

Infrastructure/IIJA Funding

Orange County will continue to advocate for its fair share of funding from the federal Infrastructure Investment and Jobs Act (IIJA) and other appropriations for critical infrastructure and environmental/coastal sustainability projects, including, but not limited to, John Wayne Airport modernization, broadband connectivity, road and bridge improvements, and coastal restoration projects.

Flood Control & Coastal Erosion Sustainability Funding

Orange County will advocate for proposals and funding that facilitate the development of flood control infrastructure, including, but not limited to, the Santa Ana River Mainstem and Westminster-East Garden Gove Flood Management Projects. Additionally, the County will prepare for hazardous climate impacts by supporting efforts that protect its environmental and coastal resources; promote sustainable and climate resilient technology; and strengthen the infrastructure in place to effectively prepare, mitigate and respond to disasters and emergencies.

III. FEDERAL AGENCIES/ISSUES OF INTEREST TO THE COUNTY**A. Army Corps of Engineers**

1. Flood Control Infrastructure Program Funding
2. Water Resources Infrastructure Project Funding & Reauthorization

B. Centers for Medicare and Medicaid Services (CMS)

1. CMS Waivers
2. Medicaid Funding
3. 42CFR/HIPAA Privacy Regulations
4. Medicaid Inmate Exclusion

C. Customs & Border Protection

1. John Wayne Airport Port of Entry Designation

D. Cyber Security & Infrastructure Security Agency

1. Cybersecurity Risk Prevention Program Funding

E. Department of Defense

1. Base Realignment & Closure Act Conveyance – Tustin & El Toro Military Bases

F. Department of Energy

1. San Onofre Nuclear Generating System-Removal of Spent Nuclear Fuel Storage

G. Department of Health & Human Services

1. TANF and Workforce Innovation and Opportunity Act Programs
2. Foster care regulations-Title IV-E, Families First Prevention Services Act
3. Social Services Block Grant Funding
4. Opioid Epidemic Response
5. Homelessness Response Funding
6. OC CARES Program Funding

H. Department of Homeland Security

1. State Homeland Security Grant Program
2. Orange County Intelligence Assessment Center
3. Urban Area Security Initiative

I. Department of Housing and Urban Development

1. Housing Choice Vouchers
2. Mentally Ill Housing
3. Veterans Housing
4. Housing Assistance Payment (HAP) Funding
5. Workforce Development Funding
6. Sober Living Facility Regulations
7. OC CARES Program Funding

J. Department of Justice

1. State Homeland Security Grant Program
2. Orange County Intelligence Assessment Center & Regional Fusion Centers
3. Urban Area Security Initiative
4. Opioid Epidemic Response
5. Sober Living Facility Regulations
6. OC CARES Program Funding
7. Base Realignment & Closure Act Conveyance – Tustin & El Toro Military Bases

K. Department of Veterans Affairs

1. Veterans Services Office
2. Southern California Veterans Cemetery
3. Veterans Housing

L. Environmental Protection Agency

1. Permit Assistance
2. Clean Water Act
3. Coastal Resiliency & Sustainability Program Funding
4. Clean Energy Infrastructure Program Funding
5. John Wayne Airport PFAS Cleanup Funding

M. Federal Aviation Administration

1. FAA Metroplex
2. Transportation Financial Liability
3. Airport Infrastructure Funding
4. PFAS
5. Airport Improvement Program Funding & Eligibility

N. Federal Emergency Management Agency

1. Public Health Emergency and Disaster Response Funding and Reimbursement

O. Substance Abuse & Mental Health Services Administration

1. Substance Use Disorder and Mental Health Services Funding
2. OC CARES Program Funding

P. Transportation Security Administration

1. John Wayne Airport TSA Exit Lane Funding
2. TSA Canine Reimbursement

IV. GENERAL REQUIREMENTS:

- A. Develop and, with Board approval, implement an effective Federal advocacy strategy and annual legislative program to:

1. Influence proposed federal laws and regulations as they relate to County programs and operations, including enacting legislation which accomplish specific County goals; and
 2. Identify opportunities to increase funding for County priorities, programs and operations. Contractor will be proactive in opposing legislation or statutes that may have a negative impact on funding.
- B. Research and provide information to the County on such matters as:
1. Federal Budget: Prepare written reports and analysis of Federal Budget actions and their impact on the County.
 2. Federal legislation: Monitor all bills of interest to the County and take action on such legislation as directed by the County Executive Office. For bills or amendments passed into law that affect the County, Contractor shall monitor the implementation of those laws and advise the County on the action needed to ensure proper implementation and compliance.
 3. Funding opportunities and availability.
 4. Congressional hearings, reports and testimony.
 5. Federal regulations, guidelines, directives and other administrative policies, both proposed and adopted.
 6. Technical memoranda and reports impacting County operations.
- C. Assist the County in developing strong relationships with the County's congressional delegation, congressional leaders and the Administration. This includes developing a target list of key influencers from both parties in the Congress and proactively developing relationships between these members and County leaders.
- D. Maintain regular communication with the County Executive Office regarding issues of importance to the County Board of Supervisors, the County Executive Officer, and Department heads.
- E. Provide the County Executive Office with timely reports during session and on an "as needed" basis when the Congress is not in session.
- F. Draft and/or assist in drafting materials, correspondence, legislation, amendments, and resolutions to advocate in support of the County's legislative goals, including (if necessary) obtaining sponsorship of bill(s) or amendment(s) to bill(s) consistent with the legislative agenda and Platform approved by the County Board of Supervisors.
- G. Provide logistical support to arrange appointments and meetings with members of the Congress, Administration, and Federal agencies, as needed. This includes preparing talking points and/or briefing materials as needed.
- H. No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.
- I. Perform other related duties as mutually agreed upon.

V. DELIVERABLES/REPORTS**A. Legislation**

1. Contractor shall provide weekly written updates to be presented to the Board of Supervisors at scheduled Board of Supervisors meetings and individual briefings as requested.
2. Contractor shall maintain regular, but not less than weekly, contact with the County Executive Officer or designee, including the Director of Government and Community Affairs and/or Director of Legislative Affairs in particular, to fully understand the County's needs, desires, interests and policies, relevant to activity in Washington, D.C.
3. Contractor shall follow the current County of Orange Legislative Affairs Program guidelines as adopted by the Board of Supervisors. This document includes specific direction to the County's legislative advocates and describes the duties expected to be performed.
4. Contractor shall provide ongoing program development support to the Legislative Affairs Unit including, but not limited to, Legislative Platform development, legislative coordinator training, support in development of program guidelines including identification of best practices and metrics to monitor success of County's advocacy program.
5. Contractor shall attend weekly (or more frequent) virtual briefings with County Executive Officer (CEO) or designee, Legislative Affairs Unit and/or Board of Supervisors staff.
6. Contractor shall seek out, identify and report to the County on proposed legislation, policies, regulations, and administrative actions, which would or potentially could impact County governments generally and/or Orange County specifically.
7. Contractor shall identify and maintain a list of bills of interest/concern to the County, and regularly provide an updated status report on each bill to the Legislative Affairs team.
8. Contractor shall provide assistance to County staff and private contractors employed by the County in drafting testimony on proposed federal legislation, policies or regulations which could impact the County of Orange.
9. Contractor shall work with the Legislative Affairs Unit to arrange business meetings, local travel arrangements and logistical meeting arrangements in Washington, D.C. for the Board of Supervisors and/or County staff and members of Congress and/ or regulatory and administrative agencies. Additionally, Contractor shall be available to provide staff support when Board members and/or County staff travel to Washington, D.C. to further the County's federal advocacy program.
10. Contractor shall testify on behalf of the County on Board of Supervisors' adopted positions on proposed legislation when appropriate.
11. Contractor shall provide written monthly reports along with each professional services invoice to the County detailing the nature and extent of the services or actions taken and status on behalf of the County, as well as reporting on issues in Washington, D.C. that may impact County governments in general or Orange County specifically. Contractor acknowledges that monthly invoices for professional services will not be submitted for approval if the monthly activity report is not included. may be required to brief Board members in both public and individual meetings.
12. Contractor shall travel to Orange County at least once per quarter and as may be additionally requested to meet with the Board of Supervisors and the County Executive Office to provide updates on its progress toward the County's federal legislative priorities and other projects as requested by the Board of Supervisors and/or the County Executive Office.

13. Contractor shall monitor, review and provide ongoing advice on the appropriations process, including alerting the County on proposals which could impact federal funding for critical county services. Contractor shall propose advocacy strategies for the County to effectively lobby on proposals including messaging, target audiences and other tactics as needed.
14. Contractor shall engage with the County in advance of the budget appropriations process to identify and prepare for Member Community Funding (“Earmarks”). This includes, but not is limited to, identifying new funding opportunities based on Congressional priorities, developing an advocacy strategy, arranging tours, and drafting and submitting delegation member request forms.
15. Contractor shall draft correspondence, briefing papers, talking points, and other materials necessary to assist in advocacy efforts on behalf of the County.
16. Contractor shall assist in the Legislative Platform development and approval process. This includes, but is not limited to, travel to Orange County to meet with the Board of Supervisors, the County Executive Office and department heads to understand potential issues for inclusion and provide input in the Platform development.
17. Contractor shall assist in drafting legislation, amendments, and resolutions that further the interests of the County, as well as establish a strategy for securing sponsors and co-sponsors for such legislative initiatives.
18. Contractor shall establish strategies to defeat or amend legislation and regulations unfavorable to the interests of the County.

B. Grants

1. Contractor shall propose and provide a robust grant funding strategy to assess and identify existing grant opportunities based on departments’ current funding priorities and identify strategies for new opportunities. Responsibilities shall include:
 - a. Drafting application forms as required by the appropriate committee of jurisdiction.
 - b. Developing and maintaining relationships with funding agencies.
 - c. Drafting and distributing letters of support from delegation members.
 - d. Collaborating with proper stakeholders to gain support for grant applications.
 - e. Providing ongoing training/feedback to County departments on guideline development.
2. Contractor shall notify the Legislative Affairs Unit on potential grant opportunities (recurring and competitive) on a weekly basis via email.
3. Contractor shall report annually to the Legislative Affairs Unit on the number of grant opportunities identified for each department.

**ATTACHMENT B:
COST/COMPENSATION**

Attachment A

- I. COMPENSATION:** This is a **fixed fee** Contract between County and Contractor for Federal Legislative Advocacy Services as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the total Contract amount specified below unless authorized by amendment in accordance with Paragraphs P and C of the Contract Terms and Conditions.**

II. FEES:

A.

Description	Monthly Fees	Annual Amount*
Year 1	\$ 20,000	\$240,000
Year 2	\$ 20,000	\$240,000
Year 3	\$ 20,000	\$240,000

B. Travel Expenses included

C. Travel expenses include airfare, car rental, parking and hotel accommodations. Meals are not included under travel expenses and are hereby excluded from this Contract.

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, state or federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. CONTRACTOR EXPENSE:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. Contractor may be entitled to reimbursement for the following, upon prior approval by County:
- 1) The actual costs of special equipment to be rented, leased or purchased by Contractor for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in advance in writing by the County Project Manager.

- 2) Other actual costs and/or payments specifically approved and authorized in writing by County Project Manager and actually incurred by Contractor in performance of this Contract.
- 3) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - a. Airfare, lodging and any other necessary travel-related expenses.
- 4) Cost of copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 5) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 6) All reimbursable expenses must be itemized on Contractor invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. Contractor is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VIII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor’s name and address
- B. Contractor’s remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

Attn: County Executive Office/Legislative Affairs
 400 W Civic Center Dr., 5th Floor
 Santa Ana, CA 92701
 Attn: Peter DeMarco

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

Attachment A

I. KEY PERSONNEL

Name	Classification/Designation	Year of Experience	Years with Company	Professional Licenses or Credentials
Christopher Townsend	President	40	25	Registered Federal Lobbyist
Cori Takkinen	Vice President	15	13	Registered Federal Lobbyist
Ben Goldeen	Federal Advocacy Manager	13	3	Registered Federal Lobbyist
Alex Gibbs	Grants Manager	11	9	Registered Federal Lobbyist
Joseph Melo	Senior Associate	10	1	Registered Federal Lobbyist
Sammi Maciel	Associate	7	3	Registered Federal Lobbyist

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.