

AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND REGULATORY AGENCY ADVOCACY SERVICES

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County”, and Paragon Government Relations, hereinafter referred to as “Contractor”, collectively referred to as the “parties.” The provisions of the Agreement shall be binding upon the Parties and their assigns and successors in interest, and shall inure to the benefit of such assigns or successors in interest.

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, and Exhibit C – Compliance Provisions, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on **January 14, 2025**, and shall terminate on **December 31, 2026**, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein. The parties also reserve the right to negotiate an extension of this Agreement for a period not to exceed three additional years prior to expiration.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit “A” (Scope of Services), attached hereto. Compensation to Contractor shall not exceed **One Hundred Eight-Seven Thousand Six Hundred Sixty Dollars (\$187,660.00)**, structured in the following manner:

- \$4,140 for the month of January 2025 (prorated to reflect January 14 start date);
- \$7,000 monthly for the period of February 1, 2025, through December 31, 2025;
- \$7,210 monthly for the period of January 1, 2026, through December 31, 2026; and
- \$20,000 (*Not-to-Exceed Total*) for direct expenses incurred on behalf of the County over the term of the Agreement (*i.e. January 14, 2025, to December 31, 2026*);

County will reimburse Contractor for direct expenses incurred on behalf of the County, including out-of-town travel-related costs, as pre-approved by the County. County will also reimburse Contractor for approved in-town travel costs and document reproduction fees incurred in connection with County of Lake business. Such direct expenses shall not exceed \$20,000.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit “B” (*Fiscal Provisions*), attached hereto, provided Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days’ written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

**AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND
REGULATORY AGENCY ADVOCACY SERVICES**

On termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. MODIFICATION. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning Scope of Services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the County Administrative Officer, or her designee.

6. NOTICES. All notices between the parties shall be in writing addressed as follows:

County of Lake
Administration
255 N. Forbes St.
Lakeport, CA 95453
Attn: County Administrative Officer

Paragon Government Relations
220 I Street, N.E., Suite 240
Washington, D.C. 20002
Attn: Joe Krahn

7. EXHIBITS. The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions

8. TERMS AND CONDITIONS. Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. INTEGRATION. This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California, January 14, 2025.

COUNTY OF LAKE

PARAGON GOVERNMENT RELATIONS

CHAIR, Board of Supervisors


Joe Krahn
Joe Krahn (Jan 9, 2025 15:14 EST)

Joe Krahn, President

If applicable
ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By: 
Lloyd Guintivano (Jan 9, 2025 10:56 PST)

**AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND
REGULATORY AGENCY ADVOCACY SERVICES**

EXHIBIT “A” – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES. The purpose of this Agreement is for the Contractor (*Paragon Government Relations*) to provide professional strategic consulting, government affairs, and federal advocacy services on behalf of the County of Lake. The services involve the representation of the County’s interests before the Congress of the United States and the Executive Branch, including departments and agencies of the Federal Government.

1.1 Contractor will work with the County of Lake to develop and implement a federal legislative and regulatory strategy for issues of significant interest to the County. The strategy implemented for these issues may include advocacy and/or monitoring and reporting, as appropriate. Advocacy is defined as seeking to directly influence public officials regarding legislative and regulatory initiatives. Monitoring and reporting refers to tracking legislation and proposed regulations and notifying the County regarding relevant activity.

1.2 Contractor will collaborate with the County of Lake on an annual and ongoing basis to help identify federal issues and policies that are of priority interest to the County. Paragon will assist the County in preparing an annual federal platform document that identifies the County’s position on key federal issues and policies.

1.3 Contractor will review federal executive proposals, major legislation, proposed and adopted administrative rules and regulations, and other federal policies for the purpose of advising the County of those items that may have a bearing on the County’s priority issues and interests.

1.4 Contractor will participate in meetings on Capitol Hill with members of the Lake County Board of Supervisors and other representatives of the County. Contractor will also provide appropriate administrative support to representatives of the County for business conducted in Washington, D.C. (*i.e., schedule appointments; develop drop-off materials; and conduct briefings for Lake County officials who are preparing to meet with federal policymakers*).

1.5 Contractor will draft advocacy documents for review and approval by the County, including letters to members of Congress and agency officials, as well as County of Lake position papers.

1.6 Contractor will provide advice and counsel to the County regarding the federal earmarking process (*for Community Project Funding/Congressionally Directed Spending items*) and will advocate for the County’s project requests.

1.7 Contractor will notify the County of relevant federal discretionary grant opportunities and will provide advocacy support for any competitive grant applications the County submits to federal agencies.

1.8 Contractor will provide weekly, in-session written updates that address key legislative and regulatory issues, as well as provide periodic written summaries and status reports on the County’s federal legislative priorities. Contractor also will participate in key meetings and briefings (*e.g., staff-level check-ins, up to quarterly presentations to the Board of Supervisors*), as appropriate.

**AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND
REGULATORY AGENCY ADVOCACY SERVICES**

1.9 Contractor will collaborate with and participate in appropriate coalitions and working groups, including coordinating with key national associations and organizations, on behalf of the County.

1.10 Contractor will complete in a timely manner all registrations and reporting required pursuant to the *Lobbying Disclosure Act* and any other applicable law or regulation associated with performing services pursuant to this Agreement.

The Parties agree the services provided for herein and the fees set forth are designed for and limited to the County of Lake. This service package and the fees set forth do not include services rendered on behalf of any entity or affiliate group other than the County. Services that may be desired by any individual county, affiliate group, or other entity or coalition to which the County is a participating member would require a separate Agreement and separate fee(s).

As an independent contractor, Paragon shall not be considered an agent or employee of the County of Lake for any purposes.

Conflicts of Interest

Based on the information that has been provided, Contractor does not believe that its representation of the County currently involves any actual conflict of interest with any of Contractor's other clients. If conflicts arise between the County and any of the Contractor's other clients regarding matters that are not substantially related to the services provided in this Agreement, Contractor shall apprise the County promptly, to the extent permitted and/or required by the applicable rules of professional conduct, and Contractor shall attempt to resolve those conflicts by bringing the County and Contractor's other client(s) together to see whether it is possible to resolve the conflict. Absent the County's waiver of the conflict of interest under this section, County shall be free to terminate the Agreement if the conflict is not resolved.

3. RECORDS RETENTION. Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

**AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND
REGULATORY AGENCY ADVOCACY SERVICES**

EXHIBIT “B” – FISCAL PROVISIONS

1. CONTRACTOR’S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. INVOICES.

2.1 Contractor’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. EXPENDITURE OF FUNDS.

4.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

4.2 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

**AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND
REGULATORY AGENCY ADVOCACY SERVICES**

EXHIBIT “C” – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR and Executive Order 11738).

**AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND
REGULATORY AGENCY ADVOCACY SERVICES**

5. INDEMNIFICATION AND HOLD HARMLESS.

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive termination of the Agreement.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in

**AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND
REGULATORY AGENCY ADVOCACY SERVICES**

connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

**AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND
REGULATORY AGENCY ADVOCACY SERVICES**

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

**AGREEMENT FOR PROFESSIONAL FEDERAL LEGISLATIVE AND
REGULATORY AGENCY ADVOCACY SERVICES**

- 18. SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- 19. JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.
- 20. RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
- 21. NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
- 22. PUBLIC RECORDS ACT.** Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.