

A G R E E M E N T

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3 THIS AGREEMENT is made and entered into this 24th day of October, 2023, by and between the
4 COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as
5 "COUNTY", and Carpi & Clay, Inc., a California corporation whose address is 601 New Jersey Avenue,
6 NW, Suite 300, Washington, D.C. 20001, hereinafter referred to as "CONTRACTOR".

7 WITNESSETH:

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

9 WHEREAS, the CONTRACTOR has previously performed these services to the satisfaction of
10 COUNTY; and

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

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

14 1. OBLIGATIONS OF THE CONTRACTOR

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

19 A. CONTRACTOR will travel to meet with COUNTY officials, executives, and staff
20 for strategizing sessions during the first quarter of Year 1 of this Agreement. During the first quarter of
21 Year 2, should this agreement be extended, CONTRACTOR shall schedule telephonic/electronic
22 communications with COUNTY officials, executives, and staff to discuss, review, and re-evaluate
23 Federal legislative strategies and adjust strategies as necessary.

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

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

1 D. CONTRACTOR shall assist, when requested by COUNTY, in analyzing
2 legislation/regulations to determine any impact on the COUNTY.

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

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

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

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

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

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

1 performed on behalf of the COUNTY during the legislative session and to receive direction for the
2 remaining or next session.

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

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

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

12 2. TERM

13 The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2024
14 through and including December 31, 2024. This Agreement may be extended for one (1) additional
15 consecutive twelve (12) month period upon written approval of both Parties no later than thirty (30) days
16 prior to the first day of the next twelve (12) month extension period. The County Administrative Officer or
17 his or her designee is authorized to execute such written approval on behalf of COUNTY based on
18 CONTRACTOR'S satisfactory performance.

19 3. TERMINATION

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

12 4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR for services
13 rendered pursuant to this Agreement. COUNTY shall pay CONTRACTOR an annual cost of eighty-four
14 thousand dollars (\$84,000), including expenses, for all years of this Agreement including the one-year
15 base contract and one optional one-year extension. The total not to exceed amount for all possible two (2)
16 years of the Term of this Agreement shall not exceed one hundred sixty-eight thousand dollars (\$168,000).

17 CONTRACTOR shall submit monthly invoices to COUNTY at County of Fresno, County
18 Administrative Office, 2281 Tulare Street, Room 304, Fresno, CA 93721. Payments shall be made after a
19 minimum of forty-five (45) days from the date COUNTY receives CONTRACTOR's invoice.

20 All expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be
21 borne by CONTRACTOR.

22 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
23 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
24 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
25 times be acting and performing as an independent contractor, and shall act in an independent capacity and
26 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
27 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
28 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer

1 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
2 terms and conditions thereof.

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

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

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

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

16 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
17 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
18 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
19 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
20 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
21 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
22 or corporation who may be injured or damaged by the performance, or failure to perform, of
23 CONTRACTOR, its officers, agents, or employees under this Agreement. The provisions of this Section 8
24 shall survive termination or expiration of this Agreement.

25 9. INSURANCE

26 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
27 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
28 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or

1 Joint Powers Agreement (JPA) throughout the term of the Agreement:

2 A. Commercial General Liability

3 Commercial General Liability Insurance with limits of not less than Two Million Dollars
4 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
5 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
6 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
7 liability or any other liability insurance deemed necessary because of the nature of this contract.

8 B. Automobile Liability

9 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
10 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
11 used in connection with this Agreement.

12 C. Worker's Compensation

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

15 Additional Requirements Relating to Insurance

16 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
17 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
18 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
19 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
20 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
21 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
22 a minimum of thirty (30) days advance written notice given to COUNTY.

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

28 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,

1 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
2 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
3 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
4 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
5 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
6 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
7 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
8 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
9 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
10 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
11 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
12 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
13 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

17 All policies shall be issued by admitted insurers licensed to do business in the State of California,
18 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
19 FSC VII or better.

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

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

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

3 COUNTY
4 COUNTY OF FRESNO
5 County Administrative Office
6 Hall of Records, Room 304
7 2281 Tulare Street
8 Fresno, CA 93721

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

9 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
10 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
11 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
12 personal service is effective upon service to the recipient. A notice delivered by first-class United States
13 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
14 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
15 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
16 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
17 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
18 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
19 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
20 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
21 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
22 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
23 beginning with section 810).

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

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

28 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

1 to operate as a corporation.

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

10 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
11 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
12 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
13 understanding of any nature whatsoever unless expressly included in this Agreement.

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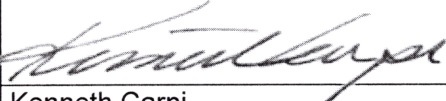
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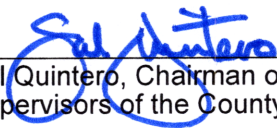
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.


3 **Carpi & Clay, Inc.**

COUNTY OF FRESNO

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

5 
6 Sal Quintero, Chairman of the Board of
7 Supervisors of the County of Fresno

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

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14
15 By: 
16 Deputy

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18
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20
21
22 FOR ACCOUNTING USE ONLY:

23 Fund: 0001
24 ORG: 2540
25 Account: 7295
26 Subclass: 10000
27
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Exhibit A

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	