

**COUNTY OF TULARE  
SERVICES AGREEMENT  
Federal Advocacy Services**

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**THIS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and Carpi & Clay, Inc, a California corporation, (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** Pursuant to Government Code Section 31000, County may employ professional experts for services enumerated therein and may contract with an independent contractor for the furnishings of such services; and
- B.** It is necessary and desirable that CONTRACTOR be retained for the purpose of performing the professional services hereinafter described.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2021 unless earlier terminated as provided below, or unless the Parties extend the term for two optional one-year extensions for the same Services and Payment by a written amendment to this Agreement..
- 2. SERVICES:** See attached **Exhibit A**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	<b>Exhibit D</b>	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>
<input type="checkbox"/>	<b>Exhibit __</b>	

- 7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY OF TULARE  
SERVICES AGREEMENT  
Federal Advocacy Services**

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**COUNTY:**

Denise England  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6398

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**CONTRACTOR:**

Carpi & Clay  
601 New Jersey Avenue, N.W., Suite 300  
Washington, DC 20001

Phone No.: (202) 822-6610  
Fax No.: (202) 822-8315

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**Carpi & Clay, Inc.**

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

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

By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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

By \_\_\_\_\_

Deputy Clerk

Approved as to Form  
County Counsel

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

By \_\_\_\_\_

Deputy

Matter # \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES – FEDERAL ADVOCACY SERVICES**

Required services will include, at a minimum, the following:

1. Work directly with the Board of Supervisors in completing a needs assessment to identify those issues that have the greatest impact on the County and also possess the greatest opportunity for successful advocacy efforts.
2. Prepare an annual Federal Legislative Platform for the Board of Supervisors' adoption based on input from the Board of Supervisors, County Administrative Office, and County staff.
3. Periodically meet with the Board of Supervisors and/or County staff (minimum of twice per year) to report on activities and confer on matters related to legislative or regulatory actions in Washington, DC. At least one meeting per year will be held in Tulare County or other locations agreeable to both parties.
4. Vigorously represent the County on identified priority issues and initiate appropriate actions to advocate on the County's behalf.
5. Identify available Federal programs that provide funding or grants for County projects and services and represent the County in the application process when requested.
6. Prepare briefing materials, conduct briefings, and arrange appointments for County officials and staff when their travel to Washington DC is relevant to the County's priority issues.
7. Provide space, staff support, and office equipment, such as phones, fax machines, and personal computers, for County use at an office in Washington DC.
8. Maintain regular communication with the County's legislative coordinator; provide quarterly written reports on activities engaged in and accomplishments achieved on behalf of the County.
9. Review legislative proposals and amendments and advise County on matters of interest; make recommendations regarding positions the County may take in response to legislation.
10. Represent the County in meetings and correspondence with legislators and representatives of the executive branch in order to advocate on behalf of County positions.
11. Draft bill language and amendments for County sponsored legislation.

12. Research issues at the request of the Board of Supervisors or County Administrative Officer.
13. Register as a Federal lobbyist
14. Have no other clients whose interests conflict with those of COUNTY. In the event that a potential conflict should arise, CONSULTANT shall notify COUNTY within 24 hours and before any further performance of this Agreement.

**EXHIBIT B**  
**BUDGET – FEDERAL ADVOCACY SERVICES**

\$91,200 annually plus qualified reimbursable costs approved by the Tulare County Administrative Officer. Qualified reimbursables are defined as actual expenses, including authorized travel to Tulare County, and excludes other than customary operating expenses. Any single expense in excess of Three Hundred Dollars (\$300.00), or any expenses totaling Two Hundred and Fifty Dollars (\$250.00) in any month, must be approved in advance by the Tulare County Administrative Officer.

EXHIBIT C  
**NON-PROFESSIONAL SERVICES**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
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.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: 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 operation.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 01 13 as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
  - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the 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 the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.



**RESOLUTION GRANTING SIGNING AND AUTHORITY  
TO CONDUCT BUSINESS OF  
CARPI & CLAY, INC.**

The members of the Board of Directors of Carpi & Clay, Inc., a corporation duly organized under the laws of the State of California, being all the members of said Board as presently constituted, do by this writing take the following action and adopt the following resolution:

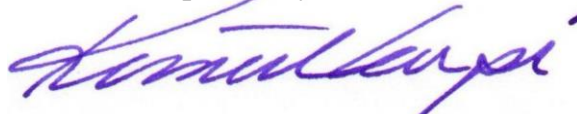
WHEREAS, the Corporation desires to grant signing and authority to a certain person described hereunder.

RESOLVED, that the Board of Directors hereby authorizes and approves granting signing and authority to conduct business to the following person: Kenneth Carpi, President of the Corporation. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records of a corporation duly formed pursuant to the laws of the State of California and that the foregoing is a true record of a resolution duly adopted in accordance with state law and the Bylaws of the above-named Corporation on that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary this 14<sup>th</sup> day of June 2018 at Washington, DC. This consent will be filed with the minutes of the proceedings of the Board of Directors of the Corporation. This consent is executed pursuant to the laws of the State of California, and the Bylaws of this Corporation which authorizes taking of action by the Board of Directors by unanimous written consent without a meeting.

Carpi & Clay, Inc.



Kenneth Carpi, Secretary