

# Agenda



## County of Inyo Board of Supervisors

Board of Supervisors Room - County Administrative Center  
224 North Edwards  
Independence, California

**NOTICE TO THE PUBLIC:** This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

**June 21, 2022 - 8:30 A.M.**

**AMENDED**

1. ***PUBLIC COMMENT ON CLOSED SESSION ITEM(S)***

### **CLOSED SESSION**

2. ***CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6*** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Leslie Chapman, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

**OPEN SESSION** (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.
3. **PLEDGE OF ALLEGIANCE**
  4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
  5. **PUBLIC COMMENT** (Comments may be time-limited)
  6. **COUNTY DEPARTMENT REPORTS**
  7. **INTRODUCTION** - Supervisor Kingsley will introduce Brenda Ling, new Superintendent at Manzanar National Historic Site, to the Board.

**CONSENT AGENDA** (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

8. **County Administrator** - Request Board approve a letter of support for the Silver Peaks Apartment project, and authorize the Chairperson to sign.
9. **County Administrator - Economic Development** - Request Board approve Amendment No. 2 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2023 in an amount not to exceed \$101,000, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
10. **County Administrator - Information Services** - Request Board approved and authorize the Chairperson to sign proposed Resolution No. 2022-21 and direct the Eastern Sierra Council of Governments to apply for broadband consortia funding allocated under the California Advanced Services Fund in order to re-establish the Inyo-Mono Broadband Consortium.
11. **County Administrator - Public Defender** - Request Board approve the agreement between the County of Inyo and LexisNexis, a division of RELX Inc. of Dallas, TX, for the provision of a subscription for access to Legal information in an amount not to exceed \$17,892 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Senior Budget Analyst to sign.
12. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Bakersfield Recovery Services, Inc. of Bakersfield, CA for the provision of residential alcohol and drug treatment in an amount not to exceed \$30,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign the contract and QSO/BA Agreement, contingent upon all appropriate signatures being obtained.
13. **Health & Human Services - First 5** - Request Board approve the contract extension between the County of Inyo and First 5 California of Sacramento, CA for the provision of home visiting coordination funding in an amount not to exceed \$90,772.92 for the period of December 9, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

14. **Probation** - Request Board approve the Memorandum of Understanding between the County of Inyo and Inyo County Superior Court for funding of Probation staff and expenditures related to the "expanded pretrial release program," for the term June 22, 2022 through June 30, 2023 and renewed annually, contingent upon the Board's approval of future budgets, and authorize the Chief Probation Officer to sign, contingent upon all appropriate signatures being obtained.
15. **Public Works** - Request Board approved Resolution No. 2022-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Rehabilitation of a Portion of Cactus Flats Road Project," and authorize the Chairperson to sign.
16. **Sheriff** - Request Board approve proposed Ordinance 1280 titled, "An Ordinance of the Inyo County Board of Supervisors Adopting the Inyo County Sheriff's Office Policy Regarding Military Equipment Pursuant to AB 481."

**DEPARTMENTAL** (To be considered at the Board's convenience)

17. **County Administrator** - Request Board:
  - A) Amend the Fiscal Year 2021-2022 Water Department Budget #024102 as follows: increase appropriation in Operating Transfers Out (5801) by \$85,624 (*4/5ths vote required*);
  - B) Amend the Fiscal Year 2021-2022 Parks & Campgrounds Budget #076999 as follows: increase estimated revenue in Operating Transfers in (4998) by \$85,624 (*4/5ths vote required*);
  - C) Amend the Fiscal Year 2021-2022 General Revenues and Expenditures Budget #011900 as follows: increase appropriation in Operating Transfers Out (5801) by \$85,624 (*4/5ths vote required*); and
  - D) Amend the Fiscal Year 2021-2022 CAO-ACO Budget #010201 as follows: increase estimated revenue in Operating Transfers In (4998) by \$85,624 (*4/5ths vote required*).

**AMENDED**

18. **Board of Supervisors** - Request Board:
  - A) Receive a presentation from the Big Pine Paiute Tribe of the Owens Valley with information about the Fish Springs Fish Hatchery, and then recess; and
  - B) Reconvene at 1 p.m. at 215 Fish Springs Rd., Big Pine (Fish Hatchery parking lot) for a tour of the proposed project site and additional discussion.

*(It is advised that tour attendees wear comfortable clothes, shoes, and hats, and bring sunscreen.)*

**COMMENT** (Portion of the Agenda when the Board takes comment from the public and County staff)

19. **PUBLIC COMMENT** (*Comments may be time-limited*)

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo

## County Administrator

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Meaghan McCamman

**SUBJECT:** Letter of support for the Silver Peaks Apartment Project

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**RECOMMENDED ACTION:**

Request Board approve a letter of support for the Silver Peaks Apartment project, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Visionary Home Builders of California (VHB) is the Developer working to build the Silver Peaks Apartments, a 72 unit multi-family apartment complex at 935 Spruce St. in Bishop, CA. VHB is seeking financing from the California Department of Housing and Community Development (HCD) by applying in response to the Multifamily Finance Super Notice of Funding Availability. VHB has requested a letter of support from the relevant jurisdictions, including the City of Bishop and County of Inyo, to include in their application.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Board has supported Silver Peaks in the past by authorizing HHS to identify the apartments as Inyo County's No Place Like Home Project, and secure \$500,000 and \$50,000 for the project.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to approve a letter of support for the Silver Peaks Apartments. This is not advised, as it may negatively impact VHB's ability to secure funds for the project.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This will help VHB secure state funding; no County funds are requested at this time.

**ATTACHMENTS:**

1. Inyo County Letter of Support for Silver Peaks Funding 06.21.22

**APPROVALS:**

Meaghan McCamman

Created/Initiated - 6/15/2022



Darcy Ellis  
Leslie Chapman  
John Vallejo  
Amy Shepherd

Approved - 6/15/2022  
Approved - 6/16/2022  
Approved - 6/16/2022  
Final Approval - 6/16/2022



EL CAMINO SIERRA

BOARD OF SUPERVISORS  
COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD  
DAN TOTTEROH  
JEFF GRIFFITHS  
RICK PUCCI  
JENNIFER ROESER  
MATT KINGSLEY

LESLIE CHAPMAN  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

June 21, 2022

California Housing & Community Development  
2020 West El Camino Avenue  
Sacramento, CA 95833

**RE: Support for Permanent Affordable Housing Development in Bishop, CA**  
**PROJECT: Silver Peaks, 935 Spruce Street, Bishop, CA 93514**

On behalf of the Inyo County Board of Supervisors, I write today in support of Silver Peaks Limited Partnership's development of a 72-unit affordable housing project in Bishop, CA. This project will add desperately needed permanent affordable housing to our community.

As of today, there are only 31 affordable units in the City of Bishop, and 19 of those are at risk of conversion to market rate. Adding an additional 72 units of affordable housing will alleviate housing market pressure, provide an alternative to chronic homelessness, and facilitate access to supportive services. The Silver Peaks development is located in a high-opportunity area in Inyo County's most populous town – within walking-distance to jobs, shopping, transit, and County Services.

This is an ideal project for our community, and we hope just the first of many projects that we can build in our region.

We believe that affordable, safe housing is the key to addressing significant social determinants of health and will have a positive impact on client health and wellness. We strongly support Silver Peaks Limited Partnership's grant application and highly encourage a favorable decision.

Sincerely,

Supervisor Dan Totheroh, Chair  
Inyo County Board of Supervisors



# County of Inyo



## County Administrator - Economic Development

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Amendment 2 to Contract with The Ferguson Group LLC

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 2 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2023 in an amount not to exceed \$101,000, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On June 26, 2018, your Board approved a three-year contract with The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County. The Ferguson Group was one of nine firms submitting proposals to the County in response to a formal Request for Proposals. A review committee comprised of two members of the Board, the Inyo County Public Works Director, Inyo County Counsel, and County Administrator independently reviewed and then met to rank and score each proposal. The Ferguson Group emerged from the process as the highest-ranked respondent.

The original contract, for a total amount not to exceed \$303,000 (\$101,000 per year), expired June 30, 2021 and was extended another year by Amendment No. 1 approved in May 2021. Included in the contract is a provision that allows the County, in its sole discretion, to annually elect to continue the agreement for another 12 months beyond the original term. The contract also provides the County and The Ferguson Group the option to extend the contract for another five years, at the end of the original 36 months, on terms mutually agreed upon. For now, your Board is asked to extend the contract with The Ferguson Group another 12 months, after which a five-year extension will be considered.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the contract amendment, modify the contract amendment, or direct the issuance of another RFP. None of these alternatives are recommended.

**OTHER AGENCY INVOLVEMENT:**

The Ferguson Group engages federal agency officials and staff as well as the County's congressional delegation to obtain funding for priority projects identified by your Board.

**FINANCING:**

Funding for this contract is included will be included in the Fiscal Year 2022-2023 Budget under Advertising County Resources.

**ATTACHMENTS:**

1. Ferguson Group Contract Amendment 2
2. Ferguson Group Contract Amendment 1
3. Ferguson Group Contract

**APPROVALS:**

Darcy Ellis  
John Vallejo  
Amy Shepherd  
Leslie Chapman

Created/Initiated - 6/13/2022  
Approved - 6/14/2022  
Approved - 6/14/2022  
Final Approval - 6/16/2022

**AMENDMENT NUMBER   2   TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 to June 30, 2021.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

**1. Paragraph 2. TERM is amended to read as follows:**

"The term of this Agreement shall be from July 1, 2018 to June 30, 2023, unless sooner terminated as provided below."

**2. Paragraph 3.D. Limit Upon Amount Payable Under Agreement is amended to read as follows:**

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed \$101,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit."

///NOTHING FOLLOWS\\

The effective date of this Amendment to the Agreement is July 1, 2022.

All the other terms and conditions of the Agreement are unchanged and remain the same. County of Inyo

Standard Contract – No. 119

**AMENDMENT NUMBER   2   TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

  16   DAY OF   June  ,   2022  .

COUNTY OF INYO

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

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

CONTRACTOR

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

  W. Roger Gwinn, CEO    
\_\_\_\_\_  
Type or Print

Dated:   June 16, 2022

**AMENDMENT NUMBER 1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Federal Advocacy Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 through June 30, 2021.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

"The term of this Agreement shall be from July 1, 2018 to June 30, 2022, unless sooner terminated as provided below."

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.

All the other terms and conditions of the Agreement are unchanged and remain the same.




AMENDMENT NUMBER 1


AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
7th DAY OF July, 2021.

COUNTY OF INYO

By:   
Dated: 07-07-2021

CONTRACTOR

By:   
Signature  
W. Roger Gwinn, CEO  
Type or Print  
Dated: 05/27/2021

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26<sup>th</sup> day of June 2018 an order was duly made and entered as follows:

*CAO – TFG, LLC  
Federal Advocacy  
Services*

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve a contract between the County of Inyo and The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County, for the period of July 1, 2018 through June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year), subject to the Board's approval of future County budgets, and authorize the County Administrator to sign, contingent on all appropriate signatures being maintained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26<sup>th</sup>  
Day of June, 2018



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisor

A handwritten signature in black ink, appearing to read "Kevin D. Carunchio".

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

<i>Routing</i>
CC Purchasing Personnel Auditor CAO X Other: DATE: June 26, 2018



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

13

Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** June 26, 2018

**SUBJECT:** Federal Advocacy Services Contract

**DEPARTMENTAL RECOMMENDATION:**

Request your Board consider a contract between the County of Inyo and The Ferguson Group LLC for the provision Federal Advocacy Services on behalf of the County, for the period of July 1, 2018, June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year) subject to the approval of future County Budgets, and authorize the County Administrator to sign contingent on all signatures being obtained.

**SUMMARY DISCUSSION:**

As reported on June 5<sup>th</sup>, the County issued a Request For Proposal for Federal Advocacy Services focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. The RFP also noted that although not the primary purpose of the engagement, from time-to-time, the Federal Advocacy Services required by the County may extend to policy and regulatory matters. A copy of the RFP (without attachments) is included here.

The RFP resulted in nine (9) proposals being submitted to the County by the June 11<sup>th</sup> deadline. A review committee comprised of two members of your Board (Supervisors Griffiths and Pucci), the Inyo County Public Works Director, Inyo County Counsel, and the Inyo County Administrator independently reviewed each proposal, and met on June 14<sup>th</sup> to score and rank each proposal based on the evaluation criteria and using the evaluation process specified in the RFP.

The Ferguson Group emerged from this process as the highest-ranked respondent, and its proposal (along with the RFP) are incorporated in the scope of work of the contract being presented today for your consideration.

If your board approves the contract, staff will begin to working with TFG to prepare federal funding and legislative priorities for your Board to consider at a meeting with TFG representatives later this summer.

**ALTERNATIVES:**

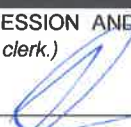
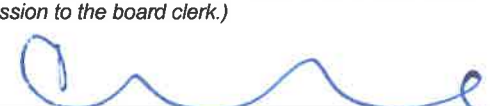

Your Board could choose not to approve the contract, modify the contract, consider submittals made by other respondents, reject all proposals, or direct that the RFP be reissued. None of these alternatives are recommended.

**OTHER AGENCY INVOLVEMENT:**

If engaged, the federal services advocate will engage federal agency officials and staff, and the County's congressional delegation to obtain funding for priority projects identified by your Board.

**FINANCING:**

Funding for this contract is included in the Fiscal Year 2018- 2019 Preliminary Budget considered by your Board next week, and will need to be provided in future year's budgets.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>06/14/2018</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>6/19/2018</u> Date <u>06/19/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved:  Date <u>06-18-2018</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 06-18-2018  
(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the federal advocacy services of The Ferguson Group, LLC (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2018 to June 30, 2021, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum of eight thousand (\$8,000) dollars per month for performance of all of the services and completion of all of the work described in Attachment A on a monthly basis.

B. Travel and per diem. Contractor will be reimbursed a maximum of five thousand dollars (\$5,000) per fiscal year for the travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed three hundred three thousand dollars (\$303,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment B and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be



considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

## **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996,

and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:  
County Administrative Officer  
PO Drawer N,  
Independence, CA 93526

Contractor:  
The Ferguson Group, LLC  
1901 Pennsylvania Avenue, N.W. Suite 700  
Washington D.C. 2006

**26. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SCOPE OF WORK:

**SEE ATTACHED:**

- A. Inyo County Request for Proposals; and
- B. Contractor's Proposal dated June 11, 2018.

In the event of any conflicts between these documents, the order of precedence shall be (1) the express terms of this Agreement, (2) Contractor's June 11, 2018 Proposal, and (3) Inyo County's Request for Proposals.

**A AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
19<sup>th</sup> DAY OF JUNE, 2018.

**COUNTY OF INYO**

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

Dated: 06-26-2018

**CONTRACTOR**

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

Signature

W. ROGER GWINN

Type or Print Name

Dated: JUNE 19, 2018

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

RECEIVED

2018 JUN -8 PM 3:51

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

tfg

Proposal to the  
County of Inyo, CA  
for Federal  
Advocacy Services

June 11, 2018



RECEIVED

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# Proposal to the County of Inyo, California for Federal Advocacy Services

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

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# Recent Engagements

## Our History

The Ferguson Group LLC (TFG) is a bipartisan government relations consulting firm founded in 1982 in Washington, DC. We provide federal advocacy services to approximately 94 public and private entities in 22 states, including counties, cities, public works agencies, and joint powers authorities. We also advocate on behalf of national organizations focused on federal issues directly impacting local government: the National Association of Towns and Townships, the Manufacturing Alliance of Communities, and the Perfect Storm Communities Coalition.

For 36 years, TFG has represented local communities on federal issues in Washington, DC, where the firm is headquartered. TFG is unique in that, in addition to our main office in Washington, DC, we maintain local and regional offices in key locations to better serve the interests of clients located in those areas, including California. The address and contact information for our main office is:

The Ferguson Group, L.L.C.  
1901 Pennsylvania Avenue, N.W.  
Suite 700  
Washington D.C. 2006  
(202) 331-8500  
[www.thefergusongroup.com](http://www.thefergusongroup.com)

## TFG Focus

TFG provides federal government relations services to forward-thinking local governments seeking to advance or protect their interests at the federal level. We have a demonstrated track record of responding to our clients' needs while also identifying and developing strategies to address emerging issues and opportunities. We focus primarily on issue areas of direct interest to Inyo County, including but not limited to the following:

- Community and economic development.
- Telecommunications and broadband.
- Water and wastewater infrastructure development, planning, funding, and financing.
- Land use issues as impacted by federal policy and permitting.
- Transportation policy and funding, including transit, highway funding, and rail safety.
- Public safety, law enforcement, and fire services.
- Clean Water Act, Endangered Species Act and Safe Drinking Water Act regulations.
- Housing, homelessness, and social services, including veterans' affairs.
- Municipal government finance and revenue protection.

## Commitment to California

It is important to note our Congressional and agency relationships are not limited to offices "inside the Beltway." We work regularly with key officials and staff in Congressional district offices and federal agency staff in local and regional offices. TFG has particularly strong ties to California. Our first clients were in



**The Ferguson Group**  
Advocacy. Consulting. Grants.



June 11, 2018

Mr. Kevin Carunchio  
County of Inyo  
Office of the County Administrator  
P.O. Drawer N  
Independence, CA 93526

Dear Mr. Carunchio:

On behalf of The Ferguson Group, LLC (TFG), I am pleased to submit the enclosed proposal to the County of Inyo, CA for Federal Advocacy Services. Headquartered in Washington, DC, TFG specializes in representing local governments before Congress and the Administration. We pride ourselves on our ability to serve public sector clients of all sizes, which keeps us among the top independent lobbying firms in Washington.

For over 35 years, TFG has been the preeminent provider of federal government relations advocacy to local governments seeking to advance or protect their interests in Washington's complex legislative and regulatory arenas. Our knowledge of Congress and the Administration, and how they can work collaboratively with local governments, provides our clients with a unique strategic advantage that sets them up for success. As the Congressional ban on "earmarks" continues to be enforced, TFG has successfully adapted to changes in the federal budget process and has expanded the grant services we provide our clients. As such, our clients consistently enjoy a positive return on their investment in federal lobbying services.

Most importantly, TFG has particularly strong ties to California. Our first three clients in 1982 were California cities and, over the years, we have developed an unparalleled working knowledge of how to effectively represent California communities in Washington, DC. Our California presence gives us a unique opportunity to engage in unmatched levels of communication and collaboration with the County. Most notably, we have identified Kristi More to serve as the lead lobbyist for Inyo County's team. Her direct and personal knowledge of your history, heritage, and goals will enable her to represent the County in Washington like no other lobbyist could.

I attest to you that the information provided in this proposal is accurate, and that I am authorized to execute binding legal documents on the firm's behalf. TFG is a firm committed to building strong, prosperous communities across the country, and we hope to put our expertise to work for Inyo County. If you have any questions, please do not hesitate to call me directly at (202) 331-8500 or contact me via email at [rgwinn@tfgnet.com](mailto:rgwinn@tfgnet.com). Please note the firm's mailing address on this letterhead. Thank you for the consideration.

Sincerely,

W. Roger Gwinn  
CEO

California and remain clients of the firm today. We have maintained offices in California continuously since 1991, and over the years we have developed an unparalleled working knowledge of the opportunities, challenges, and needs facing California local governments. Our California connections benefit our clients, particularly in recent years, as decision making authority within many relevant federal agencies has been entrusted to local and regional offices of the federal agencies.

## Firm Experience and Client Successes

After representing local communities for 36 years, TFG's list of accomplishments and successes on behalf of our clients is quite extensive. The following examples are provided as case studies for work we have performed over the past five years that is relevant to the County's goals and priorities. We chose to highlight a few examples of our work on economic development, housing, public safety and law enforcement, transportation, and water resources projects, which we believe most directly relate to the goals of Inyo County. Expanded information on additional client successes can be provided upon request.

## Economic Development

TFG has a long history of successfully identifying federal programs and finding creative opportunities to secure funds for community and economic development projects. Almost every aspect of TFG's representation of local governments touches on economic development. From improved transportation and water infrastructure, to downtown revitalization projects, to increased community services and housing options, we have helped bring significant resources to our clients to help them build their local economies.

**Sutter County, California – Stakeholder-Based Economic Development Initiative.** TFG worked with Sutter County staff, the County's elected officials, and the local Economic Development Corporation to launch the SutterForward initiative. SutterForward expands on the Economic and Demographic Analysis Report that TFG provided the County, and incorporates input from stakeholders, local businesses, and citizens into the economic development strategy. As the facilitator of the SutterForward initiative, TFG leads public stakeholder meetings and working groups, and will conduct a Talent Gap Analysis to identify job training and education goals that will help support the current and future workforce in the County. The SutterForward process also analyzes projects identified in the County's General Plan and incorporates them into a strategic federal funding and grants work plan that will help support the economic and workforce goals of the initiative.

**Cumberland County, ME – Food Systems Planning.** Cumberland County secured \$25,000 in FY 2015 planning funds from USDA's Local Food Promotion Program. TFG assisted the County in identifying and scoping a project, as well as drafting and submitting the narrative. The project will produce a food system plan that will examine 15 existing rural food economies, the present state of local agriculture, and current initiatives at the local level. The resulting plan will identify the highest potential opportunities for increasing local food sales.

**Loudoun County, VA – General Services Administration.** Prior to 2007, Loudoun County was included in the Washington, DC per diem non-standard rate area (NSA). The County is now designated as its own NSA with a significantly lower per diem rate. Working with the County and with Congressional support, TFG partnered with the U.S. Department of Transportation, the Metropolitan Washington Airports Authority (MWAA), and the local travel and tourism board to help GSA develop an appeals process for how a particular per diem boundary is set. After significant work with both political and career personnel at GSA, we are awaiting publication of the final rule on such an appeal.

## Housing and Community Development

TFG continues to advocate for federal resources to support housing and community development priorities in local communities, including Section 8 project reserves, Federal Housing Administration loan threshold, and funding for Department of Housing and Urban Development (HUD) programs (i.e. CDBG, McKinney Act and HOME).

**City of Newark, New Jersey – Training and Education Center.** The Newark, NJ Housing Authority approached TFG for assistance in funding the construction of Weequahic Park East Training Recreation Education Center (TREC), a state-of-the-art, 28,000 square foot facility capable of providing space for educational classes, community meetings and fitness activities. TFG helped the Housing Authority draft, edit and apply to the HUD's Capital Fund Education and Training Community Facilities program. The Housing Authority's \$5 million grant was the largest single award provided by this HUD program in recent years.

**City of Oceanside, California – Veterans Housing.** The City of Oceanside, CA sought assistance from TFG to address the specific needs of both homeless and low-income veterans in their community. The veteran population was on the rise and the Oceanside Housing Authority was struggling to provide adequate services to this population. TFG assisted by working with the City and several local organizations to gather data specifically on housing assistance needs for military veterans and their families separating from active duty from the U.S. Marine Corps at Camp Pendleton and/or the U.S. Naval Installation in San Diego. TFG then coordinated a meeting with key officials at HUD, which resulted in identifying additional federal partners to engage and provide details on available federal resources. The City's Housing Authority applied for HUD Veterans Affairs Supportive Housing (VASH) vouchers to distribute to qualified Oceanside-based veterans and was awarded 40 vouchers for the first time. Due to the success of the housing authority's efforts to provide vouchers to the veterans, they were subsequently awarded an additional 45 tenant-based vouchers the following year.

**City of Roseville – Homeless Assistance and Veterans Assistance.** The City of Roseville has undertaken a positive and forward-thinking effort to develop an understanding of regional homelessness to find meaningful ways to address this important issue, especially as it relates to homeless veterans. TFG helped coordinate meetings with top officials at HUD and the Veterans Administration (VA) to discuss Roseville's efforts and to find ways to work with HUD and VA to assist those in need. The City and VA continue to make positive steps forward, including facilitating easier meetings for veterans with caseworkers by providing meeting space at City facilities.

## Public Safety and Social Services

TFG staff are experts in Department of Justice (DOJ) and Department of Homeland Security (DHS) programs, which provide funding for local governments. Our work is focused on assisting our clients in the preparation of grant applications and developing working relationships with key DOJ and DHS officials.

**Charles County, MD – Hiring Funds for Sheriff's Office.** Shortly after being hired by the County in 2016, TFG prepared for the Charles County Sheriff's Office a COPS Hiring grant application. The Sheriff's Office was awarded \$375,000 to hire three Sheriff's deputies. This was the first successful grant application for the Sheriff's Office after numerous attempts.

**Loudoun County, VA – Personal Protective Equipment.** In 2016, the Loudoun County Fire, Rescue and Emergency Management Department received a \$2,000,000 award from the Assistance to Firefighter (AFG)



Grant Program. The award allowed the Department to purchase Self Contained Breathing Apparatus (SCBA) for firefighting personnel. TFG assisted the County throughout the entire grant process.

**City of Fairfield, CA – Retention of Police Officers.** When funding became available through the DOJ's COPS Hiring Program to hire and retain police officers, the Fairfield Police Department had just suffered through a two-year period that saw nearly 18 full-time positions eliminated. TFG worked with the Fairfield Police Department to submit an application to this grant program and gathered political support for the funding request. The Department was awarded \$1.8 million in grant funding, which enabled it to retain five officer positions that were slated to be cut in the upcoming local budget.

## Transportation

TFG has been involved in federal transportation issues since our inception. In fact, our first clients engaged us to specifically address federal and local transportation issues they were facing. TFG has helped our clients secure billions of dollars in federal authorizations, appropriations and grants, and has been involved in every highway authorization bill enacted by Congress.

**El Paso County, CO – TIGER Planning Grant.** TFG helped El Paso County, CO, secure a \$1.2 million TIGER planning grant. TFG professionals worked with the County from the project's inception to application submission to craft a winning application with significant political support. To accommodate Fort Carson's ongoing expansion, El Paso County is working with the U.S. Army to reopen a gate to provide alternate access to the base's military training infrastructure. The roads leading to this gate are in substandard condition and are unable to support expected traffic resulting from the reopened gate. The project will develop conceptual design and preliminary engineering for rehabilitation of the two roads impacted by the reopening. TFG continues to assist El Paso County on the implementation of the TIGER grant project and is working with the County, regional partners, DOT, and the Congressional delegation to position the project for future TIGER funding.

**Butte County Association of Governments, CA – Transit and Maintenance Facility.** TFG helped the Butte County Association of Governments (BCAG) secure one of the largest grants of the fiscal year from the Federal Transit Administration's State of Good Repair grant program. The \$18 million was used to construct the Butte Regional Transit Operations and Maintenance Facility, which allowed BCAG to expand transit operations in the County. TFG assisted BCAG throughout the entire grant application process including advance preparation for the project, generation of political support, draft of the grant application, and final review. The project represented the seventh-largest award in the nation and the highest award for a rural community.

**City of Greenville, NC – New Interstate Designation.** TFG worked with Greenville's Congressional Delegation, the U.S. Department of Transportation, the North Carolina Department of Transportation (NCDOT), and the American Association of State Highway and Transportation Officials (AASHTO) to get a road leading into Greenville designated as a future interstate highway. The City is the largest in the state of North Carolina that does not have direct interstate highway access. We coordinated with all parties to secure a Memorandum of Understanding between NCDOT, the Governor's Office and the Federal Highway Administration that the project will meet interstate standards within 25 years. On a parallel track, Greenville's bipartisan Congressional Delegation introduced a bill that designates the road a future interstate. TFG facilitated this effort using our Congressional, federal agency, AASHTO, and state and local relationships. Future Interstate 587 was approved by then-Transportation Secretary Anthony Foxx on November 21, 2016.

## Water Resources and Infrastructure

TFG has extensive experience with water resources issues, particularly water infrastructure development, planning and implementation, flood control, harbors, ports, environmental restoration, and shore protection. In addition to securing federal funding assistance, TFG's water resources practice provides strategic counsel in the legislative and regulatory arenas.

**San Luis Obispo County, CA – Los Osos Wastewater Facility.** The community of Los Osos is required to improve wastewater facilities to prevent polluted waters from leaching from thousands of private septic systems into Morro Bay National Estuary. The County was originally barred from competing for grant funding under USDA's Rural Utilities Service (RUS) grants and loans because Los Osos exceeded the regulatory population limit. TFG worked with the County to accurately define the area of benefit and worked with the County's Congressional Delegation to secure legislation providing a population limitation waiver to Los Osos. This action allowed the County to compete for USDA funding, resulting in the largest Recovery Act grant and loan provided by RUS. In addition to environmental and water supply benefits, the project provides opportunity for economic development by way of planned and approved build-out of the area served by the project.

**Multiple Clients – Development of WIFIA.** On behalf of our water clients, TFG was active in advocating for legislative language in the Water Resources Reform and Development Act (WRRDA) that created a new Water Infrastructure Finance and Innovation Act (WIFIA). TFG advocated for a program that allowed our clients to participate in financing opportunities that are affordable and fit their needs. We also wanted to ensure that the State Revolving Fund (SRF) programs were not diminished by a new WIFIA program. Innovative financing tools, like WIFIA, will create opportunities for public agencies to save money by providing access to federally-backed, low-cost, long-term financing. The savings to a local government from WIFIA are significant. WIFIA can reduce the annual debt service cost for financing public works water projects by an estimated 20 percent or more compared to traditional municipal financing.

**North Bay Water Reuse Program, CA – Water Reuse Funding.** TFG worked with the North Bay Water Reuse Program, a regional group composed of seven public utility agencies in Napa, Sonoma and Marin Counties, to secure \$3.8 million in federal competitive grant assistance through the Bureau of Reclamation's WaterSMART program. The funds are being used as part of a program to recycle up to 3,757 acre-feet of water per year for beneficial uses in agriculture, irrigation and habitat restoration. In Napa, the funding will help complete a pipeline project that will provide up to 1,000 acre-feet of water per year for irrigation uses and agriculture. The Sonoma County portion of the funding will complete a 3.5-mile pipeline near the Sonoma-Napa County border that will deliver recycled water to help restore 640 acres of former salt ponds. The Salt Marsh project is one of the largest wetland restoration projects in the West.

## City of Los Angeles Work

TFG, nor any of the individuals identified for the Inyo County advocacy team, have ever performed any direct services on behalf of the City of Los Angeles or the Los Angeles Department of Water and Power. In the interest of full disclosure, TFG staff, outside of the Inyo County advocacy team, represent the Southern California Public Power Authority (SCPPA), which is a joint powers agency, representing 11 publically owned electric utilities and one irrigation district – one entity of which is the Los Angeles Department of Water and Power. Our work for SCPPA is solely focused on power-related issues.



# Key Personnel

## Inyo County Advocacy Team

TFG’s approach to staffing is to assemble a team of individuals who, by education, training and professional experience, are best positioned to provide the greatest value to the client. One team member is selected as the client manager and serves as the primary point of contact, oversees distribution of work, and ensures quality work product for the client. TFG’s professional team works closely together and draws from the expertise of other TFG professionals who are not specifically assigned to the client to provide incomparable service to the client.

Understanding the County’s current federal priorities and needs, TFG proposes the following Team for Inyo County. Full resumes can be supplied upon request. In addition to your designated team, the County will have access to all members of TFG’s professional staff. Biographies of all members of the firm can be found on our website at [www.thefergusongroup.com](http://www.thefergusongroup.com).

Team Member	Responsibilities
<b>Kristi More</b> <b>Managing Partner for Strategic Development</b>	Kristi will serve as the team leader and main point of contact to the County.
<b>Roger Gwinn</b> <b>Chief Executive Officer</b>	Roger will assist the County on water and natural resource issues with a specific emphasis on federal funding for water infrastructure.
<b>Jennifer Imo</b> <b>Managing Partner for Client Services</b>	Jennifer will assist the county on transportation issues with a specific emphasis on the Federal Aviation Administration and airport services.
<b>David Hoover</b> <b>Senior Advisor</b>	David will assist the County on all issues related to broadband, communications, and fiber infrastructure and deployment.
<b>Stephanie Missert</b> <b>Senior Associate</b>	Stephanie will assist the Client Manager on all of the County’s priorities with a particular specialty in rural and natural resource issues.
<b>Heidi Schott</b> <b>Senior Associate</b>	Heidi will be responsible for overseeing all grant preparation, development, and submission for the County. She will also support the County on economic development initiatives.



## Kristi More

### Managing Partner for Strategic Development

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Kristi More joined TFG in 2000 and specializes in transportation, water, economic and rural development, agricultural, and federal funding for local governments. She is a former staff assistant for a California state representative; intern for the District of Columbia Office of the Corporation Counsel, concentrating on legal and legislative issues concerning the abuse and neglect of children and the elderly; and intern for the California Cattlemen's Association, focusing on land, water, and air quality concerns surrounding the beef industry.

Kristi is based in TFG's Northern California office and primarily works on behalf of local governments and public agencies in the Western United States. Since joining TFG, Kristi has concentrated on expanding the firm's services to small, rural areas. Born and raised in a small, rural county in California (population 20,000) that is abundant in natural resources and federal lands, Kristi understands the delicate balance rural counties face when trying to address the needs of their citizens. Kristi has worked to develop working relationships between Congress, federal agencies, and her rural clients. These relationships have benefited rural communities through direct appropriations and authorizations, as well as contributed to the Congressional offices gaining a better understanding of the unique problems and needs of rural America. Kristi also serves as the Federal Director of the TFG-managed Agricultural Floodplain Management Alliance, an organization of local governments, organizations, farmers, and businesses focused on preserving the agricultural industry in the nation's floodplain.

Her representation of rural counties has resulted in almost \$120 million in federal funding, authorizations, and loan authority for projects related to 911 Dispatch Centers, local library upgrades, sewer and storm drain rehabilitation, economic development, drug-endangered children programs, local and regional transportation infrastructure, drinking and waste water treatment, and regional interoperable communications.

Kristi received her B.A. in Political Science from the University of California at Davis. Kristi also serves on TFG's Management Committee as the Managing Partner of Strategic Development.



## Roger Gwinn

### Chief Executive Officer

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Roger Gwinn, TFG's CEO, oversees the management of the firm and overall operations, including the delivery of client services and the development of new offerings to address the evolving needs of clients. Roger represents public agency and private interests specializing in energy, water and environmental policy issues, water resources, community development, and technology. A nationally-recognized water infrastructure expert, Roger is known for creating and executing innovative and successful strategies to meet the challenging and complex needs of clients.

Recognized by Influence Magazine as one of Washington's six "Top Gun" appropriations lobbyists, Roger joined TFG in 1993. Roger spent 15 years on Capitol Hill, serving two members of Congress and as an associate staff member on the House Committee on Appropriations.

Roger leads the firm's representation of large-scale, regional water resources, environmental protection and economic development initiatives. Roger helped launch federal efforts to support restoration and protection of the Puget Sound and, ultimately, the Pacific Coastal Salmon Recovery Fund, which has steered just under \$1

billion to this multi-state ecosystem restoration effort since FY 2000. He has worked with dozens of communities nationwide to help them secure hundreds of millions of dollars in federal funds for storm water, wastewater and drinking water system improvements. For example, he helped one rural community secure more than \$80 million in federal assistance to help defray the local construction costs of a new regional drinking water facility. In addition, Roger has led the firm's representation of regional scale water reuse projects, including one where seven public agencies in three counties are collaborating on a comprehensive regional water reuse program to help address water quality concerns and the water supply needs of agriculture, urban areas and the environment.

A long-time advocate of federal support for low-cost, long-term financing for water, wastewater and storm water infrastructure projects, such as the financing that has been provided in the recently proposed Water Infrastructure Finance Innovation Act (WIFIA), Roger leads TFG's efforts to improve existing policies and enact new legislation to broaden access to federal grants and create new financing options to help deal with the complex water challenges of today and tomorrow.

Roger was a member of the inaugural class of the Stennis Congressional Staff Fellows Program. He is among the founders of *eCivis*, the nation's leader in online grants information and grants management for local governments. Roger earned his B.A. in Political Science from North Carolina State University.



## Jennifer Imo

Managing Partner for Client Services

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Jennifer Imo, a partner at TFG and member of the firm's management committee, represents municipal governments with a focus on community and economic development, transportation, public works, criminal justice, and public safety. In addition, she serves as the Federal Director of the National Association of Towns and Townships, a local government advocacy group that represents the interests of nearly 10,000 towns and townships across the country. In April 2011, TFG launched the General Aviation Airport Coalition, a national coalition of general aviation airports, and Jennifer serves as the organization's Executive Director.

Jennifer provides strategic consulting and federal advocacy services for her clients, helping them find innovative ways to address local issues and fund local priority projects. As a result of her successful strategizing and strong relationships with Congressional offices, Jennifer's clients have secured more than \$100 million in federal appropriations, authorizations and competitive grants in the 12-plus years she has been with TFG.

Additionally, Jennifer fosters productive relationships between her clients and various federal agencies. On behalf of the National Association of Towns and Townships, she led an effort to secure bipartisan Congressional and administrative support for an initiative that repealed a costly unfunded mandate on state and local governments related to road sign replacement. In addition, she facilitated a working relationship between the Department of Labor's Employment and Training Administration and a local government to develop a program for displaced workers who lost their jobs in furniture and textile plant closings. She also negotiated an agreement between the Federal Transit Administration and a community that enabled county leaders to spend Congressionally-appropriated funds immediately instead of having to wait for the lengthy disbursement process, ensuring that an important project was not delayed.

Jennifer lobbies Congress on a variety of legislative issues of interest to local authorities. She works closely with groups like the National Association of Counties and the National League of Cities to affect legislation that touches many aspects of local government. She has spoken at numerous conferences and webinars on a variety of local issues, focusing primarily on helping communities access federal support for local priorities and initiatives.

She earned her B.A. in Political Science and Psychology from the University of North Carolina at Chapel Hill, and her J.D. from Wake Forest University.



## David Hoover

### Senior Advisor

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David Hoover is a Senior Advisor at The Ferguson Group, providing strategic counsel on technology and telecommunications policy issues. Hoover is an accomplished government relations and public policy executive with more than 20 years of experience leading advocacy campaigns, conducting research, analyzing federal policies, and building relationships with members of Congress, federal agencies, industry and public interest groups.

Prior to joining TFG, David served as vice president of legislative affairs at NTCA-The Rural Broadband Association, where he planned and implemented federal legislative strategy on behalf of the association's more than 800 independent, community-based telecommunications companies. Previously, David was director of government affairs at CTIA-The Wireless Association, where he lobbied on a variety of issues including spectrum, taxes, telehealth, and universal service. He also served as policy director for the trade group.

Earlier in his career, David was director of research at NCTA – The Internet & Television Association and also covered the telecom and media industries as an analyst with The Precursor Group®, Legg Mason and the Schwab Washington Research Group.

David earned a Master of Arts in Telecommunications from Michigan State University's College of Communications Arts and Sciences and a Bachelor of Science in Journalism from Ohio University's E.W. Scripps School of Journalism.



## Stephanie Missert

### Senior Associate and Manager of Policy and Regulatory Affairs

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Stephanie Missert is a Senior Associate and Manager of Policy and Regulatory Affairs at TFG. She serves as a federal legislative analyst and advocate for the firm, specializing in federal funding, policy and regulations for public, private and nonprofit clients.

Stephanie concentrates on the identification of federal, state and foundation water resources funding opportunities, and is dedicated to ensuring local resources are used effectively to achieve local priorities. She is also one of the firm's experts in national flood policy and legislation. Stephanie has worked with TFG's Grants Team to apply for and secure federal grants through the US Department of Homeland Security, US Department of Justice, US Department of Agriculture, US Department of Transportation, US Department of

the Interior, and US Environmental Protection Agency. Stephanie worked with TFG's Grants Practice to develop the TFG Grant Funding Guide, a report TFG provides to clients which evaluates potential funding opportunities for identified projects. Finally, Stephanie serves as the intern coordinator for the firm.

Prior to joining TFG, Stephanie worked for United States Senator Kirsten Gillibrand in the western New York regional office. Stephanie graduated magna cum laude from Niagara University with her B.A. in History and Minor in Economics, focusing on late 20th century American domestic and foreign policy. She is a member of Phi Alpha Theta, the National History Honor Society.



## Heidi Schott

Senior Associate and Manager of Grant Services

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Heidi Schott is an integral part of the TFG's Grants Team. She specializes in grants services for public agencies and nonprofit organizations on a wide variety of funding and program operations. She undertakes complex policy and research analysis on housing, public safety, economic and workforce development, education, transportation, environment and water resources issues. She has been successful leading, developing, advising on and writing competitive grant proposals since joining the firm. She also has experience administering HUD entitlement programs, having drafted Consolidated Plans, Annual Action Plans, Environmental Record Reviews, and Analysis of Impediments to Fair Housing reports for clients.

Heidi's grant experience is significant, having successfully secured funding from DOT, DOJ, HUD, DHS, USDA, and EPA. In 2016, she assisted clients to secure approximately \$11 million in grants and loans. Some of her 2016 accomplishments include a \$2 million FEMA Assistance to Firefighters Grant for Loudoun County, VA; a \$999,600 DOJ Body-Worn Camera grant for Los Angeles County, CA; a \$222,663 USDA Farmers Market Promotion Program grant for College Park, GA and a \$250,000 USDA Rural Community Development Initiatives grant for Southeast Rural Community Assistance Project. Her success in 2015 includes a \$3.7 million in HUD Lead Hazard Reduction Demonstration Grant for the City of Harrisburg, PA, as well as a \$375,000 DOJ COPS Hiring Program Grant for the City of Woodland, CA. Also in 2015, Heidi wrote and secured a \$25,000 USDA Local Food Promotion Program Grant and \$438,001 in DOJ Grants to Encourage Arrest Policies and Enforcement of Protection Orders for Cumberland County, ME, and a \$238,435 in FEMA Assistance to Firefighters grant for the Town of Buxton, ME. In 2014, Heidi won over \$14 million in USDA funding for our client, the North Carolina Electric Membership Corporation, and a \$250,000 grant for the Midway City Sanitation District for Air Quality Improvement. Additionally, in 2014, Heidi wrote and won a \$1.2 million TIGER planning grant for El Paso County, CO; a \$572,524 Department of Justice (DOJ) Second Chance Act Grant, and a \$97,000 USDA Local Food Promotion Grant for Cumberland County, ME.

Heidi received her B.A. in European History from the University of Victoria and her Masters in Public Administration, with a concentration in Public Management and Economic Analysis, from George Washington University.



# Work Plan

## TFG’s Approach

TFG has reviewed the Scope of Work included in the RFP and will perform all tasks identified if selected to represent the County. To provide further detail, the following diagram provides a general overview of TFG’s approach to developing a client’s federal advocacy strategy, which is centered on three activity areas: Agenda Development, Advocacy and Communications. A summary of the tasks identified in the diagram follows.



## Federal Agenda Development

**Conduct Strategic Assessment of Opportunities.** TFG will meet with County officials to learn about your priorities and help you define the County’s desired federal goals and objectives. This will allow us to develop an in-depth understanding about priority projects, and to meet with local leadership, staff and partners, as determined by the County. We explore all aspects of the County’s priorities to ensure that you are positioned to take advantage of all opportunities, and that you are aware of any potential threats to your interests.

**Develop Federal Agenda and Strategy.** TFG will develop a Federal Agenda that outlines the County’s federal priorities, as well as the strategy to advance those priorities. Once approved by the County, the Federal Agenda serves as TFG’s work plan, but remains flexible enough to be revised and improved upon, as needed. Making timely adjustments keeps the Federal Agenda current and enables the County to take advantage of new opportunities and to better manage any new challenges that arise. The Federal Agenda is reviewed and revised annually, if necessary, in preparation for the next session of Congress.

## Advocacy

**Preparing for Meetings in Washington, DC.** TFG will work with the County to prepare the materials needed to advance your Federal Agenda, and successfully advocate the County's priorities. Developing persuasive, easy-to-understand messages that promote a well-articulated Federal Agenda are critical to achieving results.

**Effective Bipartisan Advocacy.** TFG strongly believes in a bipartisan approach to federal advocacy – most community needs and issues are not partisan. This approach has enabled our firm and our clients to smoothly transition into working with whichever party holds the majority. It also enables us to work cooperatively within a state's Congressional delegation, which is often bipartisan – like the California delegation.

**Legislative and Regulatory Services.** TFG will shepherd the County's legislative priorities through the entire legislative process, including bill introduction, when applicable, committee hearings, markups, and votes. We will ensure that you push your legislative priorities at the critical time. In Washington, DC, timing often marks the difference between achievable results and a missed opportunity. This process is particularly important when trying to include local priorities in the federal budget or to avoid cuts to critical federal programs. TFG consistently monitors legislative and regulatory action that can be either beneficial or harmful to our clients' priorities. We help our clients engage directly in the legislative and regulatory processes to ensure their support and/or concerns are known.

**Enhance Relationships.** Our team has working relationships with Inyo County's Congressional Delegation. We also have productive working relationships with key Congressional committee chairmen and staff; Administration officials within the Executive Office of the President; and key appointed officials and civil servants within the federal agencies. Additionally, we have existing relationships with stakeholder groups, trade associations and issue-oriented coalitions including, the National Association of Counties (NACO), U.S. Conference of Mayors, National League of Cities, and the American Public Transportation Association. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills, and competitive grant applications. By leveraging our contacts, we will enhance the County's existing relationships. In addition, by maintaining regular contact with the County's Congressional Delegation, we will keep them abreast of your priorities and when new issues arise during the legislative year. Just as we assist the County in promoting your priorities, TFG assists federal officials and their staff in identifying and undertaking activities to achieve the County's goals and objectives, being sure to reserve credit for the elected officials where it is due.

In addition, through our representation of the National Association of Towns and Townships, TFG has developed close working relationships with coalitions and organizations focused on rural communities. Those groups include the Campaign for a Renewed Rural Development, run out of NACO, and the REBUILD RURAL coalition, run out of the Farm Credit Council. TFG will utilize the connections we maintain with these groups to enhance our representation of the County on its rural issues. We will also work to help build relationships between these groups and the County.

**Schedule Washington, DC Meetings.** TFG practices a cooperative team approach in which the County is an integral part of the education and advocacy process in Washington, DC. We are committed to helping you become your own best advocate and will work closely with you to identify the best timing, audience and message when you are in Washington, DC. TFG encourages our clients to make at least one trip to Washington, DC to meet with their Congressional delegations and relevant federal agencies, and sometimes an additional trip is warranted depending on the progress of an issue and/or project.

TFG's team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness during advocacy meetings and otherwise. Knowing how to deliver the right message to the right people is essential to successful advocacy and a cornerstone of TFG's clients' success.

TFG will make all arrangements for the most effective use of your time, resources and effort. We will coordinate meetings with Members of the Inyo County Congressional Delegation, other targeted Members, Congressional and committee leadership, and key federal agencies where it is important to raise the County's profile and to advocate effectively for the goals and objectives in the Federal Agenda. We personally guide you through these visits in Washington, DC, assist with related logistics, and provide all the necessary follow-up.

As noted previously, our California presence also allows us to schedule and attend meetings with key federal agency officials and staff as well as Congressional offices in local and regional offices in California and the West. This allows our clients to utilize all avenues and all contacts to reach their goals locally, regionally, and nationally.

## Communications

Regular and efficient communication is essential to successful working relationships with our clients. We provide regular status reports, including monthly and year-end reports, to the County to review the status of each priority project and issue on the County's federal agenda. Based on your needs and availability, we can also convene regularly scheduled conference calls. Personalized reports to our clients include grant summaries and profiles that provide tips on how to be successful; topic-specific funding guides that review available grant and loan opportunities; legislative trackers that review pending bills related to a certain topic; and policy issue briefs that provide historical background and new developments on regulatory and administrative issues.

In addition to more personalized updates from your advocacy team, the County will benefit from the following communications: every Monday, TFG releases a Weekly Legislative Update and a Water and Natural Resources Update that provide a brief synopsis of relevant action that occurred the week before, as well as an outlook of what to expect from Congress and/or the Administration in the coming week. These outlooks include information on Congressional committee meetings and hearings. On Fridays, TFG provides a list of grant solicitations that were published that week, and we distribute quarterly grants reports that announce upcoming grant opportunities. TFG also develops comprehensive reports on major events coming out of Washington. For example, over the last several months, TFG prepared special reports for our clients on pending legislative matters after the Thanksgiving break, the release of the President's FY 2019 budget request, the announcement of the White House infrastructure plan, and the recent passage of the FY 2018 omnibus appropriations bills. We tailor these reports to focus on specific issues and areas of importance to local governments.

TFG periodically holds webinars on a variety of legislative issues that are important to our municipal clients, such as: transportation, sustainability, public safety, and housing. We also hold webinars on specific federal funding opportunities to help clients understand and navigate the parameters of major federal grant programs. These webinars feature TFG subject-matter experts, but also regularly include federal officials and other key experts, who provide insight into federal programs and strategies for increasing the competitiveness of client applications. Webinars are provided at no cost to TFG clients and all webinars are recorded and made available to clients after they are conducted, so that clients may circulate the presentations to colleagues.



## Examples of Client Communications

The following snapshots are provided as examples of our weekly client communications. Additional samples of specific client work can be provided upon request.



### Weekly Legislative Update March 19, 2018

#### Congressional Outlook

The House and Senate are in session this week. The House will consider [11 bills](#) under suspension of the rules, including the Strengthening Local Transportation Security Capabilities Act (H.R. 5089), which would reduce emergency response times by putting more federal law enforcement officers and resources near high-risk surface transportation assets. For the remainder of the week, the House will vote on the Alleviating Stress Test Burdens to Help Investors Act (H.R. 4506), which exempts non-bank financial institutions that are not under supervision by the Federal Reserve from the Dodd-Frank Act's stress testing requirements; the Trickett Wendler, Frank Mongiello, Jordan McLinn, and Matthew Bellina Right to Try Act of 2018 (H.R. 5247), which would improve access to experimental treatments for patients with terminal diseases or conditions; and the Financial Stability Oversight Council Improvement Act of 2017 (H.R. 4061), which amends the Dodd-Frank Act to require the Financial Stability Oversight Council (FSOC), when determining whether to subject a U.S. or a foreign nonbank financial cc Reserve, to consider the appropriateness of imposing height to other forms of regulation to mitigate identified risks to U

The Senate will vote on the nomination of Kevin McAleenan and Border Protection. The Senate will also vote on the Alk Sex Trafficking Act of 2017 (H.R. 1885), which proposes providing new tools to law enforcement to prosecute crim advertisements for prostitution and solicitation of victims of vofa on a resolution (S.J. Res. 54) directing the removal hostilities in Yemen that have not been authorized by Con War Powers Act.

House and Senate negotiators are still trying to complete trillion spending measure to fund the federal government for stopgap spending bill runs through Friday, March 23, giving a bill. Negotiators are trying to resolve disputes over va agreement on the bill. House leaders may release the text Monday night, with a vote by Wednesday, with Senate con

On Monday, President Trump will travel to New Hampst epidemic at Manchester Community College. On Tuesday Prince Mohammed bin Salman at the White House.

#### Week in Review

##### Cabinet Secretaries Testify to Senate Committee to Sell Infrastructure Plan

On March 14, five Trump Administration secretaries testified before the Senate Commerce, Science and Transportation Committee to defend and sell President Trump's [infrastructure plan](#), which was released in early February. The hearing, which aimed to examine the various infrastructure policy reforms proposed by the Administration, featured Transportation Secretary Elaine Chao, Commerce Secretary Wilbur Ross, Labor Secretary Alexander Acosta, Agriculture Secretary Sonny Perdue, and Energy Secretary Rick Perry. The biggest issue discussed at the hearing was how to pay for the proposal, which the White House has yet to officially comment on. After the hearing, Committee Chairman John Thune (R-SD) told reporters, "There are some other offsets that we could come up with to put together a decent package, but to get the big really robust package the president's talking about, we have to come up with a significant source of revenues...And so far those haven't been identified." [Read more...](#)

##### Farm Bill Talks Stalled in the House

The farm bill is up for reauthorization in 2018, and consideration of both bills has generally been on track, with both committees planning to markup legislation in March or April. However, last week consideration ran into a snag in the House after Democrats opposed possible cuts to the food stamps program, also known as SNAP. Representative Collin Peterson (D-MN), the House Agriculture Committee's top Democrat, said Thursday that he would heed his colleagues' request that he stop negotiations until Chairman Michael Conaway (R-TX) gives members the text of the proposed farm bill, along with cost estimates and impact assessments. The Chairman originally hoped to release the farm bill text in preparation for markup the week of March 12 or March 19.

The Chairman could move the legislation out of committee without help from Democrats, but that could make it more difficult to win support from the Democratic Caucus on the House floor. If there were any conservatives that were not supportive of the legislation, Chairman Conaway would need some Democratic votes to avoid defeat on the House floor. [Read more...](#)

##### House Passes Secure Our Schools Program Reauthorization

On March 14, the House passed the Student, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 ([H.R. 4909](#)) by a vote of [407-10](#). The bill would reauthorize DOJ's Secure Our Schools program at \$75 million annually for FYs 2019-2028. There is also a [version](#) of the STOP School Violence Act in the Senate. The two bills are roughly similar but are not the same: the Senate STOP Act would authorize more grant funding, for example. [Read more...](#)

##### Senate Passes Dodd-Frank Reform Bill

On March 14, the Senate passed the Economic Growth, Regulatory Relief, and Consumer Protection Act ([S. 2155](#)) by a vote of [67-31](#). The bill would roll back several Dodd-Frank Act regulations for small and medium-sized banks. The bill also includes the Municipal Finance Support

**TFG Grants Update**  
 March 23, 2018



**New Grant Opportunities  
 Announced**

**Grants by Agency**

[Department of Interior](#)  
[Department of Justice](#)

*The TFG Grants Update highlights all federal and foundation grants of interest to a local government that have been announced in the current week. For additional information about any grants you see in this email, please contact your client manager, or*

Karl Kalbacher, P.G.  
 Director of Environment,  
 Economics & Grant  
 Services, [via email](#)  
 or at (202) 331-8500

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**Department of Interior**

**FY 2018 WaterSMART Grants Program: Water and Energy Efficiency Grants** - The purpose of this program is to support projects that result in quantifiable and sustained water savings. Projects supported through this program will conserve and use water more efficiently, increase the production of hydropower, mitigate conflict risk in areas at a high risk of future water conflict, enable farmers to make additional on-farm improvements in the future, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by May 10, 2018. [Click here](#) for more information.

**FY 2018 WaterSMART Grants: Small-Scale Water Efficiency Projects** - The purpose of this program is to support small-scale on-the-ground water efficiency projects that seek to implement work identified through previous planning efforts. Projects supported through this program will conserve and use water more efficiently, mitigate conflict risk in areas at a high risk of future water conflict, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority.

**FY 2018 WaterSMART Grants Program: Water Marketing Strategy Grants** - The purpose of this program is to proactively address water supply reliability and increase water management flexibility by supporting the development of water marketing strategies that will establish or expand water markets or water marketing activities between willing participants. Water markets between willing buyers and sellers can be used to help water users meet demands efficiently in times of shortage, thereby helping to prevent water conflicts. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by July 17, 2018. [Click here](#) for more information.

**Department of Justice**

**FY 2018 Specialized Services and Mentoring for Child and Youth Victims of Sex Trafficking** - The purpose of this program is to support efforts to provide mentoring services for children and youth who are victims of commercial sexual exploitation and domestic sex trafficking (CSE/DST). Projects will prevent further victimization of children through mentoring, support services, and community awareness activities. Projects must provide direct service to youth up to the age of 18. Eligible applicants include State, local and Tribal governments, academic institutions, non-profit organizations and for-profit organizations. Applications must be submitted by May 15, 2018. [Click here](#) for more information.

**FY 2018 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative** - The purpose of this program is to encourage local jurisdictions to work with their Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) partners to utilize intelligence, technology, and community engagement to swiftly identify firearms used unlawfully and their sources, and effectively prosecute perpetrators engaged in violent



Special Report

# Highlights of the FY 2018 Omnibus Appropriations Package

March 23, 2018

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Highlights of the FY 2018 Omnibus Appropriations Package



## Introduction

On March 21, 2018, Congress released the 2,282-page [bill](#) of the \$1.3 billion fiscal year (FY) 2018 omnibus appropriations bill, the *Consolidated Appropriations Act, 2018*. The omnibus will fund the federal government for the remainder of FY 2018 (through September 30, 2018). Explanatory Statements for each division of the bill are available [here](#).

The current Continuing Resolution (CR) funding the government expires on Friday, March 23. The House swiftly passed the bill on March 22 just hours after the bill text was released by a vote of 236-167. The Senate passed the bill in the early morning hours of March 23 by a vote of 62-32. President Trump briefly threatened to veto the bill because it does not address the Defense Action for Childhood Arrivals (DACA) issue or provide enough funding for the Southwest border wall. However, he ultimately decided to sign the bill, warning Congress during a news conference that he would never sign a bill like this again. He also called on Congress to show him five-item veto power for future spending bills.

Overall, the omnibus adheres to the recently enacted budget caps agreement, providing an additional \$80 billion for defense and \$83 billion for non-defense spending. The increase in defense spending is the largest year-to-year increase since the beginning of the War on Terror. Most of the increases in domestic spending are directed towards programs to fight the opioid epidemic for homeland security, and for infrastructure. The bill includes nearly \$4 billion in resources to combat the opioid crisis by investing in treatment, prevention and law enforcement programs. Congress also provided over \$1.3 billion to support the President's request for funding for a physical barrier and associated technology along the Southwest border. Regarding infrastructure, the bill provides an influx of approximately \$21 billion for a variety of infrastructure programs, including programs to build and improve transportation, water, cyber and energy infrastructure.

Summaries of each division of the omnibus are provided in this memo, which was assembled in part with information provided by the House and Senate Appropriations Committees.

## Grant Services

As part of the Federal Agenda and strategy, there likely will be a significant grants component. TFG's Grants Office will support the team representing Inyo County to ensure all relevant competitive grant opportunities are explored. As previously mentioned, the County will receive a weekly list of newly published federal competitive grant solicitations and a quarterly outlook to give you enough time to prepare for upcoming grant opportunities. TFG's team provides the following key competitive grant services:

**Opportunities Analysis.** TFG provides a comprehensive approach to developing project priorities and identifies the best funding opportunities for those projects. We provide a full report of funding options and a recommended action plan that will improve award rates.

**Project Evaluation.** The project evaluation focuses on identifying funding opportunities for your specific projects. TFG will provide a list of funding opportunities along with recommendations about the best approach based on the project.

**Strategic Advice.** Once an opportunity is identified and you decide to move forward, we guide you in positioning the application for success. Central to our success is knowledge of the underlying program authorizing legislation and priorities of the grant-making agency.

**Inside Track.** We help put you face-to-face with program officers and decision makers within funding agencies. TFG gives our clients a competitive advantage: we pitch your projects while developing relationships with key agency officials and staff while gaining valuable insight on agency priorities related to specific grant opportunities.

## Approach and Likelihood of Success

TFG thoroughly reviewed the issues and priorities outlined in the RFP, as well as the history of Inyo County. Please note that TFG has experience working on projects similar to every one of the projects identified on the list of Current Funding Needs in Section III of the RFP. As requested, we are outlining our recommended approach for two of these projects, including the Final Mile Fiber Optics project and the Water Systems project.

Managing expectations is a very important part of our client representation. We approach every project/issue with the expectation that it will succeed, but do not like to predict the likelihood of success. There certainly have been occasions where our clients have not succeeded in attaining a project or issue goal. We don't stop there, but find out what we could have done to be successful and make the necessary adjustments to ultimately achieve the best result for our clients.

### Final Mile Fiber Optics

Working in conjunction with the County and interested stakeholders, TFG will plan to review, apply and advocate for both grant, loan, and loan-guarantee opportunities at both the federal and state level that fund "final mile" broadband planning, deployment, and adoption in the County. TFG staff has a lengthy history of demonstrated expertise and success in applying for these funds, as well as established relationships with the administrators and staff of these programs, especially within the U.S. Department of Agriculture (USDA), the U.S. Department of Commerce, and the Federal Communications Commission. TFG staff will work with



representatives from municipal government, tribal authorities, and broadband providers in the County to create a cohesive strategy that ultimately identifies the funding options that are best-suited for these local entities, create the most benefit for the region, and have the greatest likelihood of success.

**Possible Sources of Funding.** TFG specifically recommends these four federal programs for funding broadband deployment in the County. Two lending programs within the USDA Rural Utilities Service (RUS) – the Telecommunications Infrastructure Loans and Guaranteed Loans and Broadband Loans and Guaranteed Loans – support the construction, maintenance, improvement, and expansion of telephone service and broadband in rural areas or towns with a population of 5,000 or fewer. Eligible applicants include most entities that provide telecommunications in these qualified rural areas. Funding is available in the form of cost-of-money loans, guaranteed loans, and hardship loans. Of worthy note, RUS has the discretionary authority to apply provisions of the Substantially Underserved Trust Area (SUTA) statute to both programs. Those provisions include: offering interest rates as low as 2%, waiving non-duplication requirements, waiving matching or credit support requirements, extending repayment terms, and giving eligible applications the highest funding priority. SUTA was implemented to assist tribal governments with their infrastructure needs. However, non-tribal applicants can also request SUTA consideration.

Community Connect Grants provide financial assistance to eligible applicants in the provisioning of broadband service to all premises in currently unserved, lower-income, and extremely rural areas. Grant funds may be used to finance the construction, acquisition, or leasing of facilities, including spectrum, land or buildings to deploy service to all participating critical community facilities and all required facilities needed to offer such service to all residential and business customers located within the proposed funded service area. The application window for 2018 has closed, but opportunities to apply occur annually, usually during the second quarter, and we can work with the County to be prepared for the next solicitation. An estimated 15 awards ranging from \$100,000 to \$3 million will be granted in FY 2018.

The considerable interest in rural broadband access issues by policymakers in Washington, DC, has led to the creation of a new grant opportunity within the 2018 Farm Bill that includes sizable funding for network deployment. With the 2014 farm bill expiring on September 30, 2018, Congress is considering reauthorization of the RUS broadband loan program and other broadband-related provisions in the 2018 farm bill, as well as appropriating funding for these programs. In addition, the House and Senate have included funding ranging between \$425 million and \$550 million for a new rural broadband pilot grant program. This is in addition to the \$600 million already allocated for that purpose by Congress in the 2018 Omnibus spending bill.

The RUS is currently drafting the eligibility criteria for these funds. The Omnibus broadband pilot stipulates that rural telephone and broadband service providers, rural electric cooperatives like Valley Electric Association that serves parts of Inyo County, private firms, nonprofits, and governments are all eligible for the funding. As with existing RUS projects, eligible deployments are those that serve rural areas with populations of 20,000 or less, that currently lack sufficient access to broadband service with speeds of at least 10 Mbps/1 Mbps, and that are not currently served by an RUS borrower.

## Water Systems

Addressing drinking water and wastewater needs of rural communities is always challenging. TFG has vast experience assisting communities in meeting their water supply and delivery needs and often helps clients find creative and innovative ways to address those needs in a cost-effective and efficient matter. The communities in Inyo County face a variety of water service issues ranging from water supply infrastructure to overall access

to clean and reliable sources of water. To start, TFG would work with County officials, as well as officials from impacted jurisdictions, to outline all projects and issues related to the County's water systems. This collective list would serve as a driving point for developing a strategy to systematically address each issue and project. Often, showing the whole picture helps strengthen the overall story for each individual component and can help establish a consistent line of federal resources and funding.

**Possible Sources of Funding:** Inyo County's rural designation, as well as the economic standing of some communities, opens the door to opportunities for federal funding in the form of technical assistance, direct grants, and loans from USDA and the Economic Development Administration (EDA). The Rural Utilities Service programs for water and wastewater infrastructure can be utilized to secure long-term, low-interest loans for large-scale water infrastructure projects. USDA direct grants are often awarded independently or in conjunction with these loans, in particular for more economically depressed areas. Similarly, EDA's Community Facilities program helps local communities through technical assistance, grants, and loans plan for and construct water infrastructure projects that help enhance and support local and regional economies. Both USDA and EDA rely significantly on the advice and work of their local, regional, and state offices in determining what projects will receive funding. Application periods for USDA and EDA are typically rolling and the best approach is to start working with local and state offices to develop support for projects before applying for funds. Of particular interest, TFG has found great success recently in working not only directly with the CA USDA office, but also with program officials at USDA in Washington, DC to identify creative solutions and tap in to underutilized programs for project funding.

Depending on the nature and size of the overall project, opportunities for funding also exist under the new Water Infrastructure Finance and Innovation Act (WIFIA) program through the Environmental Protection Agency and the U.S. Army Corps of Engineers. Similar to the State Revolving Fund (SRF) programs, the WIFIA program provides subsidized financing for large dollar-value projects. However, the minimum project size for small communities with a population of 25,000 or less is reduced from \$20 million to \$5 million. While the program can only fund a maximum of 49% of the total project cost, other federal funding can be acquired to bring the total federal share to up to 80%. TFG was instrumental in obtaining the Congressional authorization for the WIFIA program and is currently working with clients whose projects were selected in the first round of funding. The letter of interest process for the next round of WIFIA funding is currently open with a deadline of July 31, 2018.

Likewise, TFG is leading the effort to help create a similar low-interest, federally-backed loan program for the Bureau of Reclamation. Our work includes working with other communities and Members of Congress to pass legislation creating the authority for the new program. Once authorized, the program would provide opportunities for non-Federal sponsors to gain access to low-cost, long-term financing similar to that under WIFIA. The financing would be available to support a wide variety of water supply-related projects, including groundwater and surface water storage projects and water reuse. The loan program enhances existing grant programs under the Bureau of Reclamation's WaterSMART program and creates an additional funding resource for communities in the west to fund water resource projects.

## Outreach Strategy

In general, TFG will apply the work plan strategies previously outlined in this proposal to address each of these projects. TFG will leverage its existing relationships on Capitol Hill, within the federal agencies, and with other national- and state-level organizations to secure resources for Inyo County. In doing so, TFG staff will schedule introductory and follow-up meetings with the offices of Sen. Diane Feinstein (D-CA), Sen. Kamala Harris (D-

CA), Rep. Paul Cook (R-CA-08), as well as officials and staff from targeted federal agencies. Information gleaned from these meetings will be used to strengthen advocacy initiatives and build political support. For the Final Mile project, TFG will work with the County to identify community leaders from local anchor institutions (CAIs), businesses, government, and other stakeholder groups to effectively advocate as a “coalition” for “final-mile” funding at both the federal and state level. In coordination with the coalition, TFG staff will create “talking points”, draft Congressional letters, and media collateral (e.g, OpEds), as needed.

## Information Required from the County

The County will provide or help facilitate the collection of the information that will help strengthen funding applications and proposals for each project. This information includes documentation that matching funds are available when needed for certain federal or state loan, loan guarantees, or grant programs; lists of potential local and regional supporters of the projects such as business and neighboring public agencies; public rights-of-way, zoning regulations, and related information as needed; and any other historical documents that help support the County’s requests to Congress and the federal agencies.

## Ability to Contract and Exceptions

TFG has reviewed the County of Inyo Standard Contract #119 included in the RFP and finds no exceptions to the proposed terms. TFG can meet all requirements identified in Contract #119 including those outlining insurance needs as referenced in the supplemental email to the RFP provided by Mr. Carunchio.

## References

TFG provides Inyo County with the following three references for which we have performed federal advocacy services.

- **Ms. Shari McCracken**  
Chief Administrative Officer  
County of Butte, CA  
**ADDRESS:** 25 County Center Drive, Suite 200, Oroville, CA 95965  
**PHONE:** (530) 552-3305  
**EMAIL:** [smccracken@buttecounty.net](mailto:smccracken@buttecounty.net)  
Client since 2004.
- **Mr. Wade Horton**  
County Administrative Officer  
County of San Luis Obispo, CA  
**ADDRESS:** 1055 Monterey Street D430, San Luis Obispo, CA 93408  
**PHONE:** (805) 781-5011  
**EMAIL:** [whorton@co.slo.ca.us](mailto:whorton@co.slo.ca.us)  
Client since 2009.

- **Mr. Mark Wolinski**  
Government Relations Administrator  
City of Roseville, CA  
**ADDRESS:** 311 Vernon Street, Roseville, CA 95678  
**PHONE:** (916) 774-5179  
**EMAIL:** [mwolinski@roseville.ca.us](mailto:mwolinski@roseville.ca.us)  
Client since 2001.

## Compensation Proposal

TFG spends the time necessary – and typically much more – to bring success to our clients. Our retainer contract approach to professional fees provides budget stability for our clients and gives your lobbying team the freedom to concentrate on achieving measurable results rather than focusing on billable hours. As a retainer client, the County will always have at its disposal TFG’s diverse complement of staff experts in the full range of federal issues to help navigate this new and changing federal environment.

<b>Fixed Fee:</b>	\$8,000 per month for the duration of the three-year contract period outlined in the RFP.
<b>Services Provided:</b>	Assumes the equivalent of approximately 18 hours of partner-equivalent time per month. A full retainer contract also provides the County with access to all TFG staff and federal grant services.
<b>Expenses:</b>	Reimbursable expenses, including out-of-town travel (pre-approved by client), in-town travel (taxicab), long-distance telephone charges, facsimiles, document reproduction, overnight delivery and in-town courier services, would not exceed \$5,000 annually.

TFG stands ready to work closely with you to refine and tailor our retainer fee based on your needs. The figures included in this cost proposal depend on the final scope of services decided upon by the County.

## Services for the City of Bishop Services

TFG understands the strong interplay between cities and counties, particularly those in rural areas. More often than not, rural cities and counties face the same issues, and success in addressing those issues is reliant on a coordinated and cohesive strategy. For this reason, TFG applauds the notion of Inyo County potentially combining forces with the City of Bishop to address mutual priorities and projects. More importantly, TFG can assist both the County and City in developing a unified federal platform to address not only regional needs, but individual priorities for the County and City. In fact, TFG has a history of joint contracts for communities in rural areas, and they remain some of our most successful clients.

While each of our contracts is set up independently, when two entities combine as a regional effort, we typically provide a discount to our normal retainer fees and enter in to one contract. TFG proposes to do the same in the event the City of Bishop elects to partner with Inyo County on advocacy efforts. Under this scenario, our work plan and scope of services would remain the same. The only difference, is that we would



be establishing a set of regional priorities as well as detailing individual projects of importance to each partner. The approach to advocacy would be a combined effort, creating efficiencies and synergy for all parties.

Our proposed compensation under a regional partnership with the City of Bishop would change marginally with an estimated increase of approximately \$2,000 - \$3,000 per month. The combined compensation for the regional contract would then range between \$10,000 – \$11,000 per month with an anticipated equal split between the City and the County, or whatever arrangement works best between the City and County. A scenario like this would reduce the County's monthly fees by approximately \$2,000 - \$2,500, or about 25% - 30%, without the County experiencing any reduction in service. Contractually, the simplest format would be one contract between the County and TFG with a separate MOU or reimbursement agreement established between the City and the County. However, TFG is also not opposed to entering into two separate agreements, one with the County and one with the City, both at the discounted rate.

If selected to represent the County at the federal level, and the option of adding the City of Bishop to the County's advocacy efforts comes to fruition, TFG proposes all parties meet to discuss goals, priorities, and projects to determine the best path forward on a regional agenda and work plan. We pride ourselves on the flexibility of our working arrangements with clients and would put that flexibility to use for both the County and City.

**COUNTY OF INYO**  
**REQUEST FOR PROPOSALS**



**For**  
**Federal Advocacy Services**

Deadline for Submission:  
**June 11, 2018**

Submit Proposals to:

**County of Inyo**  
**Office of the County Administrator**  
**P.O. Box N / 224 N. Edwards Street**  
**Independence, California 93526**

## I. OVERVIEW

The County of Inyo invites proposals from qualified individuals and firms to provide the County with long-term **Federal Advocacy Services** focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. However, from time-to-time, due to federal land tenure patterns described below, the **Federal Advocacy Services** required by the County may extend to policy and regulatory matters.

To provide the County with an opportunity to meet its objective of being able to consider entering into a contract for **Federal Advocacy Services** with an individual or firm deemed responsive to its needs prior to the end of the County's fiscal year on June 30, 2018, the deadline for receipt of proposals is 5 p.m. June 11, 2018. Similarly, if responses to this Request For Proposals indeed result in the County identifying, in its sole discretion, an individual or firm deemed responsive to the County's needs and with whom a proposed contract can be successfully negotiated, staff anticipates requesting the Inyo County Board of Supervisors to consider approving the contract at its meeting on June 26, 2018.

The County desires that any agreement resulting from this Request For Proposals establish a long-term relationship with the selected respondent. Accordingly, unless otherwise proposed in responses submitted and agreed to in the resulting contract, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

Finally, although not a requirement to be considered for the provision of **Federal Advocacy Services** to the County of Inyo, and certainly not expected to be made effective by or prior to June 26, 2018, respondents to this Request For Proposals are invited to consider submitting proposals that identify how their proposal, and any resulting contract, might be modified to provide similar **Federal Advocacy Services** to the City of Bishop, subject to separate consideration and approval by the City of Bishop City Council. The City of Bishop is the only incorporated city in Inyo County, and encompasses an area of 1.9 square miles; boasts a population of approximately 3,832 people; and operates on an annual budget of over \$7 million. Ideally, respondents contemplating a proposal that provides for this option will submit a response whereby a portion of the scope of services proposed to be provided exclusively to the County for an agreed upon fee structure can subsequently be allocated to the City, upon agreement by the Bishop City Council and Inyo Board of Supervisors, with the City paying the County a prorated share of the contract costs. In providing for this option, the County is admittedly seeking to leverage the effort associated with its issuing this Request For Proposals, and the economies of scale associated with any resulting contract, to create a possible "two-for-one" arrangement that

could allow the County of Inyo and the City of Bishop to share in the fixed-costs for **Federal Advocacy Services** while allowing each entity the ability to receive these services acting independently or in concert.

Alternately, respondents inclined to submit a proposal that includes the optional component for providing similar services to the City of Bishop, may choose to structure this part of their response as a separate scope of work with separate fee schedule to be agreed upon between the respondent and City of Bishop, by separate contract. However, respondents embarking on this approach must, in their proposal, clearly demonstrate the cost-benefit of the *two separate contracts* arrangement to **both** the County and the City to receive any consideration in the application of the scoring criteria identified below.

## II. ABOUT INYO COUNTY

Inyo County, California, was organized in 1866 from land set aside from Mono and Tulare counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier, and is located in the central-eastern part of the state. Comprised of more than 10,142 square miles, Inyo County is geographically the second largest county in California, and the ninth largest county in the continental United States.

Inyo County features an unparalleled variety of natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich native, pioneer, mining, water, and movie making histories. The County is home to Death Valley National Park, and surrounded by the 1.9 million-acre Inyo National Forest. The County boasts the lowest point in the Western Hemisphere, Death Valley's Badwater, at a depth of 282 feet below sea level; and, Mount Whitney, the highest peak in the Lower 48 states, towering at an elevation of 14,505 feet; as well as the oldest living things on Earth in the Ancient Bristlecone Pine Forest.

According to census information, the population of Inyo County in 2016 was estimated to be 18,326 (a decrease of about 1% over the 2000 census). The census also reports a median household income of \$47,000, or 26% below that of the California median, and a median value of owner-occupied homes of \$184,700, or 55% below that of the California median. Census data indicates 7,973 Inyo County households in 2016.



While its vast size and low population translates to a population density of less than 2 people per square mile, the majority of Inyo County's population, 85%, resides in the Owens Valley which runs north and south through most of the western part of the County. While the County seat is located in Independence, located in about the middle of the Owens Valley, the County's population center is approximately 45 miles to the north in Bishop, California. The greater Bishop area has a population of approximately 12,000.

As noted above, the City of Bishop is the only incorporated city in the County of Inyo, and has a population of 3,832. The County is home to five federally-recognized Indian tribes, as well as most of the land associated with China Lake Naval Weapons Station which has its headquarters to the south in Ridgecrest, in Kern County.

In spite of its size, only 1.7% of the land in Inyo County is privately owned. This limits the County's economic output and means for economic growth. The County's largest economic drivers are tourism and hospitality, government services, and agriculture. (A U.S. Locations And Resources Report recently prepared for the County by the Department of Commerce's SelectUSA Program is included with this Request For Proposals as Attachment A and provides additional economic data for Inyo County.) This land tenure pattern, described in more detail below, also results in low tax revenue which, in turn, limits the funds available to the County to provide basic public services or undertake critical infrastructure projects.

Public lands managed by the Federal Government account for 92% of the County's land mass, 67% of which has been federally-designated as wilderness. Over 100 years ago, the City of Los Angeles acquired most of the land (and water rights) in the Owens Valley, and the City – through its Department of Water and Power – controls 3.9% of the land in Inyo County. Los Angeles owns 85% of the land in the Owens Valley, and this figure rises to 98% of the land in and around Owens Valley communities; making growth almost impossible. The State of California owns the remaining 2.4% of land in the County.

The Fiscal Year 2017-2018 County Budget is approximately \$98 million dollars, with almost \$60 million residing in the General Fund.

The County currently sends a delegation comprised of members of the Board of Supervisors and the County Administrator to Washington, D.C. two to three times a year, and has developed good working relationships with congressional representatives and their staff, as well as various agency officials and staff – most notably in the Commerce and Interior departments. Until recently, the County has typically adopted an annual Legislative Platform in January. However the Board of Supervisors' last update of the Legislative Platform occurred in 2014, and it is included as Attachment B to this Request For Proposals. Staff intends to bring an updated Legislative Platform forward for consideration by the Board of Supervisors once the process for selecting a Federal Advocacy Services consultant is completed.

Limited regional commercial air service is currently provided at Mammoth Yosemite Airport, located about 40 miles north of Bishop in Mono County. However, the larger Bishop Airport – a former military airport with three runways – is poised to obtain Part 139 Certification and begin providing more robust commercial air service to the region. The County has and expects to continue benefitting from Federal Aviation Administration discretionary funds for airport improvements. And, Mammoth Resorts has recently expressed its intent to begin directing its commercial air service subsidies to the Bishop Airport.

Digital 395, a publicly-funded, 583-mile, fiber optic “middle mile” project running in parallel with US Highway 395 from Carson City, Nevada, to Barstow, California, provides the Owens Valley with world-class technology infrastructure. The \$109 million project was funded with an



ARRA grant of \$82,263,000 and \$26,837,000 in CASF funds from the California Public Utilities Commission. However, the same market forces (e.g., low population density) that required Digital 395 to be built without private sector investment continue to limit private-sector investment in building-out the “final mile” necessary for communities to begin realizing the benefits of the state-of-the art digital infrastructure.

Increasing commercial air service to the Eastern Sierra and completing the final mile of the Digital 395 fiber optic network are critical elements in efforts to diversify and grow the Inyo economy.

### **III. CURRENT FUNDING NEEDS**

Inyo County’s vast geography is exceeded only by its aspirations and potential opportunities. The infrastructure needs and economic development initiatives identified below are in various stages of development and provide a representative sample of some of the funding needs the County hopes to address by working with a consultant to provide effective **Federal Advocacy Services**. The County’s funding priorities will continue to evolve and be refined based on timing, need, and Board of Supervisors approval.

**Water Systems.** The County operates three water systems serving the communities of Laws, Independence, and Lone Pine; all in need of critical capital improvements. Water service to the town of Independence is currently provided by a temporary transmission main. The cost of replacing just the Independence transmission main is \$600,000, and replacing the Lone Pine transmission main is estimated as costing \$3,000,000. Beyond these specific critical projects, large portions of the Lone Pine, Independence, and Laws water systems have a substantial amount of deferred maintenance/replacement work that need to be completed.

Additionally, several community water systems operated by other entities do not meet clean drinking water standards. For example, in Tecopa – located in the southeastern part of the County – residents and visitors have to obtain filtered drinking water from a vending machine.

**Final Mile Fiber Optics.** The 21<sup>st</sup> Century Obsidian Project, described more fully in Attachment C, is a County initiative to create a public-private partnership resulting in a publicly-owned, open access, fiber-to-the-premises network for the greater Owens Valley. The County is currently negotiating a design-build-operate contract with the developer of the Digital 395 Project. The cost of the Project, including providing fiber to every premises in the City of Bishop and on four Indian reservations, is \$44 million.

**Cellular Communications Towers.** Cellular communications along the 395 corridor in the Owens Valley and, as can be imagined given Inyo’s topography, throughout the County are spotty. In part, this is due to land tenure patterns and various bureaucracies’ limiting locations that private entities can easily acquire or lease. This impacts public safety and quality of life, and limits economic development opportunities. To remedy the situation, the County has commissioned a cellular tower mapping project to identify the optimum locations throughout the Owens Valley for next generation cellular infrastructure. The County believes that, as a

government agency, it may have an easier time acquiring better sites for cellular transmission towers and, once these sites are identified and acquired, the County will require funding to develop the tower sites. Inyo County is open to pursuing this infrastructure need as a publicly-owned open access network, or as a limited public-private partnership.

**Lone Pine Town Street Rehabilitation & Reconstruction Project.** The County is seeking over \$3,000,000 to rehabilitate and reconstruct 2.75 miles of streets in Lone Pine, including adding bike lanes.

**NEPA for Federal Easements for County Roads.** Ongoing ambiguity over the status of County-maintained roads on federal lands, most notably lands managed by the Forest Service, have led the County and Forest Service to identify the need for a comprehensive NEPA process that would evaluate these roads for the purposes of granting the County long-term or permanent easements for these routes.

**Other Surface Transportation Needs.** Like most jurisdictions, Inyo County has a tremendous backlog of road and bridge maintenance work that needs to be addressed to maintain the integrity of this infrastructure. This includes several mountain routes to trailheads and recreation facilities in Inyo National Forest. It also includes plans to expand the system of bicycle routes throughout the region, and dreams of restoring runs of narrow gauge railroad tracks.

**Historic Mount Whitney Fish Hatchery.** Deeded by the community to the State of California to raise Golden Trout over 100 years ago, the California Department of Fish & Wildlife has discontinued use of this facility, which includes an architecturally-iconic hatchery building, 40 acres of grounds, and water rights. The County has been in discussions with the State to acquire the property, but uncertainties regarding the status of soil contamination following the removal of underground storage tanks years ago has slowed progress to transfer the facility. The State is worried about exposing itself to possible liability by waking the proverbial sleeping dog, and if the County assumes ownership, it will need to be prepared to address at this time open-ended (albeit perceived to be limited) on-site remediation. In addition to funds for potential clean-up, if the County proceeds with acquiring the property, it will seek funding for an economic reuse plan and implementing its results.

**Other Economic Development Initiatives.** In the past year, the County has undertaken several economic development studies/analyses that, in addition to encompassing some of the projects identified above, are expected to provide sign-posts to inform an overarching economic diversification and enhancement strategy for which the County will seek funding to implement.

#### **IV. MINIMUM SCOPE OF WORK**

In requesting and evaluating proposals for **Federal Advocacy Services**, the County of Inyo intends to rely on the expertise of the respondents, as experienced professionals, to recommend and demonstrate the most advantageous and cost-effective means of assisting the County in (1) identifying, prioritizing, pursuing and obtaining federal funding for a myriad of public works and economic development projects the County has identified, or may identify in the future, as

necessary and/or desirable; and, (2) to informing and advocating for the County's Legislative Platform as well as specific legislative and regulatory initiatives.

At a minimum, the Consultant selected to provide **Federal Advocacy Services** will be expected to agree to, and successfully implement the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they will agree to undertake in addition to this minimum Scope of Work:

1. **Funding Priorities.** On an annual basis, work with the County to understand and analyze its funding needs for public works and economic development projects and initiatives, as well as ongoing and enhanced delivery of public services, that results in prioritizing the County's key funding needs in a manner that best aligns with federal budget opportunities.
2. **Legislative Platform.** Review and provide input to inform the County's development of its annual Legislative Platform. Work with the County to identify and remain cognizant of the highest federal legislative priorities of the Inyo County Board of Supervisors. Monitor and provide information to the County about federal legislative issues related to its Legislative Platform and, particularly the Board of Supervisors' top legislative priorities. Communicate County interests to, and receive feedback from, elected and appointed officials. Areas that may be covered by advocacy services include but are not limited to: transportation and transit, agriculture, economic development, health and human services, homeland security, housing, environmental protection, energy and water resources.
3. **Identification and pursuit of funding opportunities.** Once funding priorities have been established, continuously monitor and identify likely funding sources. Assist the County in effectively pursuing, preparing and obtaining federal funding and grants.
4. **Preparation of effective briefing materials.** Once funding and legislative priorities have been identified, work with the County to develop specific briefing papers or other materials for high-priority items and an agenda for all other items. These briefing papers will be used to educate and win support for funding and legislative/regulatory priorities from key federal agency staff and appointees and legislators.
5. **Meetings with key federal officials.** As requested or recommended, organize meetings in Washington, D.C. for County officials with members of Congress and staff of the Washington delegation, key Administration officials, staff from the federal agencies, as well as other relevant Congressional committee members and staff. The visits will support the County's federal funding, legislative, and policy initiatives. When appropriate, also organize meetings with county officials and federal congressional and federal agency offices in California.
6. **Maintain visibility of County funding needs and legislative issues.** Conduct frequent follow-up meetings and contacts with the County's congressional delegation, key staff for the House and Senate leadership and committees, and staff and officials from relevant



federal agencies in order to ensure that the County's issues and requests remain a high priority.

7. **Coalition-building services.** Facilitate the identification and building of strategic relationships between the County and the National Association of Counties, as well as other associations, organizations, and entities that will assist the County in achieving its funding and legislative priorities.
8. **Monthly written statements of work.** At a minimum, provide monthly written updates to the County's contract manager detailing the activities undertaken during the previous month on behalf of the County of Inyo, and reporting on the status of funding and legislative priorities.
9. **Regular phone calls and briefings to the County.** At least monthly, and more often during critical times in the legislative and funding processes, conduct phone briefings with County staff and officials to report on projects and initiatives that are underway.
10. **Availability.** Maintain phone and email contact with County representatives to provide information on emerging issues and to field inquiries from County Supervisors and executive staff.
11. **In-person visits.** Make in-person visits to Inyo County throughout the year to discuss the County's federal strategy, including: briefing staff and the Board of Supervisors on funding and legislative priorities, and facilitating visits, tours, briefings, and press events involving members of the congressional delegation and staff.
12. **Annual Report.** Annually, and at least 30 days prior to the time by which the County must decide whether to continue its engagement for **Federal Advocacy Services**, provide an annual report reviewing accomplishments and recommending possible changes in priorities or the process, including to this Scope of Work, in the future.

## V. PROPOSAL (SUBMITTAL) REQUIREMENTS

The response (submittal) to this Request For Proposals must, at a minimum, contain the following sections:

1. **Cover Letter.** A cover letter introducing the individual's or firm's interest in this project, and including the legal name, address, email, telephone and fax numbers of the individual or firm, signed by the person delegated to legally bind the individual or firm to the proposal.
2. **Recent Engagements.** Describe the individual's or firm's client engagements within the past five years performing similar work involving federal lobbying and funding efforts. Additionally, respondents must disclose any work ever performed by the individual or firm on behalf of the City of Los Angeles or the City of Los Angeles Department of Water and Power.

3. **Key Personnel.** Identify specifically the key personnel who will be assigned to work with the County of Inyo, and describe the work they will perform on behalf of the County. Submit biographies and pertinent experience of the key personnel proposed to perform the work.
4. **Work Plan.** Provide a work plan that demonstrates the respondent's understanding of the County's requirements and needs, and the respondent's ability to successfully accomplish the Scope of Work identified in Section IV, as well as any additional services the respondent may want to propose for consideration. The work plan should clearly delineate the services the County will receive for the compensation proposed.

With regard to the work plan's relation to the specific minimum components of the Scope of Work described in Section IV, the work plan must, at the very least:

- a) Identify the respondent's recommended process for determining, and intervals for updating, the County's funding and legislative priorities.
- b) Quantify any limits on the number of funding priorities, and limits on the number of legislative priorities, and time dedicated thereto the individual or firm will pursue on behalf of the County of Inyo in any given year (or other specified timeframe) corresponding to the fixed fee identified in the respondent's compensation proposal. Identify the means, and any cost associated with switching or adding to funding and legislative priorities during the year (or other specified timeframe).
- c) Describe the level and nature of work that will be performed by the responding individual or firm, and that which is expected to be performed by the County, in preparing briefing materials, funding requests and grant applications for the fixed fee specified in the respondent's compensation proposal. Identify and clearly distinguish additional preparatory services the respondent can provide for an additional fee.
- d) Detail how, and the frequency with which the individual or firm will ensure the County's funding and legislative priorities remain effectively visible to key federal officials.
- e) Suggest, based on initial knowledge of Inyo County and its funding and legislative priorities, which immediately-obvious coalitions and relationships the respondent would recommend the County pursue, and the assistance the respondent will provide.
- f) Identify the maximum number of Washington, D.C. visits and meetings the respondent will coordinate, and the minimum number of in-County visits the respondent make for the fixed fee specified in the respondent's compensation proposal.

5. **Approach and Likelihood of Success.** Select any two of the illustrative County funding priorities identified in Section III and describe your approach for assisting the County in obtaining these funds, and the realistic likelihood of success. Identify possible sources of funding, information required from the County, information and services to be provided by the Consultant, steps in the process including communications and in-person meetings between the County and Consultant, and the County, Consultant and federal officials, and reasonable measures of success.
6. **Ability to Contract and Exceptions.** This Request For Proposals, and the submittal presented by the respondent with whom the County may choose to contract as the result of this process, will be incorporated into the agreement submitted to the Inyo County Board of Supervisors for approval. The respondent must provide a statement as to the individual's or firm's ability and willingness to enter into County of Inyo Standard Contract #119, and note any exceptions. A sample of Standard Contract #119 is attached as Exhibit I, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. Only those exceptions to Standard Contract #119 identified in the respondent's proposal will be considered during the negotiation process.

Alternately, if an individual or firm prefers to use its own contract form, the contract must be included in the respondent's proposal and the County reserves the rights to negotiate its own exceptions to the contract.

This section should also be used for the respondent to summarize any exception(s) to the Scope of Work (Section IV).

7. **References.** Submit a minimum of three client references (preferably rural counties in California or the West), with contact names and their phone numbers and e-mail addresses, where similar services have been provided, and identify the duration of the relationship.
8. **Compensation Proposal.** The proposal must clearly and simply identify the monthly flat fee the individual or firm will charge the County for the services identified in the Scope of Work and corresponding Work Plan, including any quantification of minimum and maximum levels of service and engagement identified in the Work Plan (see 4a-4f above), during the first 36-month term of the contract. Clearly identify any separate expenses to be negotiated, and the cost for any additional services that may be requested by the County or proposed by the respondent.
9. **Services for the City of Bishop Services (Optional).** As noted in the Overview Section above, respondents to this Request For Proposals are invited to indicate their willingness to provide similar or shared **Federal Advocacy Services** to the City of Bishop if, at a later date, the City of Bishop City Council elects to avail the City of such services. Although optional, respondents choosing to submit this optional proposal will be eligible to receive up to five (5) bonus points as described in the Evaluation Criteria Section below.

Respondents electing to provide this optional proposal for providing **Federal Advocacy Services** for the City of Bishop working in concert with or independently of the County of Inyo should either:

- a) Describe how the services specified in the Scope of Work and corresponding Work Plan for the County of Inyo exclusively could subsequently be allocated between the County and the City for the same cost specified in the respondent's Compensation Plan. Under this scenario, the services would be provided under the County's contract with the Consultant, and the City would reimburse the County for its share of the services to which it has access.

OR

- b) Propose a separate Work Plan and Compensation Plan to be implemented through a separate contract with the City of Bishop, AND showing how both the City and County will benefit – save money and receive more services than would otherwise be possible – through this approach. Failure to clearly demonstrate the cost-benefit to the County from this approach will result in zero bonus points being awarded through the application of the Evaluation Criteria.

[Continued Next Page]

**VI. SUBMISSION OF PROPOSALS / DEADLINE**

**The deadline for receipt of proposals is 5 p.m. June 11, 2018.** Submissions must be hard copies and include one (1) unbound original and three (3) copies and be sent to:

County of Inyo  
Office of the County Administrator – Federal Advocacy Services RFP  
P.O. Drawer N / 224 N. Edwards Street  
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

Submittals received in response to this solicitation become County property and are subject to public disclosure. Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

[Continued Next Page]

**VII. EVALUATION CRITERIA**

All proposals received by the submittal deadline will be evaluated and scored by an evaluation committee comprised of County representatives using the following criteria:

<b>Criteria</b>	<b>Scoring Points Possible</b>
<b>Completeness.</b> Was the proposal submitted on time, in triplicate, and does it include the required components identified in Section V. PROPOSAL (SUBMITTAL) REQUIREMENTS above?	Pass/Fail
<b>Clarity.</b> Is the proposal presented in a manner that is easy to understand and clearly articulates the services that will be provided for the compensation sought; allowing the evaluation committee to easily assess the overall value to the County?	10
<b>Value of Funding Advocacy.</b> How does proposed level of advocacy for funding priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	40
<b>Value of Legislative Advocacy.</b> How does proposed level of advocacy for legislative priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	15
<b>Quality of Proposed Work Plan.</b> Is the proposed work plan feasible and thorough and demonstrate the proposer’s reasonable understanding of the County’s needs and challenges? Does the work plan represent an exceptional value to the County; including the number of in-County and Washington, D.C. visits proposed for the base fee?	20
<b>Experience.</b> Does the experience of the individual or firm, and key personnel, indicate the ability to successfully accomplish the Scope of Work? Do references support this conclusion?	10
<b>Ability to Contract.</b> Do any exceptions to the County’s proposed contract, or the contract proposed by the respondent, reduce the likelihood of being able to successfully negotiate an agreement?	5
<b>MAXIMUM POSSIBLE SCORE</b>	<b>100</b>
<b>BONUS POINTS</b>	
<b>City of Bishop Option.</b> If the proposer has included an option for also providing Federal Advocacy Services to the City of Bishop pursuant to Section V. Paragraph 9. Services for the City of Bishop Services (Optional) above, does this optional proposal clearly demonstrate an added value to the County of Inyo and the City of Bishop?	<b>5</b>
<p>Note: The County is providing for this option as a courtesy to the City of Bishop and does not warrant the City of Bishop will ultimately avail themselves of any proposed services. That decision will be made, if it is made, in the sole discretion of the City of Bishop and Bishop City Council, and occur after the selected Consultant enters into its contract with the County of Inyo.</p>	



## VIII. EVALUATION PROCESS

A review committee comprised of County representatives will evaluate all submitted proposals. The evaluation will be based solely on the information conveyed in the proposal, including information gleaned from client references provided by the respondent.

Proposals (submittals) will be scored and ranked by the evaluation committee based on the Evaluation Criteria set forth above and an overall assessment of “best value” to the County. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

The evaluation committee may, in its discretion, request oral presentations/interviews with all proposing firms/individuals or with the highest-ranked firms/individuals only, and/or may request the presentation of revised proposals from the highest-ranked firms/individuals (“short-list”), followed by an evaluation and ranking of the revised proposals.

The County reserves the right to proceed directly to negotiations with the highest-ranked firm/individual immediately following the initial presentation and evaluation of proposals, and negotiate with multiple respondents. All contracts over \$10,000 are subject to approval by the Inyo County Board of Supervisors. Inyo County reserves the right to reject all proposals received in response to this Request For Proposals. The County also reserves the right to waive variations from the specifications that do not render a proposal non-conforming, and the County retains the right to disregard non-conformities, non-responsive proposals or conditional proposals if in the best interest of the County.

Successful negotiations with the highest-ranked respondent will result in a professional services contract with a detailed scope of work, and including this Request For Proposals and the respondent’s submittal, being presented for consideration by the Board of Supervisors. See County of Inyo Standard Contract #119. If the County is unable to negotiate a satisfactory contract with the highest-ranked individual/firm, the next highest-ranked individual/firm may be contacted for contract negotiation. This method will continue until a contract is successfully negotiated or until all proposals are rejected, in the best interests of the County.

[Continued Next Page]

**IX. CONTRACT TERM**

Unless otherwise negotiated, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

**X. RFP QUESTIONS & INQUIRIES**

Any inquiries regarding this solicitation must be made in writing in the form of an e-mail, addressed to Kevin Carunchio, County Administrator, at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us), with "FEDERAL ADVOCACY SERVICES RFP QUESTION" in the subject line. At its sole discretion, the County may respond to inquiries made in this manner and received no later than 5 p.m. on Thursday, June 7, 2018.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Mr. Carunchio, via email with "FEDERAL ADVOCACY SERVICES RFP NOTIFICATION LIST" in the subject line, no later than 5 p.m. on Friday, June 1, 2018. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Mr. Carunchio at (760) 878-0292 to ensure their request has been received.

**XI. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise the County of Inyo, in writing, of any current Federal Suspension and Debarment.

**Debarment Certification.** By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

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**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

**TERM:**

**FROM: July 1, 2018 TO: June 30, 2021**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

##### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Inyo County and ESCOG

**SUBJECT:** Recommendation to re-establish the Inyo-Mono Broadband Consortium and apply for funding under the California Advanced Services Fund

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#### RECOMMENDED ACTION:

Request Board approved and authorize the Chairperson to sign proposed Resolution No. 2022-21 and direct the Eastern Sierra Council of Governments to apply for broadband consortia funding allocated under the California Advanced Services Fund in order to re-establish the Inyo-Mono Broadband Consortium.

#### SUMMARY/JUSTIFICATION:

On May 19, 2022 the California Public Utilities Commission (CPUC) adopted Decision (D). 22-05-029 which made programmatic changes to the California Advanced Services Fund (CASF) Consortia Grant Account and allocated \$10.71m of funding for California regional broadband consortia in FY 22-23. Broadband Consortia are recognized and funded by the CPUC to facilitate the deployment of broadband services by providing the local expertise necessary to conceptualize broadband projects which could be funded under grant programs, such as those created under SB 156 and AB 164.

Inyo County has been part of two separate broadband consortia over the past decade – the Eastern Sierra Connect Regional Broadband Consortium (2012-2015) and the first iteration of the Inyo-Mono Broadband Consortium (2016-2019). The primary focus of the work performed under both entities was to effectively leverage the opportunities created by Digital 395 – namely developing new last-mile broadband offerings and encouraging broadband adoption through awareness and marketing campaigns.

Given the opportunities presented to Inyo County under SB 156 (such as the \$10.5m allocated to the County through the Federal Funding Account), there are legitimate opportunities to further close the digital divide in Inyo County and achieve the organization's goal of delivering Gigabit internet to at least 98% of households. By leveraging CASF funding and taking a regional approach to work efforts we can better utilize resources, focus on "economy of scale" types of projects and initiatives, and keep a collaborative approach in broadband related economic development opportunities.

Under the guidance and direction of the Eastern Sierra Council of Governments (ESCOG), the IMBC would:

- Hire a Regional Broadband Coordinator, contingent on a successful CASF grant application
- Refine and implement broadband strategies
- Assist with grant applications and administration
- Further the development of economic development initiatives related to broadband

Mono County would serve as Fiscal Agent in support of the IMBC, in much the same manner as it supports the ESCOG.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Inyo County was a part of the Inyo Mono Broadband Consortium from 2016-2019

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If your Board chooses not to adopt the resolution, the IMBC would not be able to re-establish as a consortium under the governance of the ESCOG pursuant to the Joint Powers Agreement establishing the ESCOG JPA, and Inyo and Mono Counties would be not be able to apply for this funding opportunity.

**OTHER AGENCY INVOLVEMENT:**

Eastern Sierra Council of Governments, Mono County, City of Bishop and Town of Mammoth Lakes

**FINANCING:**

The IMBC can request up to \$200,000 per year for four consecutive years.

**ATTACHMENTS:**

1. IMBC Consortium Resolution - Inyo

**APPROVALS:**

Darcy Ellis  
John Vallejo  
Leslie Chapman

Created/Initiated - 6/14/2022  
Approved - 6/14/2022  
Final Approval - 6/15/2022

**RESOLUTION NO. 2022 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA,  
REQUESTING AND APPROVING A PROGRAM OF WORK FOR THE EASTERN  
SIERRA COUNCIL OF GOVERNMENTS RELATED TO THE INYO-MONO  
BROADBAND CONSORTIUM**

**WHEREAS**, from approximately 2016 to 2019, the Inyo-Mono Broadband Consortium (IMBC) operated within and under the governance of the Eastern Sierra Council of Governments (ESCOG);

**WHEREAS**, during this time, the IMBC was awarded roughly \$105,000 of funding from the Consortia Account of the California Advances Services Fund (CASF) administered by the California Public Utilities Commission (CPUC);

**WHEREAS**, the IMBC used these funds to achieve crucial regional goals related to improving broadband access and adoption, including developing awareness around broadband offerings, producing tools to assist with selecting providers, assisting with policy creation within the agencies, and developing marketing materials;

**WHEREAS**, in April 2019, when the CASF grant was full expended, the IMBC went dormant;

**WHEREAS**, in January 2020, the ESCOG modified its organizational structure and entered into a formal joint powers authority agreement that includes the City of Bishop, County of Inyo, Town of Mammoth Lakes, and County of Mono;

**WHEREAS**, section 3.01 of the ESCOG JPA agreement requires ESCOG to obtain the approval of all four of its member agencies before engaging in substantive projects, such as applying for grants or participating in state or federal programs;

**WHEREAS**, in early June 2022, ESCOG administration became aware that the CPUC adopted Decision 22-05-029, which modified the rules for CASF consortia, expanded the activities that consortia could engage in, and allocated an additional \$10.7 million in grant funding for consortia to spend on any of the following eligible activities:

- Collaborating with the Commission and other state agencies to engage regional consortia, local officials, internet service providers (ISPs), stakeholders, and consumers regarding priority areas and cost-effective strategies to achieve the broadband access goal.
- Identifying potential CASF infrastructure projects or potential broadband deployment projects related to new programs created under SB 156 and AB 164, along with other opportunities, where providers can expand and improve their



infrastructure and service offerings to achieve the goal of reaching 98% broadband deployment in each consortia region.

- Assisting potential CASF infrastructure applicants or potential applicants for broadband deployment projects related to the new programs created under SB 156 and AB 164 in the project development or grant application process.
- Conducting activities that will lead to or that can be reasonably expected to lead to CASF infrastructure projects or broadband deployment projects related to new programs created under SB 156 and AB 164, including but not limited to the following examples of allowable activities:
  - Supporting project permitting activities.
  - Engaging local government officials and communities to better understand and explain regional broadband needs and solutions and providing technical assistance to such entities.
  - Conducting an inventory of public assets (e.g., rights-of-ways, publicly owned towers, public utility poles, equipment housing, publicly owned property) and aggregate demand, including speed tests and the identification and updates of priority areas.
- Assisting the Commission in publicizing requests for wireline testing volunteers in areas, as needed.
- Assisting the Commission in promoting broadband deployment in California, related to the Federal Funding Account and other programs including Middle-Mile, Broadband Loan Loss Reserve, and Local Agency Technical Assistance created under SB 156 and AB 164.

**WHEREAS**, in order to prepare a strong application to access this latest round of CASF and avoid duplication of efforts, the members of the IMBC should agree upon a central entity to house and administer the IMBC, agree upon basic details regarding the governance of the IMBC, and assign an entity to submit a CASF application on behalf of all members of the IMBC;

**WHEREAS**, ESCOG is uniquely qualified to fulfill the tasks enumerated above. The IMBC was previously housed within ESCOG from 2016-2019. Additionally, ESCOG is a regional entity whose Board contains representatives from all four entities that make up the IMBC.

**NOW THEREFORE BE IT RESOLVED** by the Inyo County Board of Supervisors that,

1. The County of Inyo requests that ESCOG engage in a program of work related to the IMBC. Specifically, the County of Inyo requests that:
  - a. ESCOG house the IMBC within its governance structure and provide administrative support to the IMBC.
  - b. The Board of Directors of ESCOG serve as the Board of the IMBC.

c. On behalf of the Eastern Sierra region, ESCOG submit all applications and materials necessary to access the CASF made available by the CPUC's Decision 22-05-029.

2. Should ESCOG choose to engage in the IMBC Program of Work, ESCOG is empowered to apply for, administer, and expend grants and other sources of revenue to participate in regional broadband development efforts, including but not limited to the CASF made available by Decision 22-05-029; take official positions on matters of policy related to regional broadband development efforts; serve as the governing body of the IMBC; engage in any actions already authorized by the ESCOG Joint Powers Agreement including the securing of appropriate levels of insurance and hiring personnel; and take any other actions reasonable related to its pursuit of the above-mentioned broadband development activities, provided, however, that the IMBC Program of Work shall not be authorized to incur debt that is not otherwise secured by the Program's identified revenue. Member agency funding to support such work is subject to approval by each agency and action by the ESCOG shall not obligate members financially.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
DAN TOTTEROH, Chairperson  
Inyo County Board of Supervisors

ATTEST: Leslie Chapman  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board



# County of Inyo



## County Administrator - Public Defender

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Agreement for Online Legal Research

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**RECOMMENDED ACTION:**

Request Board approve the agreement between the County of Inyo and LexisNexis, a division of RELX Inc. of Dallas, TX, for the provision of a subscription for access to Legal information in an amount not to exceed \$17,892 for the period of July 1, 2022 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Senior Budget Analyst to sign.

**SUMMARY/JUSTIFICATION:**

The County Administrative Officer met with all of the Contract Public Defenders in the past couple of months to discuss their contracts and caseloads. One request made by all of them was to have access to some sort of legal subscription so that they have the ability to do research for their clients' cases. The agreement was made to supply the Contracted Public Defenders with a subscription, as it is the goal that they are successful in their duties.

The CAO's office contacted both known online research companies and LexisNexis came in substantially lower than the other. The Public Defenders were invited to an online review of the program and are happy with the product. This contract will allow the Public Defenders and their staff access to the online platform for legal research.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny this request, leaving the Public Defenders with limited resources to assist their clients.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Funding for this agreement will be budgeted each year in the Public Defender Budget (022600) in General Operating (5311).

**ATTACHMENTS:**

1. Inyo County Lexis Subscription Agreement

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington  
John Vallejo  
Amy Shepherd

Created/Initiated - 6/16/2022  
Approved - 6/16/2022  
Approved - 6/16/2022  
Approved - 6/16/2022  
Final Approval - 6/16/2022

<b>“Subscriber” Name: Inyo County, CA Public Defender Services</b>
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<b>Account Number: 1001DSOH4</b>
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<b>“LN”: LexisNexis, a division of RELX Inc.</b>
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### 1. Subscription Agreement

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis® and the materials available therein (“Materials”) pursuant to terms set forth in the LexisNexis General Terms and Conditions (“General Terms”) and the pricing set forth in the Price Schedule (“Price Schedule”) (the General Terms together with the Price Schedule is collectively referred to as the “Subscription Agreement”), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

### 2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber’s organization is as set forth below. A “Government Professional User” is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>4</b>
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2.2. A “Support Staff User” is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID’s may be issued to support staff for each Government Professional User accounted for above.

<b>Number of Support Staff Users:</b>	<b>12</b>
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2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User solely on behalf of the Subscriber.

2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- i. At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The Term of Subscriber’s commitment for the Lexis product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 3.5 below (the “Initial Term”).

- 3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a “Renewal Term”), unless either Party provides written notice of non-renewal at least thirty (30) days’ prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. “Term” means, collectively, the Initial Term and all Renewal Terms.
- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	SKU Number	Number of Users
CA National Government Package	1537088	4

- 3.5. In exchange for access to the Lexis Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the “Monthly Commitment”) during the periods set forth below.

Initial Term	Monthly Commitment
7/1/22-6/30/23	477
7/1/23-6/30/24	497
7/1/24-6/30/25	517

- 3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Content described above which will be offered to Subscriber at an additional charge (“Alternate Materials”). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

\_\_\_\_\_  
(Initial) **Subscriber elects access to the Alternate Materials**

3.7. Use of Lexis under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.8. LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

#### 4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 6/30/22.

#### 5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

#### 6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

#### 7. Miscellaneous

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**





**LEXIS® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER-AAR)

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: Inyo County, CA Public Defender Services</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b> _____
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____
<b>Number of Professional Users:</b> _____

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b> _____
<b>Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

CUSTOMER INFORMATION (Please type or print):		
<b>Organization Name: (Full Legal Name)</b>	Inyo County, CA Public Defender Services	
<b>Billing Frequency:</b>	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annually
<b>Physical Address</b>		<b>Invoice Address</b>
<b>Street Address:</b>	224 North Edwards Street	PO Drawer N
<b>City:</b>	Independence	Independence
<b>State:</b>	CA	CA
<b>Zip:</b>	93526	93526
<b>County:</b>	Inyo	Inyo
<b>Telephone:</b>	760-878-0262	760-878-0262
<b>Fax:</b>	760-878-0465	760-878-0465
<b>Parent Company: (if applicable)</b>		

TYPE OF ORGANIZATION		
<input type="checkbox"/> Legislative <input type="checkbox"/> Judicial <input type="checkbox"/> Executive		
Professional User:	Practicing Area of Law:	
Support Staff:	Employer Identification Number:	
Bar No:	Issuing State:	
Date Issued/Expiration Date:	Organization Web Address:	
Tax Exempt: <input type="checkbox"/> Yes (attach Sales Tax Exemption Certificate) <input type="checkbox"/> No	MSA: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Tax ID No:	State Contract No: (If applicable)	
	PO No: (If applicable)	

CONTACTS			
	Name	Telephone	Email
<b>Installation:</b>	Denelle Carrington	760-878-0262	dcarrington@inyocounty.us
<b>Billing:</b>	" "	" "	" "
<b>Policy/Legal Notification:</b>	" "	" "	" "
<b>Scheduling/Training:</b>	" "	" "	" "

	Name	Telephone
<b>Super Admin:</b>	Denelle Carrington	760-878-0262
	Email	IP Address
	dcarrington@inyocounty.us	

<b>CUSTOMER ID INFORMATION (Please type or print)</b>			
<b>ID Holders' Names</b> (additional sheet attached <input type="checkbox"/> )	<b>ID Holders' Titles/Positions</b>	<b>ID Holders' Email Addresses</b>	<b>Location/Address</b>
Gerard Harvey	Public Defender - Contract	gbhlaw@gmail.com	PO Box 1701, Bishop, CA 93515
Elizabeth Corpora	Public Defender - Contract	ecorpora86@gmail.com	PO Box 1161, Bishop, CA 93515
Terry Walker	Public Defender - Contract	tkwlaw@aol.com	1488 Bear Creek Drive, Bishop, CA 93514
Mark Johnson	Public Defender - Contract	mark@crimelaw.org	308 W. Line Street, Ste 9, Bishop, CA 93514



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Lucy Vincent

**SUBJECT:** Approval of the contract between Inyo County Behavioral Health and Bakersfield Recovery Services, Inc. for residential alcohol and drug treatment.

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**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Bakersfield Recovery Services, Inc. of Bakersfield, CA for the provision of residential alcohol and drug treatment in an amount not to exceed \$30,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign the contract and QSO/BA Agreement, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

It is the County's responsibility as part of our State Plan Drug Medi-Cal contract with the Department of Health Care services to provide access to residential care for perinatal women who need this level of care. Bakersfield Recovery Services, Inc. (BRS) offers a wide array of substance use disorder treatment services, including perinatal residential treatment at their Lincoln Street site. We have worked diligently with (BRS) and Kern County Behavioral Health and Recovery services to ensure that the required services, coordination, and monitoring are in place. This contract ensures that Inyo County Medi-Cal perinatal beneficiaries are able to access services within our neighboring county of Kern. Bakersfield has the closest treatment program for these services.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this contract resulting in either: 1) Inyo County residents in need of residential substance use disorder treatment being sent to other programs around California and Nevada at a greater distance from Inyo or 2) DHCS will contract for these services and bill the County without our being able to control costs.

**OTHER AGENCY INVOLVEMENT:**

Healthcare services, Child Welfare, Courts and Probation

**FINANCING:**

State and Federal funds. Partial reimbursement for treatment costs through Drug MediCal. This contract is budgeted in SUD (045315) in Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Bakersfield Recovery Services Contract FY22-23

**APPROVALS:**

Lucy Vincent	Created/Initiated - 5/31/2022
Darcy Ellis	Approved - 6/1/2022
Lucy Vincent	Approved - 6/1/2022
Marilyn Mann	Approved - 6/6/2022
Anna Scott	Approved - 6/6/2022
Melissa Best-Baker	Approved - 6/6/2022
John Vallejo	Approved - 6/7/2022
Amy Shepherd	Approved - 6/14/2022
Anna Scott	Final Approval - 6/14/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAKERSFIELD RECOVERY SERVICES  
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential Treatment services of Bakersfield Recovery Services, Inc. of Bakersfield, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1) SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kimball Pier, Ph.D., LMFT, whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2) TERM.**

The term of this Agreement shall be from 7/1/22 to 6/30/23 unless sooner terminated as provided below.

**3) CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request. Contractor agrees that County has the right to withhold payments until Contractor has submitted any required data and reports to County.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.



D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty Five Thousand Dollars (\$25,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4) WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5) REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6) OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7) COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8) INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

**9) STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**10) DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11) RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of ten (10) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12) NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13) CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

The parties agree that if the Contractor fails to comply with the provisions of W&I Code Section 14124.24, all areas related to the DMC Treatment Program SUD services within this Contract shall be null and void.

**14) ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**15) DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16) WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17) CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18) CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19) POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20) SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21) FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22) AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23) ADDITIONAL CONTRACT RESTRICTIONS.**

This contract is subject to all terms and restrictions contained within Attachment D – "SUD Part II Additional Contract Terms and Restrictions."

**24) NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo  
HHS Behavioral Health  
1360 N. Main St., Ste. 124  
Bishop, CA 93514

Contractor:  
Bakersfield Recovery Services, Inc.  
PO Box 3218  
Bakersfield, CA 93385

**25) ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAKERSFIELD RECOVERY SERVICES  
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

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

By:   
Signature

\_\_\_\_\_  
Print or Type Name

Eric Sanders  
Print or Type Name

Dated: \_\_\_\_\_

Dated: 6-1-22

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Trace Churchla

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAKERSFIELD RECOVERY SERVICES  
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

**TERM: 7/1/22 to 6/30/23**

**SCOPE OF WORK:**

**Clinically Managed Residential Withdrawal Management (WM), ASAM Level 3.2:**

a. Scope of Services:

Contractor WM services shall be provided when determined medically necessary by a Medical Director or Health Care Practitioner (HCP) and in accordance with an individualized client plan. Medically necessary habilitative and rehabilitative services shall be provided in accordance with the individualized treatment plan prescribed by a licensed physician, licensed prescriber, or LPHA and approved and authorized according to the state of California requirements. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process. Contractor shall provide 24-hour intensive supervision and treatment for individuals who are in the stages of withdrawal from alcohol and/or other drugs. Treatment staff members shall be appropriately credentialed, trained and competent in implementing physician approved protocols for client observation and supervision, determination of appropriate level of care, and support for the client's transition to continuing care. Clients shall be observed closely for physical or psychological complications of withdrawal. Clients shall be provided with group and individual counseling to assist in the early recovery process. Rest, emotional support, proper nutrition and hydration, vitamin supplementation and social support shall be provided as additional interventions as ordered by the physician or otherwise as appropriate and necessary. The length of stay shall be determined by the individual's withdrawal symptoms and attending physician or other HCP, with a maximum stay of thirty (30) days and an average stay of fourteen (14) days. Referrals for continued care and development of a discharge plan shall be developed with the client. Services shall include providing client access and information related to health and Medi-Cal programs.

b. Service Specifications shall include:

- 1) Intake: This shall include the evaluation or analysis of SUD, the diagnosis of SUD, the assessment of treatment needs; and may include a physical examination and laboratory testing necessary for SUD treatment.
- 2) Observation: Clients shall be monitored in accordance with State licensing requirements and as ordered by MD or another HCP.
- 3) Medication Services: Contractor shall be responsible for the prescription and administration of federally approved medications related to substance use disorder treatment services, including the assessment of side effects or results of such medication. Services shall be conducted by staff lawfully authorized to provide such services within their scope of practice or license.
- 4) Discharge Services: Contractor shall prepare client for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.
- 5) Case Management: Contractor shall provide 10 hours per month of case management

services to client. The components of case management services include comprehensive assessment and periodic reassessment of individuals needs to determine the need for continuation of case management services. The Contractor shall use a comprehensive case management model based on the ASAM bio-psycho-social assessment to identify needs, develop a case plan, and follow the SAMHSA CSAT TIP 27 (Treatment Improvement Protocol) Comprehensive Case Management for Substance Abuse Treatment. Case management provided beyond 10 hours per month shall be authorized by County.

**Clinically Managed High Intensity Residential Services:**

a. Scope of Services:

Contractor services are provided when determined medically necessary by a Medical Director or other Licensed Practitioner of the Healing Arts (LPHA). Contractor shall provide variable length of stay residential treatment program for men, women and youth under 18 who have become dependent on alcohol and/or other drugs, who are residents of Inyo County. Women who are pregnant or women with children will be served by the Perinatal Residential Treatment center. Referral authorization must come from the County and must be reauthorized by County at least every 30 days.

b. Service Specifications:

- 1) Contractor shall provide 24/7 telephone or in person consultation with physicians, or a physician assistant or nurse practitioner and emergency services as well as access to other levels of care that are directly affiliated or closely coordinated referrals to more or less intensive levels of care.
- 2) Contractor shall be staffed at sufficient levels with licensed or credentialed clinical staff such as addiction counselors, social workers, or licensed professional counselors working in multi-disciplinary teams. Health professional staff such as counselor aides or group living workers shall be available on-site 24-hours a day or as required by licensing regulations including one or more clinicians with competence in SUD treatment available on-site 24 hours or available by phone.
- 3) Contractor shall have a written intake procedure for new residents which shall have, at a minimum, the following:
  - i. Contractor shall have a written policy prohibiting alcohol and any drugs other than prescription medication at the facility;
  - ii. Detailed treatment plan for each client served;
  - iii. Admission interviews to be scheduled within 1 week of receipt of referral from County, regardless of bed availability.
- 4) Contractor shall provide 10 hours per month of case management services to client. The components of case management services include comprehensive assessment and periodic reassessment of individuals needs to determine the need for continuation of case management services. The Contractor shall use a comprehensive case management model based on the ASAM bio-psycho-social assessment to identify needs, develop a case plan, and follow the SAMHSA CSAT TIP 27 (Treatment Improvement Protocol) Comprehensive Case Management for Substance Abuse Treatment. Case management provided beyond 10 hours per month must be authorized by County.
- 5) Contractor shall provide alcohol and drug free residential treatment program which shall include both individual and group counseling, required for the adult residences at a maximum stay of ninety (90) days, which must be consecutive days, at the discretion of the County Drug and Alcohol Specialist assigned to the program and/or County Drug

and Alcohol Program Supervisor. Contractor shall notify County of admission/bed availability for each referred client and coordinate same day transportation for the client. Transportation shall be provided by Contractor at rates listed in Exhibit B.

- 6) All individuals on any established waiting list shall receive interim services as defined by 45 CFR Sections 96.121 and 96.131. County shall provide these interim services.
- 7) Contractor shall notify the County within 24 hours of a client voluntarily terminating their stay at the facility prior to program completion. If Contractor must discharge a client prior to program completion for rules violation(s), Contractor shall provide County with telephonic notification within 24 hours prior to the discharge in order to enable the County to make arrangements as to plan of action for said client. In the event the discharge must take place immediately due to threat to safety of staff or clients, Contractor shall contact the County within 24 hours of the client's discharge. Contractor shall follow all applicable laws and regulations in the performance of the discharge.
- 8) Contractor shall provide referrals to other programs that are supervised activities designed to help clients "transition" back into the community, including education; social/recreational events; continuing self-help/support group meetings, searching for a job and/or spiritual or volunteer activities or the Contractor shall provide such services.
- 9) Contractor shall provide adequate opportunities for residents to participate in activities consistent with the stated goals and objectives of their treatment plans, if any, by facilitating referrals, transportation, and care management. Contractor may bring in community resources to the facility for ease of access.
- 10) Contractor shall support and cooperate with all residents' known court orders and accommodate residents' schedules for compliance with the residents' treatment plans, if any.
- 11) Contractor shall conduct drug testing as needed and to the extent permitted by law.
- 12) Contractor shall report daily bed count with dates of occupancy per client on monthly claim.
- 13) When a disagreement regarding placement, treatment, discharge or other client services arises which cannot be resolved by County or Contractor staff, the executive director from Contractor and the County shall confer to resolve the issue.

Contractor shall comply with the California Department of Healthcare Services Perinatal Practice Guidelines FY 2018-19 (available here: [https://www.dhcs.ca.gov/Individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/Individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)) when providing services to pregnant women.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAKERSFIELD RECOVERY SERVICES  
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

**TERM: 7/1/22 to 6/30/23**

**SCHEDULE OF FEES:**

County of Inyo shall compensate Contractor based on the following daily rates and billed monthly. The levels of care are identified by the American Society for Addiction Medicine.

ASAM Level	Room & Board	Clinical Fee	Total Rate
3.1	68.91	91.99	160.90
3.2	68.91	197.19	266.10
3.5	68.91	100.79	169.70

1. For Level 3.1 Clinically Managed, High Intensity Residential services rendered, Contractor shall be paid at the rate of Ninety One Dollars and Ninety Nine Cents (\$91.99) per authorized resident for each day that clinical treatment services are provided, and Sixty Eight Dollars and Ninety One Cents (\$68.91) for each day that the individual is in residence at the facility. The combined rate for room and board and clinical treatment services shall total One Hundred Sixty Dollars and Ninety Cents (\$160.90) per day, per authorized resident.

2. For sites certified to provide Level 3.2-WM Clinically Managed Residential Withdrawal Management services; for services rendered, Contractor shall be paid at the rate of One Hundred and Ninety Seven Dollars and Nineteen Cents (\$197.19) per authorized resident for each day that clinical treatment services are provided, and Sixty Eight Dollars and Ninety One cents (\$68.91) for each day that the individual is in residence at the facility. The combined rate for room and board and clinical treatment services shall total Two Hundred Sixty Six Dollars and Ten Cents (\$266.10) per day, per authorized resident.

3. For Level 3.5 Clinically Managed, High Intensity Residential services rendered for Adolescents. Contractor shall be paid at the rate of One Hundred Dollars and Seventy Nine Cents (\$100.79) per authorized resident for each day that clinical treatment services are provided, and Sixty Eight Dollars and Ninety One Cents (\$68.91) for each day that the individual is in residence at the facility. The combined rate for room and board and clinical treatment services shall total One Hundred Sixty Nine Dollars and Seventy Cents (\$169.70) per day, per authorized resident.

3. Contractor shall only be compensated for room and board at the rate of Sixty Eight Dollars and Ninety One cents (\$68.91) on days when no clinical services are provided.

**ATTACHMENT B.1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAKERSFIELD RECOVERY SERVICES  
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

- A. Funding from Substance Abuse Prevention and Treatment Block Grant (SABG) will be used to pay for room and board costs of this contract. SABG is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. Drug M/C will be billed for allowed services which could include: intake, admission physical examination and laboratory tests, medical direction, treatment planning, individual and group counseling services, parenting education, body specimen screens, medication services, collateral services, and crisis intervention services.
- B. This contract is a subaward of the federal SABG award from Department of Health Care Services to County of Inyo (EIN 95-6005445).
- C. The CFDA number is 93.959-Block Grants for Prevention and Treatment of Substance Abuse. The SABG award amount is \$432,264 for FY22-23.
- D. An indirect cost rate shall not exceed 10%.
- E. At the end of this contract, the total amount of Drug MediCal and SABG funds awarded can be provided if requested.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAKERSFIELD RECOVERY SERVICES  
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

**TERM: 7/1/22 to 6/30/23**

**SEE ATTACHED INSURANCE PROVISIONS**



## Insurance Requirements Attachment

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$3,000,000 general aggregate.

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$5,000,000 per accident for bodily injury and property damage. (Limit reduced to \$1,000,000 per accident for bodily injury and property damage if contractor will not be transporting Inyo County patients outside their facility.)

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**Professional Liability (Errors and Omissions):** appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

**Cyber Liability Insurance:** required if contractor has access and management of electronic medical records of Inyo County clients/patients, with limits not less than **\$1,000,000** per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### OTHER INSURANCE PROVISIONS

**ENDORSEMENTS.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. Additional Insured Status.** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20

## Insurance Requirements Attachment

10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

2. **Primary Coverage.** For any claims related to this contract, **the Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.
4. **Waiver of Subrogation.** Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

**Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**Self-Insured Retentions.** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

**Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

## **Insurance Requirements Attachment**

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage.** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Documents may be sent to [risk@inyocounty.us](mailto:risk@inyocounty.us).

**Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Special Risks or Circumstances.** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAKERSFIELD RECOVERY SERVICES  
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

**TERM: 7/1/22 to 6/30/23**

**See attached SUD Part II Additional Contract Terms and Restrictions**

**COUNTY OF INYO**  
**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE**  
**AGREEMENT (QSO/BA AGREEMENT)**  
**FOR SUBSTANCE USE DISORDER SERVICES**

This Qualified Service Organization/Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as “HHS-BH,” and Bakersfield Recovery Services Treatment Center, referred to herein as “Treatment Center.”

This Agreement is effective as of June 1, 2021, (the “Agreement Effective Date.”)

HHS-BH and the Treatment Center hereby enter into an agreement whereby the Treatment Center agrees to provide the services described in Exhibit A: Scope of Services. Furthermore, the Treatment Center:

1. acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from HHS-BH identifying or otherwise relating to the patients of the Treatment Center (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;
2. agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;
4. agrees that, when the Treatment Center uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;
5. agrees that if the Treatment Center enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA, and, if the Treatment Center learns of a pattern or practice by the agent that is a material breach of the contract with the Treatment Center, to take reasonable steps to cure the breach or terminate the contract, if feasible;
6. agrees to comply with HIPAA’s security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
7. agrees to report breaches of protected information to HHS-BH;
8. agrees to report to HHS-BH in writing of any use or disclosure of the protected information not provided for in this Agreement of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 USC Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].

9. agrees to ensure that any agent, including a subcontractor, to whom the Treatment Center provides protected information received from the HHS-BH, or creates or receives on behalf of HHS-BH, agrees to the same restrictions and conditions that apply through this Agreement to the Treatment Center with respect to such information;
10. agrees to provide access to the protected information at the request of HHS-BH, or to an individual as directed by HHS-BH, in order to meet the requirements of 45 C.F.R. §164.524 which provides patients with the right to access and copy their own protected information. Protected information shall be made available to HHS-BH for inspection and copying within ten (10) days of a request by HHS-BH to enable HHS-BH to fulfill its obligations under the Privacy Rule, or for amendment to protected information as directed or agreed to by HHS-BH pursuant to 45 C.F.R. §164.526;
11. agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the HHS-BH, or created or received by the Treatment Center on behalf of HHS-BH, to HHS-BH or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Program's compliance with HIPAA within ten (10) days of request;
12. agrees to document disclosures of protected information, and information related to such disclosures, as would be required for HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
13. agrees to provide HHS-BH or an individual information in accordance with paragraph (9) of this agreement to permit HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

Termination

1. HHS-BH may terminate this Agreement if it determines that the Treatment Center has violated any material term.
2. Upon termination of this Agreement for any reason, the Treatment Center shall return or destroy all protected information received from HHS-BH, or created or received by the Treatment Center on behalf of HHS-BH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Treatment Center. The Treatment Center shall retain no copies of the protected information.
3. In the event that the Treatment Center determines that returning or destroying the protected information is infeasible, the Treatment Center shall notify HHS-BH of the conditions that make return or destruction infeasible.
4. Upon notification that the return or destruction of the protected information is infeasible, the Treatment Center shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Treatment Center maintains the information.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.





## **Part II – General**

### **A. Additional Contract Restrictions**

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

### **B. Hatch Act**

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### **C. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

### **D. Noncompliance with Reporting Requirements**

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

### **E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

## F. Debarment and Suspension

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

## G. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

## H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

### 1. Trading Partner Requirements

- a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

## 2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

## 3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

## 4. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

## 5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

## 6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete,

and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**N. Trafficking Victims Protection Act of 2000**

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

**O. Tribal Communities and Organizations**

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

**P. Participation of County Behavioral Health Director's Association of California.**

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**Q. Youth Treatment Guidelines**

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

**R. Perinatal Practice Guidelines**

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are

established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access



to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

#### Y. Subcontract Provisions

Contractor shall include all of the foregoing Part II general provisions in all of its subcontracts.



# County of Inyo



## Health & Human Services - First 5

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Serena Johnson

**SUBJECT:** First 5 California Home Visiting Coordination Grant Local Agency Agreement (LAA CFF HV 2020-14 Amendment Number 2) Approval

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**RECOMMENDED ACTION:**

Request Board approve the contract extension between the County of Inyo and First 5 California of Sacramento, CA for the provision of home visiting coordination funding in an amount not to exceed \$90,772.92 for the period of December 9, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

This Local Area Agreement (LAA) is a contract extension to the First 5 California Home Visiting Coordination Request for Application released May 15, 2020. Home visiting plays a vital role in addressing the needs of pregnant women, young children, and families. Due to COVID-19 stressors, implementing the activities as planned were delayed, and First 5 California is offering the extension to complete activities. The funding authorized by First 5 California shall be dedicated to helping counties focus on family recovery from the COVID-19 crisis by rebuilding and strengthening their home visiting programs, and embedding home visiting into other systems of child and family support that are critical to recovery.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this contract. This is not recommended, as this would prevent First 5 from facilitating activities that enable families to be served during their greatest need and to recover from the effects of the COVID-19 pandemic.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Perinatal Taskforce members support home visiting coordination activities including programs from Northern Inyo Healthcare District, Toiyabe Indian Health Project, and Inyo County Health & Human Services.

**FINANCING:**

100% state funding from First 5 California. These funds will be recognized in First 5 (643000) in State Other

(4499). No County General Funds.

**ATTACHMENTS:**

1. First 5 Home Visit Agreement

**APPROVALS:**

Serena Johnson	Created/Initiated - 6/3/2022
Darcy Ellis	Approved - 6/3/2022
Anna Scott	Approved - 6/3/2022
Melissa Best-Baker	Approved - 6/4/2022
John Vallejo	Approved - 6/4/2022
Amy Shepherd	Approved - 6/6/2022
Anna Scott	Final Approval - 6/6/2022

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES

AGREEMENT NUMBER <b>LAACFFHV2020-14</b>	AMENDMENT NUMBER <b>2</b>	Purchasing Authority Number <b>CFC-4250</b>
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

First 5 California

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

December 9, 2020

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement after this Amendment is:

\$ 90,772.92 Ninety Thousand, Seven Hundred Seventy-Two Dollars and Ninety-Two Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment 2 shall incorporate the following:

- 1) Amends the term of the agreement to extend the original term end date from June 30, 2022 to June 30, 2023.
- 2) Exhibit A, Scope of Work, Section 8, Deliverables shall be replaced to update the information in the Deliverables table and is denoted in the header as Amendment 2
- 3) Amends Exhibit B2 and B3 in their entirety and are denoted in the headers as Amendment 2.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS

P.O. Drawer H

CITY

Independence

STATE

CA

ZIP

93526

PRINTED NAME OF PERSON SIGNING

Marilyn Mann

TITLE

Director of Health &amp; Human Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES

AGREEMENT NUMBER <b>LAACFFHV2020-14</b>	AMENDMENT NUMBER <b>2</b>	Purchasing Authority Number <b>CFC-4250</b>
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

First 5 California

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 260

CITY

Sacramento

STATE

CA

ZIP

PRINTED NAME OF PERSON SIGNING

Jackie Wong

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Exhibit A**  
**Scope of Work**  
**Home Visiting Coordination**

**8. Deliverables**

Task	Deliverable	Due Date
Task 1.B.1	Semi-Annual Invoices	<ul style="list-style-type: none"> <li>• Due January 31 for the period July 1 – December 31</li> <li>• Due July 31 for the period January 1 – June 30</li> </ul>
Task 2.A.1	Submit HVC Action Plan Exhibit A, Attachment 1	<ul style="list-style-type: none"> <li>• Due December 31, 2020</li> </ul>
Task 2.A.2	Updated HVC Action Plan, Exhibit A, Attachment 2	<ul style="list-style-type: none"> <li>• Due July 31, 2021</li> <li>• Due September 30, 2022</li> </ul>
Task 2.B	Written Annual Performance Report	<ul style="list-style-type: none"> <li>• Due July 31, 2021</li> <li>• Due June 30, 2022</li> <li>• Due June 15, 2023</li> </ul>
Task 2.C	Data About Families and Services	<ul style="list-style-type: none"> <li>• Due annually upon request</li> </ul>

**Home Visiting Coordination Funding Budget**  
**REVISION/EXTENTION**  
**Fiscal Years 2020-2021 through 2022-2023**

Home Visiting Coordination Funding  
 County of Inyo  
 Agreement No. LAA CFF HV 2020-14 A2  
 Exhibit B, Attachment B-2  
 Page 1 of 1

Fiscal Lead Agency:	Inyo County Health & Human Services
Remittance Address	P.O. Drawer H
City, Zip Code	Independence, CA 93526
Fiscal Lead Agency Contact:	Melissa Best-Baker
Phone Number:	760-878-0232
Email:	<a href="mailto:mbestbaker@inyocounty.us">mbestbaker@inyocounty.us</a>
<b>REVISION DATE:</b>	3/21/2022
<b>This budget is a:</b>	Budget Change and Extension (Option 2)

Budget Category	FY 2020-2021 (actuals)	FY 2021-2022	FY 2022-2023	Total
<b>A. PERSONNEL</b>				
Salaries	\$ -	\$ 16,506.00	\$ 4,580.45	\$ 21,086.45
Benefits	\$ -	\$ 10,302.30	\$ 1,692.00	\$ 11,994.30
<b>Total Personnel</b>	<b>\$ -</b>	<b>\$ 26,808.30</b>	<b>\$ 6,272.45</b>	<b>\$ 33,080.75</b>
<b>B. OPERATING</b>				
Materials and Supplies	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Incentives/Stipends	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ 53,670.92	\$ 53,670.92
Other	\$ -	\$ -	\$ -	\$ -
<b>Total Operations</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 53,670.92</b>	<b>\$ 53,670.92</b>
<b>C. TOTALS</b>				
<b>Total Direct Costs (A+B)</b>	<b>\$ -</b>	<b>\$ 26,808.30</b>	<b>\$ 59,943.37</b>	<b>\$ 86,751.67</b>
<b>Total Direct Costs Applied to Indirect</b>	<b>\$ -</b>	<b>\$ 26,808.30</b>	<b>\$ -</b>	<b>\$ 26,808.30</b>
<b>Indirect Cost Rate</b> (not to exceed 15%)	0%	15%	0%	
<b>Total Indirect Costs</b>	<b>\$ -</b>	<b>\$ 4,021.25</b>	<b>\$ -</b>	<b>\$ 4,021.25</b>
<b>Total Funds</b>	<b>\$ -</b>	<b>\$ 30,829.55</b>	<b>\$ 59,943.37</b>	<b>\$ 90,772.92</b>
<b>D. TOTAL MATCH FUNDS</b> (if applicable)	<b>\$ -</b>	<b>\$ 5,297.35</b>	<b>\$ -</b>	<b>\$ 5,297.35</b>

<b>E. Signature</b>	
I, the official named below hereby request First 5 California Home Visiting Coordination funding in the amount represented in the table above. I certify that the information represented on this form is true and correct to the best of my knowledge and compliant with the requirements in the HVC funding LAA.	
Name of Lead Agency Executive Director or Authorized Designee :	Melissa Best-Baker, Senior Management Analyst
Authorized Signature:	<i>Melissa Best-Baker</i>
Date Signed:	3/23/2022





**Home Visiting Coordination Funding Budget Narrative: REVISION**

County: Inyo

Fiscal Lead Agency: Inyo County Health & Human Services

**REVISION DATE:** 3/21/2022

**A. Personnel**

**Total Personnel (Salaries + Benefits)**

2020–2021	2021–2022	2022–2023	Total
\$ 0	\$ 26,808.30	\$ 6,272.45	\$ 33,080.75

**1. Salaries**

2020–2021	2021–2022	2022–2023	Total
\$ 0	\$ 16,506.00	\$ 4,580.45	\$ 21,086.45

Addition in FY 22/23 of First 5 Director \$91,609.00 (Base Salary) x 5% FTE= not to exceed \$4,580.45 to develop RFP and administer contract. Prior staff have been redirected to the California Department of Public Health, Maternal Child and Adolescent Health home visiting program due to expectation that this grant would be ending. FY 21/22 remains unchanged.

**2. Benefits**

2020–2021	2021–2022	2022–2023	Total
\$ 0	\$ 10,302.30	\$ 1,692.00	\$ 11,994.30

FY 21/22 remains unchanged. FY 22/23-First 5 Director = 36.94%. Salary = \$91,609 x .3694 = \$33,840.36 x 5% = \$1,692.00 Benefits include FICA, Medicare, Disability insurance, Health Insurance, PERS retirement, unfunded liability, Dental and Vision insurance.

**B. Operations**

**Total Operations (sum of B. 1–6)**



2020-2021	2021-2022	2022-2023	Total
\$ 0	\$ 0	\$ 53,670.92	\$ 53,670.92

**1. Materials and Supplies**

2020-2021	2021-2022	2022-2023	Total
\$ 0	\$ 0	\$ 0	\$ 0

Please explain calculations.

**2. Travel**

2020-2021	2021-2022	2022-2023	Total
\$ 0	\$ 0	\$ 0	\$ 0

\$1,112.00 from 2021-22 not expended due to COVID restrictions on travel. This funding is moved to salaries in FY 22/23 to cover First 5 Director to administer the RFP and contract.

**3. Equipment**

2020-2021	2021-2022	2022-2023	Total
\$ 0	\$ 0	\$ 0	\$ 0

Please explain calculations.

**4. Incentives**

2020-2021	2021-2022	2022-2023	Total
\$ 0	\$ 0	\$ 0	\$ 0

Incentive monies from FY 2021-22 of \$1,479.60 were not expended due to COVID restrictions in client work. This funding was moved in FY 22/23 to cover First 5 Director to administer the RFP and contract.

**5. Contractual**

2020-2021	2021-2022	2022-2023	Total
\$ 0	\$ 0	\$ 53,670.92	\$ 53,670.92



\$3,681.40 was moved from this category in FY 22/23 to cover First 5 Director to administer RFP and contract. Remaining monies for: Contractor (TBD) to provide research, data analysis, and reporting writing services. Activities will include completing action plan deliverables such as Project Summary, Fact Sheet, and Environmental Scan. Estimate for FY 2022-2023 for \$53,670.37. Actual cost will be determined when RFA is issued.

**6. Other**

2020–2021	2021–2022	2022–2023	Total
\$ 0	\$ 0	\$ 0	\$ 0

Please explain calculations.

**C. Indirect Costs**

2020–2021	2021–2022	2022–2023	Total
0	15%	0	
\$ 0	\$ 4,021.25	\$ 0	\$ 4,021.25

Calculated at 15% in 2021-22 only.

**D. Match Funds (if required)**

2020–2021	2021–2022	2022–2023	Total
\$ 0	\$ 5,297.35	\$ 0	\$ 5,297.35

(not required for this contract)

**E. Totals**

Funding Category	Total FY 2020–2021	Total FY 2021–2022	Total FY 2022–2023	Grand Total
Total Personnel	\$ 0	\$ 26,808.30	\$ 6,272.45	\$ 33,080.75
Total Operations	\$ 0	\$ 0	\$ 53,670.92	\$ 53,670.92
Total Direct Costs	\$ 0	\$ 26,808.30	\$ 59,943.37	\$ 86,751.67



Total Costs Applied to Indirect	\$ 0	\$ 26,808.30	\$ 0	\$ 26,808.30
Indirect Cost Rate (not to exceed 15%)	0	15 %	0	
Indirect Costs	\$ 0	\$ 4,021.25	\$ 0	\$ 4,021.25
Total First 5 Funds	\$ 0	\$ 30,829.55	\$ 59,943.37	\$ 90,772.92
Total Match Funds	\$ 0	\$ 5,297.35	\$ 0	\$ 5,297.35



# County of Inyo



## Probation

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Jeffrey Thomson

**SUBJECT:** Approval of MOU between the County of Inyo and Inyo County Superior Court

---

**RECOMMENDED ACTION:**

Request Board approve the Memorandum of Understanding between the County of Inyo and Inyo County Superior Court for funding of Probation staff and expenditures related to the "expanded pretrial release program," for the term June 22, 2022 through June 30, 2023 and renewed annually, contingent upon the Board's approval of future budgets, and authorize the Chief Probation Officer to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The Court has been awarded a one-time allocation from the Judicial Council of California (JCC) to implement an Expanded Pretrial Release Program (Expanded Program) pursuant to SB 129. The Court has also been awarded ongoing funding to support the operation of the Expanded Program. It is anticipated that the ongoing funding will be provided in perpetuity. The Court will provide the Probation Department with funding to reimburse the Probation Department for staff costs and other expenditures incurred to expand the existing pretrial program, to prepare and submit pretrial assessments of all in-custody and all felony defendants prior to arraignment, to provide a probation officer in each felony pre-trial courtroom to address pretrial release questions, expand supervision of pretrial defendants on pretrial release, and perform required risk assessment validations. Other expenditures the Probation Department will be reimbursed for are related to software needed for pretrial assessment services, data integration, automatic probation appointment reminders/reporting services, risk assessment validation, production of informational videos and other materials, computer equipment required for added staffing for the program.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the MOU. This is not recommended as the MOU will provide for needed pretrial services including staffing.

**OTHER AGENCY INVOLVEMENT:**

Inyo Superior Court, Auditor/Controller, Personnel, County Counsel

**FINANCING:**

The MOU will provide for all funding necessary to expand an existing pretrial services program implemented by the probation department. The expenses and revenue have been included in the FY 22-23 requested budget. The Court will reimburse the Probation Department on a quarterly basis.

**ATTACHMENTS:**

1. Probation - Superior Court Pretrial Services MOU

**APPROVALS:**

Krystal Leonard	Created/Initiated - 6/6/2022
Darcy Ellis	Approved - 6/6/2022
Krystal Leonard	Approved - 6/6/2022
Jeffrey Thomson	Approved - 6/9/2022
John Vallejo	Approved - 6/9/2022
Amy Shepherd	Approved - 6/14/2022
Keri Oney	Approved - 6/14/2022
Krystal Leonard	Approved - 6/14/2022
Jeffrey Thomson	Final Approval - 6/14/2022

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE INYO COUNTY SUPERIOR COURT  
AND THE INYO COUNTY PROBATION DEPARTMENT  
FOR FUNDING OF PROBATION STAFF AND EXPENDITURES  
RELATED TO THE “EXPANDED PRETRIAL RELEASE PROGRAM”**

**This Memorandum of Understanding (“MOU”) is made and entered into by and between the Superior Court of California, County of Inyo (“Court”), and the County of Inyo, a Political Subdivision of the State of California, through its Probation Department (“Probation Department”) collectively referred to as the “Parties”.**

WHEREAS, the Court has been awarded a one-time allocation from the Judicial Council of California (JCC) to implement an Expanded Pretrial Release Program (Expanded Program). The Court has also been awarded ongoing funding to support the operation of the Expanded Program. It is anticipated that the ongoing funding will be provided in perpetuity.

WHEREAS, the Court will provide the Probation Department funding to reimburse the Probation Department for staff costs and other expenditures incurred to expand the existing pretrial program to prepare and submit pretrial assessments of all in-custody and all felony defendants prior to arraignment, to provide a probation officer in each felony pre-trial courtroom to address pretrial release questions, expand supervision of pretrial defendants on pretrial release, and perform required risk assessment validations. Other expenditures the Probation Department will be reimbursed for are related to software needed for pretrial assessment services data integration, automatic probation appointment reminders/reporting services, risk assessment validation, production of informational videos and other materials, computer equipment required for added staffing for the program.

WHEREAS, the aforementioned Probation staffing and other expenditures will allow the Probation Department to provide the assessment and supervision services necessary to implement and operate the Court’s Expanded Program.

**NOW, THEREFORE, THE PARTIES TO THIS MOU AGREE AS FOLLOWS:**

1. The Probation Department will fulfill the scope of work for the Expanded Program set forth in “Attachment A” to this MOU, which sets forth the Implementation Plan for Program Expansion in 2021 and 2022, submitted by the Court to the JCC.
2. The Court will provide the Probation Department a portion of all funding the Court receives from the Judicial Council of California for Pretrial Release Programs. The Court will provide:
  - a. One-time funding of up to \$200,000 to support initial implementation of the Expanded Program. This funding will be provided on a reimbursement basis and must be invoiced by the County of Inyo to the Court no later than May 1, 2023.
  - b. Annual ongoing funding of up to \$200,000 per fiscal year, beginning Fiscal Year 2021/2022, to operate the Expanded Program.

3. Incorporated into this MOU is a copy of the budget, entitled “Attachment B – Court Budget Detail Sheet,” submitted by the Court to the JCC that specifies the amounts that the Court will reimburse the County for staffing and other expenditures pursuant to the requirements established by the JCC. On a monthly basis, beginning May 1, 2022, the Probation Department may submit proof of staffing costs and expenditures incurred on or after July 1, 2021, for the Expanded Pretrial Program payment to the Probation Department for reimbursement.
  - a. Fiscal years run July 1 to June 30 of each year. Invoices must be submitted no later than July 15 of each year for expenses incurred pursuant to this MOU in the prior fiscal year. The Court will reimburse the Probation Department within 30 days of the date of submittal.
4. This agreement shall be subject to review annually following adoption of the State Budget and the Pretrial Services allocations made by the Judicial Council of California to the Court. The agreement will auto renew upon allocation of funds to the Court.
5. Either party may request amendment to this agreement. Either party may terminate this agreement for convenience with 90-day notice to the other party. Further, this agreement is subject to an appropriation of funds to the Court. Should the Judicial Council modify or eliminate Pretrial Release Program funding, the Court may terminate this agreement with 30-day notice.

[REST OF PAGE INTENTIONALLY BLANK]



6. The body of this Agreement (inclusive of attachments) fully expresses all understandings, promises, and agreements of the parties concerning any or all matters set forth herein. No additions, alterations, modifications, or amendments to any term of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written Amendment to this Agreement executed by the parties authorized in this Agreement.
7. On behalf of the Court, the Court Executive Officer is authorized to execute this Agreement. On behalf of the Probation Department, the County Administrative Officer and Chief Probation Officer are authorized to execute this Agreement.

The parties hereto have caused this Memorandum of Understanding to be executed and attested by the proper officers and shall be effective as of July 1, 2022.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF INYO**

By: \_\_\_\_\_  
PAMELA FOSTER  
Court Executive Officer

Date: \_\_\_\_\_

**COUNTY OF INYO**

By: \_\_\_\_\_  
LESLIE CHAPMAN  
County Administrative Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JEFF THOMSON  
Chief Probation Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN CARL VALLEJO  
County Counsel

Date: \_\_\_\_\_

ATTACHEMENT A  
Superior Court of Inyo County and the Inyo County Probation Department  
Expanded Pretrial Release Program  
Implementation Plan for Program Expansion in 2021 and 2022

During the fiscal year of 2021-22, with the use of SB 129 funds, the Inyo County Superior Court will work to accomplish two goals: 1) to increase the information and resources necessary to support the Court's two judges in making pretrial release decisions imposing the least restrictive conditions that will protect public safety; and 2) add new services to increase the likelihood that defendants will appear in court as ordered.

To accomplish the first goal funds will be allocated to the Inyo County Probation Department for a Deputy Probation Officer (DPO) position that will be solely dedicated to investigating and making recommendations for pretrial release and for follow-up and monitoring those who have already been released.

This process will begin with the DPO interviewing the arrestee, reviewing law enforcement records regarding the arrest, using an appropriate and validated pretrial release tool, and reviewing the arrestee's criminal history and ties to the community. Prior to arraignment, Probation will provide to the arraignment judicial officer a written pretrial risk assessment using the Virginia Pretrial Risk Assessment Instrument, Revised (VPRAI-R) for each defendant who is booked and detained in actual jail custody for felony offenses, specified misdemeanor offenses or at the request of the Court. The purpose of the VPRAI-R is to help the judicial officer make a fair and efficient evaluation of whether the defendant, if released pretrial, will: (a) commit a new offense, or (b) fail to appear in court on a future date. The arraignment judicial officer will make a decision regarding pretrial release and will order, if appropriate, conditions to enhance public safety. Such conditions could include referrals to alcohol, drug, or mental health services, SCRAM or GPS monitors to track alcohol use or locations, criminal protective orders or other types of restraining orders. The Court's orders will be electronically transmitted to the DPO and the Inyo County Jail.

The DPO will assist in making referrals as needed, will monitor the progress or adherence to the conditions of release, and will periodically report to the Court on the defendant's progress.

To accomplish the goal of increasing appearance rates for court appearances the Court or Probation will purchase a text notification module to be added to its Case Management System. Text notifications will regularly be sent to all non-custody defendants who have text capability reminding them of upcoming court appearances.

The Probation Department will collect data on the number of defendants released, the numbers successful and unsuccessful on conditions of release, and the failure to appear rate of those released. That data will be regularly used by the Court, in consultation with the Probation Department to monitor the effectiveness of the pretrial release program and to adjust the components of pretrial release as necessary.

The Court will provide the Probation Department funding to reimburse the Probation Department for staff costs and other expenditures incurred to expand the existing pretrial program to prepare and

submit pretrial assessments of all in-custody and all felony defendants prior to arraignment, to provide a probation officer in each felony pre-trial courtroom to address pretrial release questions, expand supervision of pretrial defendants on pretrial release, and perform required risk assessment validations.

Other expenditures the Probation Department will be reimbursed for are related to software needed for pretrial assessment services data integration, automatic probation appointment reminders/reporting services, risk assessment validation, supervision services, production of informational/educational materials, and computer equipment and supplies required for added staffing for the program.

The goals of this Pretrial Program are to:

1. Increase the safe and efficient pre-arraignment and pretrial release of individuals booked into jail by expanding own recognizance and monitored release.
2. Implement monitoring practices of those released on pretrial supervision with the least restrictive interventions and practices necessary to enhance public safety and return to court.
3. Expand the use and validation of pretrial risk assessment tools that make their factors, weights, and studies publicly available.
4. Assess any disparate impact or bias that may result from the implementation of these projects to better understand and reduce biases based on race, ethnicity, and gender in pretrial release decision-making.

The following services for the Pretrial Program will include but are not limited to the following:

1. A pretrial risk assessment shall be conducted on all persons booked into and detained in actual jail custody and who are not otherwise released under existing release policies.
2. Assessment and release decision shall be completed prior to arraignment for those who are eligible for release without a hearing.
3. Assessment information shall be provided to the Court prior to arraignment for those whom a hearing is required.
4. Persons deemed ineligible bail under Article 1 of the California Constitution shall not be assessed.
5. Each arrested person who is eligible for release on bail under current law shall be entitled at any time to post bail as specified in the county bail schedule or for the amount set on an arrest warrant, or as otherwise set by the Court whether or not a risk assessment has been completed.
6. Monitoring of those released on pretrial supervision shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court.
7. For those individuals who are detained pending arraignment, a Pretrial Report will be completed and filed with the Court.
8. The Probation Department will provide supervision services to those individuals who are released on pretrial supervision.
9. The Project shall be implemented by the Court, in partnership with the Probation Department, on a countywide basis.

ATTACHEMENT B  
Superior Court of Inyo County and the Inyo County Probation Department  
Expanded Pretrial Release Program  
Court Budget Detail Sheet



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Travis Dean

**SUBJECT:** Resolution and Notice of Completion for the Rehabilitation of a portion of Cactus Flats Road

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**RECOMMENDED ACTION:**

Request Board approved Resolution No. 2022-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Rehabilitation of a Portion of Cactus Flats Road Project," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Road and Highway Builders, LLC, of Sparks, NV., recently completed work on the Rehabilitation of a portion of Cactus Flats Road Project. The objective of the Rehabilitation of a portion of Cactus Flats Road Project was to repave a portion of Cactus Flats Road that was deteriorated due to the steep slope of that portion of the road, and being previously paved with cold mix asphalt. Road and Highway Builders, LLC, bid for the project was \$239,405.54, and the final invoice amount was \$231,405.54.

On May 20, 2022, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which stop notices can be filed and will delay return of retention monies to the Contractor.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This project is funded by the Road Department Budget 034600, Object Code 5700 – Construction in Progress

**ATTACHMENTS:**

1. Notice of Completion Resolution

**APPROVALS:**

Travis Dean	Created/Initiated - 6/7/2022
Darcy Ellis	Approved - 6/7/2022
Travis Dean	Approved - 6/7/2022
Shannon Platt	Approved - 6/8/2022
Breanne Nelums	Approved - 6/8/2022
John Vallejo	Approved - 6/8/2022
Amy Shepherd	Approved - 6/14/2022
Michael Errante	Final Approval - 6/14/2022

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93515**

The area above this line is for Recorder's Use

**NOTICE OF COMPLETION**

**RESOLUTION #2022 - \_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
REHABILITATION OF A PORTION OF CACTUS FLATS ROAD PROJECT**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Rehabilitation of a Portion of Cactus Flats Road has been completed by Road and Highway Builders, LLC, of Sparks, NV in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Rehabilitation of a Portion of Cactus Flats Road.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ATTEST:**

Leslie Chapman, Clerk

by \_\_\_\_\_  
Assistant Clerk of the Board

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Rehabilitation of a Portion of Cactus Flats Road Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante





# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Jared Sparks

**SUBJECT:** Inyo County Sheriff's Office Military Equipment Policy

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**RECOMMENDED ACTION:**

Request Board approve proposed Ordinance 1280 titled, "An Ordinance of the Inyo County Board of Supervisors Adopting the Inyo County Sheriff's Office Policy Regarding Military Equipment Pursuant to AB 481."

**SUMMARY/JUSTIFICATION:**

AB 481 requires certain law enforcement agencies which acquire or use certain "military equipment" to obtain approval from their applicable governing body. AB 481 provides specific definitions of items considered "military equipment."

In seeking the approval of the governing body, a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue. Following the requisite 30-day posting, the Board must consider approval of an ordinance adopting that policy at a noticed public meeting. Accordingly, the Inyo County Sheriff's Office submitted its Policy to the Board at the April 26, 2022 Board meeting and subsequently posted the policy on its internet website for the required 30 days. The Ordinance adopting the policy was presented to the Board June, 14, 2022 for the first reading. The Ordinance is presented today for final adoption.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Delaying the process will affect the County's ability to use the necessary equipment.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Final Ordinance - SO Military Equipment Policy
2. ICSO AB481 Inventory (1)
3. SO's Military\_Equipment (003)

**APPROVALS:**

Jared Sparks	Created/Initiated - 6/14/2022
Darcy Ellis	Approved - 6/14/2022
Jared Sparks	Approved - 6/15/2022
Keri Oney	Approved - 6/15/2022
John Vallejo	Final Approval - 6/16/2022

**ORDINANCE NO. -**

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADOPTING  
THE INYO COUNTY SHERIFF POLICY REGARDING  
MILITARY EQUIPMENT PURSUANT TO AB 481**

**WHEREAS**, Assembly Bill 481 was signed into law on September 30, 2021; and

**WHEREAS**, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

**WHEREAS**, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

**WHEREAS**, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

**WHEREAS**, AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

**WHEREAS**, the Inyo County Sheriff Policy Regarding Military Equipment (“Policy”), attached hereto as Exhibit A and incorporated herein by this reference, has been prepared by the Inyo County Sheriff’s Office as its proposed military equipment use policy; and

**WHEREAS**, pursuant to Government Code section 7071(b), the Policy was submitted to the Inyo County Board of Supervisors on April 26, 2022 and posted on the Sheriff’s internet website for 30 days thereafter; and

**WHEREAS**, pursuant to Government Section 7071(c), a duly noticed public meeting was conducted by the Inyo County Board of Supervisors on June 14, 2022, to consider the Policy.

**NOW THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:**

**SECTION I.**

Based on the above recitals, which are incorporated herein as findings, and the

information provided to the Board at the June 14, 2022, public meeting, the Inyo County Board of Supervisors determines that the Inyo County Sheriff Policy Regarding Military Equipment complies with the standards for approval under Government Code section 7010:

1. The identified military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The Inyo County Sheriff Policy Regarding Military Equipment will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The purchase and use of the identified military equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. All military equipment use prior to the adoption of the above-mentioned policy complied with applicable Department policy in effect at that time, and adoption of the policy will ensure future compliance.

**SECTION II:**

The Inyo County Sheriff Policy Regarding Military Equipment (Exhibit A), is hereby approved and adopted.

**SECTION III: EFFECTIVE DATE**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2022.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Dan Totheroh, Chair**  
**Inyo County Board of Supervisors**

**ATTEST:**

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

Description	Manufact.	Date	Quantity	Cost	Lifespan	Purpose, Training, & Authorized Use
<b>40 mm</b>						
Direct Impact OC	Safariland LLC	Sep-21	44	\$32.00 EA	Single use. Lifespan: 5 years.	<b>Use:</b> Barricaded suspect (s), hostage rescue, and crowd control. This limits the danger / exposure to Civilians, Deputies and the Suspect (s). Devices used have been proven to increase the success of peaceful outcomes. All listed CN/CS/ OC gas has the same general purpose with different delivery and concentrations depending on the situation. <b>Authorized use:</b> SED Team. <b>Training:</b> POST Diversionary Devices course. Additional training through SED/SWAT Trainings. <b>Authorized use:</b> SED Team. <b>Lifespan:</b> 5 years.
Direct Impact Extended Range OC	Safariland LLC	Sep-21	14	\$33.50 EA	Single use. Lifespan: 5 years.	
Penetrating Ferret OC	Safariland LLC	Sep-21	46	\$30.35 EA	Single use. Lifespan: 5 years.	
Direct Impact CS	Safariland LLC	Sep-21	51	\$31.80 EA	Single use. Lifespan: 5 years.	
Direct Impact Extended Range CS	Safariland LLC	Sep-21	12	\$33.50 EA	Single use. Lifespan: 5 years.	
Direct Impact Extended Range Marking	Safariland LLC	Jan-17	6	\$33.50 EA	Single use. Lifespan: 5 years.	
32. cal Stinger Rubber ball	Safariland LLC	Jan-17	10	\$28.40 EA	Single use. Lifespan: 5 years.	
White Smoke	Safariland LLC	Jan-17	18	\$34.20 EA	Single use. Lifespan: 5 years.	
Red Smoke	Safariland LLC	Jan-17	15	\$41.30 EA	Single use. Lifespan: 5 years.	
Green Smoke	Safariland LLC	Jan-17	13	\$41.30 EA	Single use. Lifespan: 5 years.	
Ferret CS Powder	Def Tech	Jan-17	10	\$26.90 EA	Single use. Lifespan: 5 years.	
Ferret OC	Def Tech	Jan-17	26	\$19.35 EA	Single use. Lifespan: 5 years.	
Ferret CS	Def Tech	Jan-17	3	\$20.60 EA	Single use. Lifespan: 5 years.	
Direct Impact Marking	Safariland LLC	Jan-17	2	\$31.80 EA	Single use. Lifespan: 5 years.	
Ferret Practice	Def Tech	Jan-17	4	\$28.05 EA	Single use. Lifespan: 5 years.	
CS Delay 1.35	Def Tech	Jan-17	18	\$28.05 EA	Single use. Lifespan: 5 years.	
Direct Impact Extended Range Sponge	Safariland LLC	Jan-17	15	\$32.35 EA	Single use. Lifespan: 5 years.	
Sponge Round training kit	Safariland LLC	Apr-22	250	\$3.96 EA	Reusable. Lifespan: 5 years.	
Direct Impact Sponge	Safariland LLC	Jan-21	26	\$30.10 EA	Single use. Lifespan: 5 years.	
40MM Launcher	LMT	20-Apr	5	\$812.00	7-10 years depending on use.	
<b>Candles / Grenades</b>						
OC Vaper	Safariland LLC	1/16/2021	24	\$52.65 EA	Single use. Lifespan: 5 years.	<b>Use:</b> Barricaded suspect (s), hostage rescue, and crowd control. <b>Authorized use:</b> SED Team. <b>Training:</b> POST Diversionary Devices course. <b>Authorized use:</b> SED Team. <b>Lifespan:</b> 5 years. <b>Authorized use:</b> SED Team. <b>Authorized use:</b> SED Team. <b>Authorized use:</b> SED Team. <b>Authorized use:</b> SED Team. <b>Authorized use:</b> SED Team. <b>Authorized use:</b> SED Team. <b>Authorized use:</b> SED Team. <b>Authorized use:</b> SED Team. <b>Authorized use:</b> SED Team.
CS Candle	Safariland LLC	1/16/2021	10	\$34.70 EA	Single use. Lifespan: 5 years.	
Pocket Tac CS	Def Tech	Jan-21	21	\$29.40 EA	Single use. Lifespan: 5 years.	
OC Grenad T-16	Def Tech	1/16/2021	13	\$34.40 EA	Single use. Lifespan: 5 years.	
CS Canister	Def Tech	1/16/2021	4	\$34.70 EA	Single use. Lifespan: 5 years.	
CS Canister	Fed Lab	1/16/2021	2	\$34.70 EA	Single use. Lifespan: 5 years.	
Smoke Grenade	Fed Lab	1/16/2021	2	\$41.10 EA	Single use. Lifespan: 5 years.	
Smoke Grenade	Fed Lab	1/16/2021	2	\$41.10 EA	Single use. Lifespan: 5 years.	
CS Grenade	Fed Lab	1/16/2021	5	\$34.70 EA	Single use. Lifespan: 5 years.	
Flameless Tri Chamber CS Grenade	Def Tech	Jan-17	23	\$48.55 EA	Single use. Lifespan: 5 years.	
HC Max Smoke	Def Tech	Jan-02	7	\$44.25 EA	Single use. Lifespan: 5 years.	
Pocket Tac Smoke	Def Tech	Jan-02	11	\$29.10 EA	Single use. Lifespan: 5 years.	
<b>Pepperball</b>						
Live	Pepperball	Jan-21	4,500	\$2.50 per	Single use. Lifespan: 3 years.	<b>Use:</b> Barricaded suspect(s), tactical operations, jail operations, and crowd control. <b>Lifespan:</b> 3 years (for live & Inert). <b>Training:</b> 8-hour Pepperball training course.
Inert	Pepperball	Jan-21	8,250	\$1.00 per	Single use. Lifespan: 3 years.	
Tippmann Launcher	Pepperball		7	\$600.00 EA	5-7 years with depending on use.	
<b>37MM</b>						
37mm Launcher	Federal Labratori UNK		3	\$928.75 ea	Out of date not used in primary deployments	<b>Use:</b> N/A - NO LONGER USED. <b>Lifespan:</b> no longer used, to be destroyed. <b>Authorized use:</b> N/A
Ferret CS	Def Tech	Jan-07	12	\$26.90 EA	Single use. Lifespan: 5 years.	
Heavy Barricade CS	Def Tech	Jan-07	10		Single use. Lifespan: 5 years.	
Ferret OC	Def Tech	Jan-07	1		Single use. Lifespan: 5 years.	
<b>OC</b>						
Sabre Red MK-3	Crossfire Tech	8/2/2021	36	\$12.00 EA	Single use. Lifespan: 5 years.	<b>Use:</b> Barricaded suspect(s), tactical operations, jail operations, and crowd control. <b>Training:</b> POST Basic Academy chemical agents course. <b>Lifespan:</b> 5 years.
Sabre Red MK4	Crossfire Tech	8/2/2021	43	\$13.00 EA	Single use. Lifespan: 5 years.	
Sabre Red MK-9	Crossfire Tech	1/21/2019	10	\$31.10 EA	Single use. Lifespan: 5 years.	
<b>12GA</b>						
Less Than Lethal Shotguns stocks	Maggpul	05/19/0221	6	\$127.96 EA	Lifespan: 5 years.	<b>Use:</b> Patrol operations, tactical operations. <b>Training:</b> POST Basic Academy firearms, ICSO department quals. 4-hour less lethal course. <b>Authorized use:</b> SED Team, Patrol Staff, Custody Staff.
MK Ballistic Flexible Baton	Safariland LLC	Jan-20	335	\$5.85 EA	Single use. Lifespan: 5 years.	
MK Ballistic Fin Stabilized Baton	Safariland LLC	Jan-20	5	\$5.85 EA	Single use. Lifespan: 5 years.	
Drag Stabilized Baton	Safariland LLC	Jan-20	200	\$6.00 EA	Single use. Lifespan: 5 years.	
OC Liquid Ferret	Def Tech	Jan-20	45	\$8.70 EA	Single use. Lifespan: 5 years.	
CS Liquid Ferret	AAI	Jan-20	10	\$8.70 EA	Single use. Lifespan: 5 years.	

**CS/CN Delivery Devices**

Large Burn Safe	Unkown		1		Lifespan varies on useage	<u>Use:</u> Tactical SED/SWAT operations.
Small Burn Safe			1		Lifespan varies on useage	
Wall Piercing Pole			1		Lifespan varies on useage	<u>Training:</u> SWAT Training.
Flash Bang Pole			2		Lifespan varies on useage	<u>Authorized use:</u> SED Team

**Breaching Tools**

Large Ram			1		10 years with proper use.	<u>Use:</u> gain access to buildings and vehicles to aprehend suspect (s) and or save victims.
Small Ram			2		10 years with proper use.	
Hooligan Tool			4		10 years with proper use.	<u>Training:</u> SWAT Training. <u>Authorized use:</u> SED Team

**Night Vision**

PVS-15	Litton	20-Nov	5		*Department of Navy lease contract	<u>Use:</u> Tactical night oprations.
PVS-18	Litton	22-Feb	6		*Department of Navy lease contract	<u>Training:</u> Swat Training. <u>Authorized use:</u> SED Team

**Simunitions**

AR style	Colt/Sim		3	\$700.00	5 years	<u>Use:</u> Provide realistic training for active shooter/active threat situtations, realistic SWAT training exercises and hostage rescue.
Glock 22 style	Glock/Sim		2	\$500.00	5 years	
Smith&Wesson Style	S&W/Sim		2	\$300.00	5 years	
Simunition Rounds	.38/.357		1,850		Single use.	<u>Training:</u> ICSSO active shooter/active threat and SWAT training.
Simunition Rounds	9mm		1,500		Single use.	<u>Authorized use:</u> SED Team, Patrol Staff (under direction of course Instructor).

**Assault Rifles**

Colt			29	\$1,200.00	5-10 years depending on use	
AR15	Colt		12	\$2,500.00	5-10 years depending on use	<u>Use:</u> Patrol operations. <u>Training:</u> POST 16-Hour Tactical Rifle Course. For Patrol Staff Use.
M4/M16	Colt		5	\$2,000.00	5-10 years depending on use	<u>Use:</u> SED/SWAT operations. <u>Training:</u> POST SWAT Course, SED/SWAT Training. SED Team Only
9mm SMG					5-10 years depending on use	<u>Use:</u> SED/SWAT operations. <u>Training:</u> POST SWAT Course, SED/SWAT Training. SED Team Only

**Long Range Rifle**

Bolt Action .308	Remington		1	\$1,500	10 years before rebuild yearly maintenance to be compliant.	<u>Use:</u> Long-range tactical SED/SWAT operations. <u>Training:</u> SED/SWAT Training.
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**Robot**

Avator II	Robotex	6/30/2013	1	\$15,903.00	20 years	<u>Use:</u> Tactical operations for entry and negotiation purposes.
Arm Attachment	Robotex	6/14/2014	1	\$26,460	20 years	<u>Training:</u> SED/SWAT Training.
Carbonfire 10 Adapter	Robotex	6/14/2014	1	5,995.60	20 years	<u>Authorized Use:</u> SED Team.

**Command Trailers**

Funrunner 22'	FC222	11/13/2000	1	\$17,316.00	5 years (per Auditor's Office)	<u>Use:</u> Tactical operations, critical incidents, natural disasters, large events etc.
Funrunner 24'	FDE242	6/3/2011	1	\$19,620.00	5 years (per Auditor's Office)	<u>Training:</u> Driver operator class/trailer opertations.
					Yearly maintenance: \$1,000.00	<u>Authorized use:</u> Sheriff's upper Administration, SED Team, Search and Rescue.

**Radio Vehicle**

MIGU Radio Communications Truck	Ford F-250	2/18/2010	1	\$28558.57	5 years (depreciated)	<u>Use:</u> Tactical operations, critical incidents, natural disasters, large events etc.
Camper shell	A.R.E.	3/20/2010	1	\$2,809.20	5 years (depreciated)	<u>Training:</u> Vehicle operators course.
Mobile Communications Tower	Unk	12/6/2012	1	\$24,03.13	10 years	<u>Authorized use:</u> Licensed ICSSO staff/Support Services

**Ammunition**

FMJ .223	Winchester	11/30/2021	44,000	0.43	Single use. 5 years.	<u>Use:</u> Training, proficiency, and firearms applications.
SXT .223	Winchester	11/30/2021	16,140	0.55	Single use. 5 years.	<u>Training:</u> ICSSO range training, POST Perishable skills training.
FMJ.308	Winchester	11/30/2021	920	0.82	Single use. 5 years.	<u>Authorized use:</u> All sworn and Correctional Staff, as directed by range instructors.
SXT.308	Winchester	11/30/2021	1,360	0.99	Single use. 5 years.	
FMJ 9mm	Winchester	11/30/2021	57,000	0.22	Single use. 5 years.	
SXT 9mm	Winchester	11/30/2021	35,000	0.33	Single use. 5 years.	

**EOD Explosive Suit**

Bomb suit, visor, & helmet	EOD 9	6/30/2014	1	\$24,859.44	5 years	<u>Use:</u> Not currently in use, No EOD Staff
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Class III rifles to be traded in for credit

BROWNING	1918A2	8/12/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
AUTO-ORDNANCE CORP	28A1	2/21/1989	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
AUTO-ORDNANCE CORP	28A1	7/11/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
H&R REISING	MODEL 50	1/30/1943	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
H&R REISING	MODEL 50	1/30/1943	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
WINCHESTER	M14	6/14/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
H&R ARMS CO	M14	6/14/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
ITHACA	M3A1	1/8/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
ITHACA	M3A1	1/8/1988	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
RPB INDUSTRIES	M10	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
SPRINGFIELD	UZI	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
FN	FAL	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment
FN	FAL	unknown	1 unknown	Out of Serviced need to be traded in for parts	Awaiting approval to trade in part for credit to update equipment

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# Military Equipment

## 704.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

### 704.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the [Department/Office].

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.



# Inyo County Sheriff Department

## Policy

### *Military Equipment*

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#### **704.2 POLICY**

It is the policy of the Inyo County Sheriff Department that members of this [department/office] comply with the provisions of Government Code § 7071 with respect to military equipment.

#### **704.3 MILITARY EQUIPMENT COORDINATOR**

The Sheriff should designate a member of this [department/office] to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying [department/office] equipment that qualifies as military equipment in the current possession of the [Department/Office], or the equipment the [Department/Office] intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Inyo County Sheriff Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  - 1. Publicizing the details of the meeting.
  - 2. Preparing for public questions regarding the [department/office]'s funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the [department/office] website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the [Department/Office] will respond in a timely manner.

#### **704.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the [Department/Office]:

[Insert attachment here]

#### **704.5 APPROVAL**

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the [department/office] website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

# Inyo County Sheriff Department

## Policy

### *Military Equipment*

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- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this [department/office].
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

#### **704.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

#### **704.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the [department/office] website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in [department/office] inventory.

#### **704.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the [Department/Office] shall hold at least one well-publicized and conveniently located community engagement meeting, at which the [Department/Office] should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.



# County of Inyo



## County Administrator

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Denelle Carrington

**SUBJECT:** Approval of Budget Amendment

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#### RECOMMENDED ACTION:

Request Board

- A) Amend the Fiscal Year 2021-2022 Water Department Budget #024102 as follows: increase appropriation in Operating Transfers Out (5801) by \$85,624 (*4/5ths vote required*); and
- B) Amend the Fiscal Year 2021-2022 Parks & Campgrounds Budget #076999 as follows: increase estimated revenue in Operating Transfers in (4998) by \$85,624 (*4/5ths vote required*); and
- C) Amend the Fiscal Year 2021-2022 General Revenues and Expenditures Budget #011900 as follows: increase appropriation in Operating Transfers Out (5801) by \$85,624 (*4/5ths vote required*); and
- D) Amend the Fiscal Year 2021-2022 CAO-ACO Budget #010201 as follows: increase estimated revenue in Operating Transfers In (4998) by \$85,624 (*4/5ths vote required*).

#### SUMMARY/JUSTIFICATION:

These budget amendments are being requested to use funds from the Water Projects Fund to contribute to the purchase of the Truxor Amphibious Tool Machine that your Board approved to purchase on June 7th. Under the Water Agreement, the Los Angeles Department of Water and Power (LADWP) provides an annual payment to be used for water and environmentally related activities. This fund is primarily used to fund Water Department activities, but it is appropriate to consider applying the funds to the recently approved purchase.

The Truxor has several potential uses at environmental projects implemented under the Water Agreement. The most immediate use for the equipment will primarily be at Diaz Lake and Millpond which are Enhancement/Mitigation projects under the Water Agreement leased to the County. The pond and lake require aquatic vegetation control that is best accomplished with relatively low environmental disturbance using the Truxor. In addition, the Truxor is well suited for potential use in the Lower Owens River channel either to maintain the proposed Owens River Water Trail if constructed or to remove vegetation and obstructions and maintain river flows within the Lower Owens River Project (LORP) as part of adaptive management which is a shared cost between LADWP and the County. Adaptive management measures to control tules and cattails to improve flow and connectivity within the river channel are difficult and have not been applied widely in the past because it is labor intensive to conduct by hand and prohibitively expensive for an outside contractor to travel to the Owens Valley to conduct the work. Recently, vegetation control was suggested as a possible need in other elements of the LORP, but that issue has not been discussed in detail by Water Department and LADWP staff yet. Utilizing equipment owned by Inyo County to maintain or improve any element of the LORP would likely reduce adaptive management costs overall and potentially offset shared costs that the County is responsible for under the Water

Agreement.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve these budget amendments, which would ultimately make this a General Fund purchase only, and not allow Non-General funds to be utilized.

**OTHER AGENCY INVOLVEMENT:**

Water Department, County Administrative Office, and Public Works Department

**FINANCING:**

There is sufficient fund balance in the Water Department Budget to facilitate the Operating Transfer. All other transfers are dependent on the Water Department Operating Transfer occurring.

**ATTACHMENTS:**

**APPROVALS:**

Denelle Carrington	Created/Initiated - 6/15/2022
Darcy Ellis	Approved - 6/15/2022
Denelle Carrington	Approved - 6/15/2022
Aaron Steinwand	Approved - 6/15/2022
Laura Piper	Approved - 6/16/2022
Denelle Carrington	Approved - 6/16/2022
Amy Shepherd	Final Approval - 6/16/2022



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Supervisor Jennifer Roeser

**SUBJECT:** Workshop and Field Trip regarding Big Pine Paiute Tribe of the Owens Valley's concerns with the Fish Springs Fish Hatchery mitigation project

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**RECOMMENDED ACTION:**

Request Board:

- A) Receive a presentation from the Big Pine Paiute Tribe of the Owens Valley with information about the Fish Springs Fish Hatchery, and then recess; and
- B) Reconvene at 1 p.m. at 215 Fish Springs Rd., Big Pine for a tour of the Fish Springs Hatchery and additional discussion.

*(It is advised that tour attendees wear comfortable clothes, shoes, and hats, and bring sunscreen.)*

**SUMMARY/JUSTIFICATION:**

The Tribe has long expressed concerns about high volumes of Los Angeles Department of Water and Power ("LADWP") groundwater pumping in the Big Pine area. The majority of pumping takes place at the Fish Springs Fish Hatchery. Prior to 1970, Fish Springs was the largest spring in Owens Valley, and the springs and surrounding area hold deep cultural significance to Tribal Nüümü (Paiute) people. The nearly continuous pumping for the hatchery has been a chronic stress on the hydrology in the Big Pine wellfield for decades. When hatchery pumping was halted for maintenance for five months in late 2020, water levels in the area of the hatchery began to rise suddenly in monitoring wells completed in the deeper aquifer comprised of volcanic material; water table response was smaller and/or delayed in the shallow alluvial aquifer monitoring wells.

This workshop is an opportunity for the Tribe to present its concerns as well as its proposed remedies to address excessive pumping. The Tribe understands their proposed remedies to be opportunities to promote environmental justice, heal and restore natural and cultural resources, consider the changing climate, protect access to water over the long term, and diversify economic opportunities in the Big Pine area. Representatives from several state and federal agencies have been invited -- along with the Board of Supervisors, Tribe, and public-at-large -- to listen, consider, and suggest possible pathways forward. The format for the workshop will consist of a presentation given by Tribal staff, which will take place in the Board of Supervisors Chambers. The workshop will resume at the Fish Springs Fish Hatchery for a tour of the facility led by California Department of Fish and Wildlife (CDFW) staff. It will conclude with an opportunity for participants to share perspectives and consider next steps.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

Big Pine Paiute Tribe, LADWP, CDFW, representatives of several Local, State, and Federal agencies

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis	Created/Initiated - 6/13/2022
Darcy Ellis	Approved - 6/13/2022
Aaron Steinwand	Approved - 6/13/2022
John Vallejo	Approved - 6/13/2022
Leslie Chapman	Final Approval - 6/16/2022