# FOURTH AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CARPI & CLAY, INC

THIS AMENDMENT TO THE AGREEMENT, entered into this 1 day of January, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Carpi & Clay, Inc, hereinafter called "Contractor";

#### WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for state advocacy services on January 1, 2022; and

WHEREAS, the parties amended the Agreement for state advocacy services on January 1, 2023; and

WHEREAS, the parties amended the Agreement for state advocacy services on January 1, 2024; and

WHEREAS, the parties amended the Agreement for state advocacy services on January 1, 2025; and

WHEREAS, the parties wish to amend the Agreement a fourth time to exercise the option to extend the term of services to December 31, 2026 and to increase the not to exceed amount from \$384,000 to \$480,000.

#### NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2 of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal

obligation under this Agreement exceed FOUR HUNDRED EIGHTY THOUSAND (\$480,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**2.** Section 3 of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of the Agreement shall be from January 1, 2022, through December 31, 2026.

**3.** Section 21 is added to the agreement to read as follows:

#### **Conflict of Interest**

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

4. All other terms and conditions of the agreement dated January 1, 2022, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Cor	ntractor: CARPI & CLAY, INC						
	Signed by:	12/5/2025	Kenneth Carpi				
Contractor Signature		Date	Contractor Name (please print)				
For Cou	<u>ınty:</u>						
COUN	TY OF SAN MATEO						
	By: President, Board of Super	visors, San Mateo County					
	Date:						
	·-						
ATTES	S1:						
By: Clerk c	of Said Board						

**ALEON** 

## ACORD\*

### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER					CONTACT NAME:						
Геадие Insurance Agency, Inc. 7777 Alvarado Rd., #515 La Mesa, CA 91942					PHONE (A/C, No, Ext): (619) 464-6851 FAX (A/C, No): (619) 668-4715						
					E-MAIL ADDRESS: info@teagueins.com						
					INSURER(S) AFFORDING COVERAGE						NAIC #
					INSURER A: Fidelity & Guaranty Insurance					35386	
INS	JRED				INSURER B: Hartford Accident and Indemnity Company					22357	
	Carpi & Clay Inc DBA Carpi &	& Cla	av Go	overnment Relations	INSURER C:						
601 New Jersey Avenue, NW Ste 300					INSURER D:						
	Washington, DC 20001					INSURER E:					
					INSURER F:						
CO	VERAGES CER	TIFIC	CATE	E NUMBER:				REVISION NUMBER:			
IN C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH I	EQUI PER	REMI TAIN,	ENT, TERM OR CONDITION, THE INSURANCE AFFORM	N OF ANY CC DED BY THE	NTRA POLIC	CT OR OTHER	R DOCUMENT WITH	RESPE	CT TO	WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLIC (MM/DD	Y EFF (YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY				(Milla BB/1111)		EACH OCCURRENCE	<b>.</b> [	\$	2,000,000	
	CLAIMS-MADE X OCCUR			BIP-00B4691950	7/2/2	025	7/2/2026	DAMAGE TO RENTEL PREMISES (Ea occurr	orence)	\$	300,000
								MED EXP (Any one pe	· 1	\$	10,000
								PERSONAL & ADV IN		\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGA	\TE	\$	4,000,000	
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/	OP AGG	\$	4,000,000
	OTHER:									\$	
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE L (Ea accident)	IMIT	\$	2,000,000	
	ANY AUTO			BIP-00B4691950	7/2/2	7/2/2025	7/2/2026	BODILY INJURY (Per	person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per		\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		\$	
										\$	
Α	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	<b>.</b>	\$	1,000,000	
	EXCESS LIAB CLAIMS-MADE	CUP-00B4693212		7/2/2025	7/2/2026	AGGREGATE \$		\$	1,000,000		
	DED X RETENTION \$ 5,000									\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE	OTH- ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		72WECTS6658	6/14/2025	14/2025	6/14/2026	E.L. EACH ACCIDENT	г	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EN	MPLOYEE	\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC	CY LIMIT	\$	1,000,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	ACORE	D 101, Additional Remarks Schedu	le, may be attache	d if mo	re space is requir	ed)			
-100	of Insurance										
CERTIFICATE HOLDER					CANCELLATION						
San Mateo County 500 County Center, 5th FL Redwood City, CA 94063					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Roundou dity, on ortoo					AUTHORIZED REPRESENTATIVE					
					AUTHORIZED REFREGENTATIVE						