

A G R E E M E N T

THIS AGREEMENT is made and entered into this 4th day of December, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Carpi & Clay, Inc., a California corporation whose address is 601 New Jersey Avenue, NW, Suite 300, Washington, D.C. 20001, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the COUNTY has a need for Federal legislative advocacy services; and

WHEREAS, the CONTRACTOR was selected through a competitive bidding process; and

WHEREAS, the CONTRACTOR is qualified and willing to perform these services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall coordinate services through the COUNTY's Administrative Office. CONTRACTOR shall perform the services hereinafter listed and shall provide all necessary equipment and personnel possessing the skills, experience, education, and competence necessary to perform the following services:

A. CONTRACTOR will travel to meet with COUNTY officials, executives, and staff for strategizing sessions during the start of Year 1 of this Agreement. During the start of Years 2 through 5, CONTRACTOR shall schedule telephonic/electronic communications with COUNTY officials, executives, and staff to discuss, review, and re-evaluate Federal legislative strategies and make adjustments as necessary.

B. CONTRACTOR shall, in consultation with the COUNTY's Administrative Office, prioritize legislative issues of greatest significance to the COUNTY.

C. CONTRACTOR shall identify and monitor Federal legislative and administrative and administrative activities that may affect COUNTY, help COUNTY identify strategies, and political considerations, make recommendations and help COUNTY to implement responses.

D. CONTRACTOR shall assist, when requested by COUNTY, in analyzing

1 legislation/regulations to determine any impact on the COUNTY.

2 E. CONTRACTOR shall, after consultation with COUNTY, initiate appropriate
3 actions to advocate COUNTY's interests in Federal legislative and administrative actions including, but
4 not limited to, written and/or oral presentations to legislative committees and other responsible
5 individuals.

6 F. CONTRACTOR shall assist in the annual updating of the COUNTY Federal
7 legislative platform, proposed legislation, regulatory and/or administrative policies and rules, and training
8 of COUNTY staff in such matters.

9 G. CONTRACTOR shall identify available Federal appropriations mechanisms and
10 programs that may provide funding or grants for COUNTY projects and services, assist COUNTY's
11 Administrative Office in development of appropriation requests, prepare and submit appropriation
12 applications to the COUNTY's congressional delegation, advocate appropriation requests, track
13 appropriation legislation and monitor and expedite applications to maximize federal funding of COUNTY
14 programs.

15 H. CONTRACTOR shall advise COUNTY when participation by COUNTY's officials
16 in Federal hearings and meetings would further COUNTY's interests and shall brief, arrange,
17 coordinate, and schedule COUNTY's officials for such hearings and meetings through the COUNTY's
18 Administrative Office.

19 I. CONTRACTOR shall facilitate formal and informal communication with Federal
20 officials on behalf of COUNTY and shall keep in contact with Federal officials in order to anticipate
21 Federal actions that may affect COUNTY.

22 J. CONTRACTOR shall maintain regular weekly communications with the
23 COUNTY's Administrative Office legislative representative; report to the COUNTY on the services
24 performed on behalf of COUNTY under this Agreement, including semi-annual written status reports on
25 the sessions' major issues, telephonic reports and/or emailed legislative alerts on urgent issues and
26 committee analysis on COUNTY related legislation; and shall, at a minimum, appear annually before the
27 Board of Supervisors of COUNTY at a regularly scheduled meeting to personally report on services
28 performed on behalf of the COUNTY during the legislative session and to receive direction for the

1 remaining or next session.

2 K. CONTRACTOR shall provide professional and technical staff support to the
3 COUNTY, including but not limited to up-to-date tracking of legislation, administrative rule-making,
4 Federal hearings, respond to COUNTY questions related to services provided under this Agreement,
5 and provide day-to-day liaison between COUNTY and the Federal government.

6 L. CONTRACTOR shall maintain a governmental affairs office in Washington, D.C.
7 including necessary support staff, equipment and established arrangements to obtain legislative bills
8 and other publications, such as administrative rules, reports, studies, etc.

9 M. CONTRACTOR shall be registered as a federal lobbyist and meet all federal
10 reporting requirements.

11 2. TERM

12 The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2019
13 through and including December 31, 2021. This Agreement may be extended for two (2) additional
14 consecutive twelve (12) month periods upon written approval of both Parties no later than thirty (30) days
15 prior to the first day of the next twelve (12) month extension period. The County Administrative Officer or
16 his or her designee is authorized to execute such written approval on behalf of COUNTY based on
17 CONTRACTOR'S satisfactory performance.

18 3. TERMINATION

19 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
20 be provided hereunder, are contingent on the approval of funds by the appropriating government
21 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
22 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
23 notice.

24 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
25 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 26 1) An illegal or improper use of funds;
27 2) A failure to comply with any term of this Agreement;
28 3) A substantially incorrect or incomplete report submitted to the COUNTY;

1 4) Improperly performed service.

2 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
3 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
4 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
5 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
6 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
7 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
8 any such funds upon demand.

9 C. Without Cause - Under circumstances other than those set forth above, this
10 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
11 intention to terminate to CONTRACTOR.

12 4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR for services
13 rendered pursuant to this Agreement. COUNTY shall pay CONTRACTOR seventy six thousand, two
14 hundred dollars (\$76,200) for Year 1 (January 1, 2019 through December 31, 2019) of this Agreement.
15 COUNTY shall make payments to CONTRACTOR in equal monthly installments. Effective January 1,
16 2020, COUNTY shall pay CONTRACTOR seventy eight thousand, four hundred eighty dollars (\$78,480)
17 for Year 2 (January 1, 2020 through December 31, 2020) and Year 3 (January 1, 2021 through December
18 31, 2021) of this Agreement. Effective January 1, 2022, COUNTY shall pay CONTRACTOR eighty
19 thousand, eight hundred thirty two dollars (\$80,832) for Year 4 (January 1, 2022 through December 31,
20 2022) and Year 5 (January 1, 2023 through December 31, 2023) of this Agreement. CONTRACTOR
21 agrees the above sums shall constitute full compensation for all services, expenses and costs incurred in
22 performing this Agreement. The total not to exceed amount for all possible five (5) years of the Term of this
23 Agreement shall not exceed three hundred ninety four thousand, eight hundred and twenty four dollars
24 (\$394,824).

25 CONTRACTOR shall submit monthly invoices to COUNTY at County of Fresno, County
26 Administrative Office, 2281 Tulare Street, Room 304, Fresno, CA 93721, naortiz@fresnocountyca.gov.
27 Payments shall be made after a minimum of forty-five (45) days from the date COUNTY receives
28 CONTRACTOR's invoice.

1 It is understood that all expenses incidental to CONTRACTOR'S performance of services under this
2 Agreement shall be borne by CONTRACTOR.

3 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
4 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
5 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
6 times be acting and performing as an independent contractor, and shall act in an independent capacity and
7 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
8 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
9 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
10 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
11 terms and conditions thereof.

12 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
13 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

14 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
15 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
16 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
17 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
18 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
19 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
20 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

21 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without, in any way, affecting the remainder.

23 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
24 nor their rights or duties under this Agreement without the prior written consent of the other party.

25 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
26 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
27 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
28 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its

officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

9. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming

1 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
2 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
3 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
4 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
5 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
6 a minimum of thirty (30) days advance written notice given to COUNTY.

7 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
8 employees any amounts paid by the policy of worker's compensation insurance required by this
9 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
10 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
11 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

12 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
13 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
14 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
15 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
16 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
17 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
18 and employees, individually and collectively, as additional insured, but only insofar as the operations under
19 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
20 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
21 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
22 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
23 written notice given to COUNTY.

24 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
25 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
26 Agreement upon the occurrence of such event.

27 All policies shall be issued by admitted insurers licensed to do business in the State of California,
28 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A

FSC VII or better.

10. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

11. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

COUNTY OF FRESNO
County Administrative Office
Hall of Records, Room 304
2281 Tulare Street
Fresno, CA 93721

CONTRACTOR

Carpi & Clay, Inc.
Attention: Kenneth Carpi
601 New Jersey Avenue, NW, Suite 300
Washington D.C. 20001

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law,

1 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
2 beginning with section 810).

3 12. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
4 only be in Fresno County, California.

5 The rights and obligations of the parties and all interpretation and performance of this Agreement
6 shall be governed in all respects by the laws of the State of California.

7 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

8 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
9 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
10 to operate as a corporation.

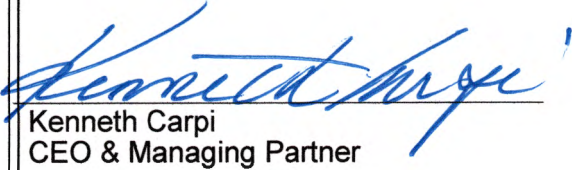
11 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
12 that they are a party to while CONTRACTOR is providing goods or performing services under this
13 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
14 and in which one or more of its directors has a material financial interest. Members of the Board of
15 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
16 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
17 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
18 immediately thereafter.

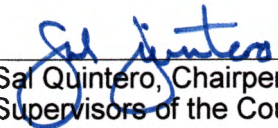
19 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
20 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
21 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
22 understanding of any nature whatsoever unless expressly included in this Agreement. In the event of any
23 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be
24 resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding
25 Attachment "A", the COUNTY'S Request for Quotation/Proposal No. 19-008 and the CONTRACTOR'S
26 Quote/Proposal in response thereto); (2) Attachment "A"; (3) the COUNTY'S Request for
27 Quotation/Proposal No. 19-008; and (4) the CONTRACTOR'S quotation/proposal made in response to
28 COUNTY'S Request for Quotation/Proposal No. 19-008.

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

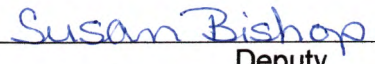
3
4 **Carpi & Clay, Inc.**

COUNTY OF FRESNO

5
6 
7 Kenneth Carpi
8 CEO & Managing Partner
9 601 New Jersey Avenue, NW
Suite 300
Washington, DC 20001

6 
7 Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

10
11 **ATTEST:**
12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15
16 By: 
17 Deputy

18
19
20
21
22
23 **FOR ACCOUNTING USE ONLY:**

24 Fund No.: 0001
25 ORG No.: 2540
26 Account No.: 7295
27
28