

**AGREEMENT
MISSION SPRINGS WATER DISTRICT
AND
CARPI & CLAY, INC.**

Pursuant to this Agreement, the Mission Springs Water District (hereafter referred to as “the District” and Carpi & Clay, Inc. (hereafter referred to as “the Washington Representative”), agree to assume the following obligations:

1. OBLIGATIONS OF CARPI & CLAY, INC.

- A. Carpi & Clay Inc. will act as the Washington Representative to the District.
- B. The Washington Representative will confer with the General Manager and such other personnel as the General Manager may designate at the times and places mutually agreed to by the General Manager and the Washington Representative on all organizational planning and program activity which has a bearing on the ability of the District to make the best use of federal programs.
- C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other federal developments for the purpose of advising the District, on the representative’s own initiative, of those items which may have a bearing on the District’s policies or programs.
- D. The Washington Representative will secure and furnish such detailed information as may be available on federal issues in which the District indicates an interest. The Washington Representative will provide a monthly report of legislative and regulatory activities of interest to the District, reporting on actions taken on behalf of the District.
- E. The Washington Representative will review and comment on proposals and grant requests of the District, which are being prepared for submissions to federal agencies, when requested to do so by the General Manager.
- F. The Washington Representative will maintain liaison with the District’s delegation in Congress and will assist the delegation in any matter which the General Manager determines to be in the interest of the District and in the same manner as any other member of the District’s administrative staff might render assistance.
- G. The Washington Representative will counsel with the District regarding appearance by District officials before Congressional committees and administrative agencies and will arrange for appointments and accommodations as necessary.
- H. The Washington Representative will contact federal agencies on the District’s behalf when applications or other initiatives are under consideration by such agencies and otherwise take whatever steps are necessary to obtain the most favorable consideration.

- I. It is understood that Carpi & Clay may be required to register on behalf of the District under the terms of the Lobbying and Disclosure Act of 1995, as amended (2 U.S.C. 1601 et seq.) and any subsequent laws or regulations.
- J. In fulfilling the responsibilities under this Agreement, the Washington Representative will act in the name of the District and with the title Washington Representative to the District.

2. OBLIGATIONS OF THE MISSION SPRINGS WATER DISTRICT

- A. The District will contract with the Washington Representative for a period of twelve months. However, this contract may be terminated at any time without cause by providing thirty (30) days written notice.
- B. The contract will be \$48,000.00 payable in advance in equal monthly installments of \$4,000.00
- C. The District will advise the Washington Representative of the name or name of persons other than the General Manager authorized to request service by the Washington Representative and the person or persons to be kept advised by the Representative.
- D. The District will supply the Washington Representative with a summary of all federal issues in which the District has interests and advise the Washington Representative of any new developments, together with the pertinent details as to the substance of such developments.
- E. The District will supply the Washington Representative with copies of budgets, planning documents, and regular reports of the General Manager, the District's agenda and proceedings, newspapers and other materials which will assist the Washington Representative in keeping current on the District's policies and programs.
- F. The District will reimburse the Washington Representative for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at any other meetings attended by the Washington Representative at the request of the General Manager; (3) all incidental expenses incurred in the course of conducting the District's business.
- G. The obligation of the District under paragraph 2, subparagraphs F, G and H is not to exceed \$2,500.00 for the period covered by this contract.

3. THE DISTRICT AND CARPI & CLAY, INC. CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT

The Washington Representative:

- A. Will not represent the District in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions; and
 - B. Will not perform any legal, engineering, accounting or similar professional services.
4. This agreement shall take effect on February 1, 2021 and terminate on January 31, 2022.

CARPI & CLAY, INC.



Kenneth Carpi, President

Date: 1/6/21

MISSION SPRINGS WATER DISTRICT

Arden Wallum, General Manager

Date: _____