th</sup> Floor  
Los Angeles, CA 90045  
Mark Adams, Chief Government Affairs Division  
(424) 646-5030

### **Los Angeles, City of**

770 L Street  
Suite 490  
Sacramento, CA 95814  
Alex Esparza, Legislative Representative  
(916) 321-5500

### **Santa Monica, City of**

1685 Main Street  
Santa Monica, CA 90401  
Kate Vernez, Assistant to the City Manager, Community and Government Relations  
(310) 458-8301

For each of these clients, we have provided a scope of services substantially similar to that called for in the City of Beverly Hills's RFP.

## **8. COST PROPOSAL**

Our proposed cost to serve the City of Beverly Hills is based on the notion that government advocacy is simultaneously a regular and ongoing effort but also subject to cyclical periods of more or less intensity. That's why we don't propose to bill an hourly rate, but, rather, an annual retainer billable in monthly installments.

Our proposal further rests on these specific assumptions:

- There will be some weeks we work significantly more hours for the City than other weeks.
- We will invest as much time and effort as necessary to tend to issues that affect the City.
- Our expertise and experience is valuable to the City; in some instances, the effort we expend or the activity we pursue to advantage the City will be successful due to our expertise and experience, and to the relationships we have spent years cultivating, rather than due to the exact length of time it will take us to transact certain business on your behalf – to use a real-world government advocacy example, sometimes a few strategically timed phone calls or quick meetings with us with the right highly-placed officials or staff will be worth as much or more to you than seven or eight

hours spent by us monitoring one policy committee hearing.

- There will be administrative and support staff in our firm expending some level of effort to further the purposes of the lobbyists' efforts (delivering letters, inputting data into computer databases, etc.); we will *not* bill separately these individuals to the City of Beverly Hills— rather, their costs are contemplated in the overall flat fee we quote below.

We believe we can continue to deliver the proposed scope of work in the City of Beverly Hills RFP, and the services described in our proposal, for with no change in our current fee. Specifically, we propose a total not-to-exceed annual fee of \$72,000 in the first year, payable in 12 monthly installments of \$6,000.

This figure includes all expenses we might incur in service to the City, including postage, messaging, travel, etc. (We would hope to negotiate with you a mutually satisfactory schedule of travel, for instance to the City to report to City staff and/or the Council, such that we can expect to limit unplanned or prohibitively high costs throughout the year.)

To ensure continuity and certainty for both parties, we propose that the agreement shall provide for an annual cost-of-living-adjustment after the first year (20012), based on a consumer price index to be negotiated and of mutual agreement to the City and Shaw / Yoder / Antwih, Inc.

While a multi-year agreement would be preferable, we would also be pleased to continue our relationship with the City of Beverly Hills by entering into a one-year agreement, and anticipate that the City would want to continue retaining us after that time.

## **9. ADDITIONAL INFORMATION**

The RFP describes the City's Conflict of Interest policy. Shaw / Yoder / Antwih, Inc. fully intends to comply with that policy. However, as noted above, we do currently represent the cities of Los Angeles and Santa Monica and the Los Angeles County Metropolitan Transportation Authority. While we believe our effort for the City of Beverly Hills would be synergistic with and supportive of the goals and efforts of our existing cities, and good for the Westside of Los Angeles County in general, there is technically always the possibility of some sort of conflict.

If such a situation should arise, our loyalty must be to our clients engaged prior in time (first Santa Monica, then Los Angeles). We therefore hope you would understand, and should we be lucky enough to receive your business, we would ask that you negotiate a mutually agreeable provision for incorporation into our final agreement that spells out a clear conflict of interest policy and process, one that protects your City's interests and also honors our prior commitments. We suggest this would include early notification to all parties of any potential conflict, a communication between the parties in an attempt to resolve the issue, and, failing that, permission to Shaw / Yoder / Antwih, Inc. to recuse its lobbyists from representing Beverly Hills on that issue only. If such a case were to arise, and if the communication failed to resolve the issue, we would work with you to find a qualified firm to represent you on that issue, and we would endeavor to minimize or eliminate the cost to you.

Sample Weekly Report

City of Beverly Hills Sample Bill Matrix  
As of 5/3/2012

Bill ID/Topic	Location	Summary	Position
<p><b><u>AB 2231</u></b> <b><u>Fuentes D</u></b></p> <p>Sidewalks: repairs.</p>	<p>ASSEMBLY APPR. 4/26/2012 - Re-referred to Com. on APPR. pursuant to Assembly Rule 96.</p>	<p>Existing law requires the owners of lots or portions of lots fronting on any portion of a public street or place to maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition that will not interfere with the public convenience in the use of those works or areas, except as to those conditions created or maintained by persons other than the owner. This bill would require a city, county, or city and county to repair any sidewalk out of repair or pending reconstruction if that sidewalk is owned by the local entity, or if the repairs are required as a result of damage caused by plants or trees. The bill would prohibit a city, county, or city and county from imposing an assessment for these sidewalk repairs against the owner of private property fronting on any portion of a sidewalk. The bill would make these provisions applicable to charter cities and counties. This bill contains other related provisions and other existing laws.</p> <p><b>Last Amended on 4/23/2012</b></p>	<p>Oppose</p>
<p><b><u>SB 1303</u></b> <b><u>Simitian D</u></b></p> <p>Vehicles: automated traffic enforcement systems.</p>	<p>SENATE THIRD READING 5/2/2012 - Read second time. Ordered to third reading.</p> <p>5/3/2012 #65 SENATE SENATE BILLS-THIRD READING FILE</p>	<p>Existing law authorizes the limit line, intersection, or other places where a driver is required to stop to be equipped with an automated enforcement system, as defined, if the system meets certain requirements. Existing law authorizes a governmental agency to contract out the operation of the system under certain circumstances, except for specified activities, that include, among other things, establishing</p>	<p>Oppose</p>

		<p>guidelines for selection of location. A violation of the Vehicle Code is a crime. This bill would require that those requirements include identifying the system by signs posted within 200 feet of an intersection where a system is operating. The bill would require that automated traffic enforcement systems installed as of January 1, 2013, be identified no later than January 1, 2014. The bill would require the governmental agency that operates an automated traffic enforcement system to develop uniform guidelines for specified purposes and to establish procedures to ensure compliance with those guidelines. The bill would require, for systems installed as of January 1, 2013, that a governmental agency that operates an automated traffic enforcement system establish those guidelines by January 1, 2014. The bill would require the governmental agency to adopt a finding of fact establishing the need for the system at a specific location for reasons related to safety for those systems installed after January 1, 2013. This bill contains other related provisions and other existing laws.</p>	
<p><b>SB 1330</b> <b><u>Simitian D</u></b></p> <p>License plate recognition technology: use of personal information.</p>	<p>SENATE APPR. 5/1/2012 - Read second time and amended. Re-referred to Com. on APPR.</p>	<p>Existing law authorizes the Department of the California Highway Patrol to retain license plate data captured by license plate recognition (LPR) technology for not more than 60 days unless the data is being used as evidence or for the investigation of felonies. Existing law prohibits the department from selling the data or from making the data available to an agency that is not a law enforcement agency or an individual that is not a law enforcement officer. This bill would apply similar requirements to persons, as defined, who use LPR technology and would additionally require, among other things, compliance with all applicable statutory and constitutional</p>	<p>Oppose</p>

		<p>requirements, and disclosure to a law enforcement agency only pursuant to a search warrant, except as specified. The bill would require a law enforcement agency that obtains data pursuant to a search warrant to notify the person whose information is disclosed that his or her records have been obtained. The bill would authorize a person whose information is sold or disclosed in violation of these provisions to bring a civil action and would entitle the person to recover any and all consequential and incidental damages, including all costs and attorney's fees. This bill contains other existing laws.</p> <p><b>Last Amended on 5/1/2012</b></p>	
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**Sample Monthly Report**

**Date:** January 9, 2012

**To:** Cheryl Friedling, Deputy City Manager  
City of Beverly Hills

**From:** Andrew Antwih, Partner  
Anita Lee, Legislative Assistant  
Shaw / Yoder /Antwih, Inc.

**Re:** California State Budget 2012-2013

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On January 5, 2012, Governor Brown released his 2012-2013 budget plan five days early from the expected January 10, 2012 legislative deadline. The proposed budget based its estimates on figures from the Department of Finance's (DOF), which estimated that for the 2012-13 fiscal year, the total state debt will be \$9.2 billion.

Governor Brown's proposed budget plans to implement a total of \$10.3 billion in cuts, predominantly targeting health, human services, and education. Additionally, the proposed budget assumes that voters will pass the Governor's ballot measure, which is expected to raise taxes by \$7 billion. The proposed budget assumes that the cuts and the additional tax revenue will create a balanced budget and a \$1.1 billion reserve.

The Governor's ballot measure proposes an income tax increase of up to 2 percent on high-income earners and millionaires for five years and a temporary one-half cent sales tax increase. However, if the voters reject the Governor's tax measure in November, an additional \$5.4 billion in trigger cuts would occur, creating additional cuts to K-12 schools, higher education, courts, fire protection and a variety of parks services.

The Governor's proposed budget includes a comprehensive package of reorganization and eliminations of two state agencies, 39 state entities and nine programs. Reorganization and eliminations that are of interest to the City of Beverly Hills include:

**State Library Funding**

- The 2011-2012 State Budget eliminated \$15.9 million in General Fund support for California State Library Programs, such as the Public Library Foundation, English Acquisition and Literacy Program, and California Library Services Act. In order to conform to the decrease in associated administrative workload, the Governor's 2012-2013 proposed budget further reduces state library funding, cutting \$1.1 million in Non-Prop 98 General Fund money.

**Environmental**

- Transfers the Department of Resources, Recycling and Recovery (CalRecycle) back to the California Environmental Protection Agency.
- Eliminates the Department of Boating and Waterways and transferring the functions into the Department of Parks and Recreation.
- Reduces the number of Regional Water Boards from nine to eight as well as reducing the number of members on the boards from nine to seven.
- Consolidates the Colorado River Board within the Natural Resources Agency.
- Eliminates the Salton Sea Restoration Council.
- Eliminates the State Geology and Mining Board and transfer its responsibilities to various existing offices.

### **Transportation**

- Consolidates CalTrans, Department of Motor Vehicles (DMV), the High Speed Rail Authority, the Highway Patrol, the California Transportation Commission and the Board of Pilot Commissioners into a newly created Transportation Agency.
- Eliminates the Office of Traffic Safety, which distributes federal grants to state, county, city and other entities, and would transfer duties to the DMV. The functions of the department of Boating and Waterways would be transferred to the Department of Parks and Recreation.

### **Consumer Services**

- A new agency will include the Departments of Consumer Affairs, Housing and Community Development, Fair Employment and Housing, Alcoholic Beverage Control, and the new restructured Department of Business Oversight.
- Transfers the functions of the California Housing Finance Agency to the Department of Housing and Community Development.

### **Employer and Employee Agencies**

- Transfers the Fair Employment and Housing Agency under a newly created Business and Consumer Services Agency.
- Transfers the Public Employees' Retirement System under a newly created Government Operation Agency.
- Eliminates the Fair Employment and Housing Commission and transfers its functions to the Department of Fair Employment and Housing.

### **Gas Tax Rate Adjustment**

- Under the 2010 Gas Tax Swap, the gasoline excise tax (HUTA) is adjusted each year to keep the Gas Tax Swap revenue neutral. In the 2011-2012 fiscal year, the rate is set at 35.7 cents per gallon. The 2012-2013 budget assumes a rate of 35 cents, but the actual 2012-2013 rate will be set by the Board of Equalization prior to March 1.

### **Pensions**

- In October 2011, the Governor released a 12-point pension reform plan, which proposes changes that impact both state and local pensions. According to the Department of Finance, this proposal will cut taxpayer's costs in half for providing pensions to state workers.

**Sample End of Session Report**

June 23, 2011

To: Cheryl Friedling, Assistant City Manager, City of Beverly Hills

From: Andrew K. Antwih, Partner, Shaw / Yoder / Antwih, Inc.

Re: Shaw / Yoder / Antwih, Inc. summary of activities on behalf of the City of Beverly Hills

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Shaw / Yoder / Antwih, Inc. is a Sacramento-based firm providing legislative advocacy, association management and consulting services on a broad range of government programs. Shaw / Yoder / Antwih, Inc. is a corporation, owned by Partners Joshua W. Shaw and Paul J. Yoder. The two current Partners have owned the firm since 1998 with Andrew K. Antwih named a Partner of the firm in 2009.

Shaw / Yoder / Antwih, Inc. specializes in lobbying transportation, infrastructure and local government issues. Our firm's record is one of achievement and significant successes in the enactment, defeat, or amendment of legislation for our clients.

Shaw / Yoder / Antwih, Inc. has been proud to represent the City of Beverly Hills since August 2009. Below is a brief overview of the services we have provided to the City of Beverly Hills for the years 2010 and 2011.

**2010/2011**

- Identified, monitored and prepared letters for bills of interest to the City on an ongoing basis.
- Provided initial summary and ongoing updates regarding the Governor's budget proposal, which included pension reform and an auto speed enforcement proposal, originally proposed by the City of Beverly Hills.
- Researched and provided information on Anthem Blue Cross rate increases, Iran divestment, storm water fees, DUI penalty enhancement, tobacco prevention, a proposed constitutional convention initiative and other issues of interest to the council.
- Provided update on impact of state budget on local transportation funding and public safety (HUTA and COPS) funding to the City of Beverly Hills.
- Monitored and provided updates on public transparency bills introduced in the wake of the City of Bell scandal.
- Coordinated a meeting for members of the council with Bob Stern from the Center for Governmental Studies, a state expert on initiative reform.

- Researched concerns regarding CA Energy Commission distribution of federal stimulus (ARRA) funds and reported to City staff.
- Worked with stake holders and assisted in defeating TOT legislation multiple times during the legislative session, which would have a detrimental impact to the City's finances.
- Provided updates on State Budget proposals.
- Researched and prepared memo summarizing recently-released federal census data for the city.
- Worked with legislative delegation and Governor's office to secure resolutions for outgoing Councilmembers Jimmy Delshad and Nancy Krasne.
- Met and briefed Councilman Brien on state budget and transportation issues in Sacramento.
- Continued providing updates on potential pension reform efforts.
- Researched and tracked progress of potential TOT legislation, which again would have detrimental impacts to the City's finances.

# **Attachment 3**

# Overview of Services Provided to Beverly Hills by Shaw/Yoder/Antwih, Inc.

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## 2009

- Provided information to City staff regarding current pension reform efforts.
- Researched potential efforts to revise Low-Income housing development procedures.
- Provided research and prepared letter to State Board of Equalization regarding allocation of local sales taxes.
- Flagged, monitored and provided updates on AB 524 (Bass), anti-paparazzi bill.
- Prepared letter to Governor Schwarzenegger and key legislators regarding state water policy.

## 2010

- Provided initial summary and ongoing updates regarding the Governor's budget proposal, which included pension reform and an auto speed enforcement proposal, originally proposed by the City of Beverly Hills.
- Researched and provided information on Anthem Blue Cross rate increases, Iran divestment, storm water fees, DUI penalty enhancement, tobacco prevention, a proposed constitutional convention initiative and other issues of interest to the council.
- Provided update on impact of state budget on local transportation funding and public safety (HUTA and COPS) funding to the City of Beverly Hills.
- Monitored and provided updates on public transparency bills introduced in the wake of the City of Bell scandal.
- Coordinated a meeting for members of the council with Bob Stern from the Center for Governmental Studies, a state expert on initiative reform.
- Researched concerns regarding CA Energy Commission distribution of federal stimulus (ARRA) funds and reported to City staff.
- Worked with stake holders and assisted in defeating TOT legislation multiple times during the legislative session, which would have a detrimental impact to the City's finances.

## 2011

- Provided updates on State Budget proposals.
- Researched and prepared memo summarizing recently-released federal census data for the city.
- Worked with legislative delegation and Governor's office to secure resolutions for outgoing Councilmembers Jimmy Delshad and Nancy Krasne.
- Met and briefed Councilman Brien on state budget and transportation issues in Sacramento.
- Continued providing updates on potential pension reform efforts.
- Researched and tracked progress of potential TOT legislation, which again would have detrimental impacts to the City's finances.

## 2012

- Provide ongoing updates and analyses of the State Budget, and all relevant budget trailer bills. Highlighted key areas that are of interest to the City of Beverly Hills, including the Governor's plan for reorganization and elimination of several agencies and departments, and changes to the gas tax rate adjustment (HUTA).
- Successfully opposed AB 904 (Skinner) which would have created parking guarantees for infill development projects. The bill was held in Senate Governance and Finance Committee, July 6<sup>th</sup> was the last day for policy committees to hear and report bills, and as a result, this bill is effectively dead.

## Overview of Services Provided to Beverly Hills by Shaw/Yoder/Antwih, Inc.

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- Successfully opposed Senate Bill 1330 (Simitian) regarding license plate recognition technology. Met and worked in partnership with the League of California Cities and local law enforcement groups who were all opposed to the bill. The author requested the bill be moved to the inactive file, and as a result the bill is effectively dead.
- Opposed SB 1303 (Simitian) on automated traffic enforcement system.
- Joined a coalition with cities and counties to oppose AB 1551 (Torres), which proposes to exempt certain public safety officers from a requirement to report accidents that occur in a personal vehicle to a personal insurance provider and instead report those accidents to the employer. This shift of liability for accidents involving personal vehicles from individuals to public employers (cities, and counties) creates additional costs on cities and counties.
- Provided timely updates and memos regarding library funding, including the Governor's trigger cuts for January 2012, as well as the restoration of \$4.7 million in funding to the California State Library Act, and the California Literacy and English Acquisition Services.
- Researched and met with key legislative staff regarding the disabled parking placards issue. Worked with key legislative staff regarding SB 1123 (DeLeon) to address the City's issues. Also met with Assemblymember Ma's staff as she previously authored similar legislation.
- Provide, on an ongoing basis, memos, analysis, and detailed information regarding the Governor's proposed pension reform and its applicability and costs to local governments. We also continue to provide updates regarding the negotiations between Democratic Leadership, the Assembly Speaker and Senate President Pro-Tempore, and the Governor.
- Provide memos and updates regarding the Governor's ballot initiative to increase the Personal Income Tax and the statewide sales tax over a five-year period.
- Provide updates and analysis regarding the local impact of proposed budget cuts to public libraries that were implemented on January 1<sup>st</sup>.
- Flagged, monitored, drafted position letters on several measures of interest to the City, including letters of opposition to AB 2231 (Fuentes) on sidewalks repairs, which the City took an opposed position on.
- Established meetings with Senator Lieu and Assemblymember Butler whose legislative district will include the City of Beverly Hills in the future once the newly reapportioned districts take effect.