ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS FIRST ADDENDUM is to that Contract executed on February 06, 2018 between the County of Siskiyou (County) and SWCA, Incorporated (Contractor).

WHEREAS, the cost of services to be provided under the contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect additional duties.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Contract, Scope of Services, Exhibit "A", shall be deleted and replaced in its entirety with the new Exhibit "A", Scope of Services, attached hereto and hereby incorporated by reference.

Paragraph 4 of the Contract, Compensation, shall be amended to add an additional one-hundred thousand dollars (\$100,000), to increase the compensation payable under the contract to an amount not to exceed two-hundred thousand dollars (\$200,000) for the term of the contract.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 10/20/2018

COUNTY OF SISKIYOU

RAY A. HAUPT, CHAIR Board of Supervisors County of Siskiyou State of California

ATTEST: COLLEEN SETZER Clerk, Board of Supervisors Bv:

1

Date:

CONTRACTOR: SWCA, Incorporated John Dietler

Søuthern California Principal SWCA Environmental Consultants

License No .:

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. <u>on file</u>

ACCOUNTING:

FundOrganizationAccount2501205010723000

Activity Code (if applicable) Flood

Encumbrance number E1800465

If not to exceed, include amount not to exceed: \$200,000 (\$100,000 amendment)

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT A

TASK 1. ASSESSMENT OF TECHNICAL DATA AND DOCUMENTATION

To support Siskiyou County in their assessment and involvement in the Klamath River Dam Decommissioning project, SWCA will review and assess available and relevant documentation related to the project. Data and information gaps that need to be addressed by the regulatory agencies, and/or KRRC will be presented to the County. Memos, emails, and/or reports will document SWCA's efforts in reviewing, assessing, and identifying technical issues related to natural and cultural resources, as well as the planning processes (e.g. California Environmental Quality Act). Work to be done under this task include the following:

- Review and provide recommendations on existing and future documentation and information developed by the County, legal staff and previous contractors;
- Identify and assess all potential impacts of dam removal, including environmental, economic, and liability impacts;
- Review existing and future environmental and technical documents developed by state and federal agencies, KRRC and its contractors, and any other related agencies and groups and provide discussion, feedback, requests and recommendations;
- Identify lacking data and analysis included in documentation associated with the proposed dam removal project; and,
- Review and provide technical expertise on KRRC's plans and resources for restoration activities during and after dam removal, including watershed and fisheries restoration.

TASK 2. MEETINGS

SWCA

As part of this project, SWCA will participate in a variety of meetings, both in person and on the phone. SWCA is able to host webinar meetings if as requested by the County. We anticipate attending meetings with agencies, KRRC, the County, and the public, as well as having internal meetings with the Client to go over recommendations and analysis related to existing and future documentation. At the request of the County, SWCA can also provide presentation materials, such as powerpoints and handouts. Work to be done under this task includes:

- Providing technical data and expertise at public outreach events, Board of Supervisors meetings, and other such related activities as is necessary; and,
- Providing technical expertise at key meetings between Siskiyou County and federal and state agencies, KRRC and its contractors, PacifiCorp, and any other related agencies or groups.

TASK 3. AGENCY COORDINATION

SWCA will engage with the various state, federal, and local agencies associated with the dam removal project as directed by the County. Through phone calls and in-person meetings, SWCA's technical staff will engage the agencies on behalf of the County to inquire about the planning process, technical issues and/or data gaps in the documentation, as well as work with the agencies to ensure the County is involved in the project planning stage. Work under this task includes:

- Engaging with federal, state, and local agencies regarding:
 - NEPA and CEQA processes and compliance;
 - FERC process and compliance;
 - Cultural and Natural resource issues and permits; and,



• Ecological restoration planning.

TASK 4. GUIDANCE

Based on the review of documentation, data analysis, expert assessments, and engagement with the agencies, SWCA will provide guidance to the County on how to stay involved in the planning processes, as well as guidance on the best "next steps" for the County in the project. We can provide the County this guidance in emails, reports, memos, or during meetings, either in-person or on the phone. Work under this task includes:

- Providing expertise, technical data and documentation, and recommendations to Siskiyou County staff, county counsel, legal counsel, and the Board of Supervisors.
- SWCA is also being retained to assist County Counsel and outside counsel in providing legal advice. Work and communications generated by SWCA at the direction of counsel is considered confidential and attorneyclient privileged, and Consultant shall only communicate with counsel and senior staff who are familiar with the legal nature of the Consultant's work.

SWCA RATES & EXPENSES

We understand that the contract for this project includes a not-to-exceed value of \$200,000. All work done on this project will be billed on a time-and-material basis at the rates included as Exhibit B. These are SWCA's standard rates with a 5% discount applied. Work under each task will be completed only after notice-to-proceed has been given by the County.

Expenses will be billed as a direct cost, with no markup. Receipts for travel related expenses will be provided to the County during the monthly invoice cycle. Copies, prints, phone, or other administrative expenses will not be billed to the County.