

This instrument is a correct copy of the original on file in this office.

ATTEST:

LAURA BYNUM  
County Clerk of the State of California  
In and for the County of Siskiyou.

By: Wendy Dwyer  
Deputy

**SECOND ADDENDUM TO  
GENERAL RETAINER AGREEMENT**  
(Fairchild Medical Center Litigation Proceedings)

THIS SECOND ADDENDUM is to that Contract for Services entered into on February 18, 2020, and as amended on May 5, 2020, by and between the County of Siskiyou ("County") and the firm OLSON REMCHO, LLP ("Contractor") and is entered into this 4<sup>th</sup> day of August, 2020.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1 of the Contract, SERVICES PROVIDED, shall be amended to add an additional One Hundred Thousand Dollars (\$100,000.00), to increase the compensation payable under the Contract to an amount not to exceed One Hundred Eighty-Five Thousand Dollars (\$185,000.00).

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

IN WITNESS WHEREOF, County and Contractor have executed this First 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: 8/4/2020

COUNTY OF SISKIYOU

Michael N. Kobseff

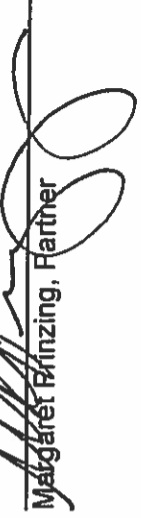
MICHAEL N. KOBSEFF, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: Wendy Dwyer  
Deputy

Date: 7/22/20

CONTRACTOR: OLSON REMCHO, LLP

  
Margaret Rinzing, Partner

License No.: 209482  
(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. 94-24026587

ACCOUNTING:		
Fund	Organization	Account
6106	110012	723000
		Activity Code (if applicable)

Encumbrance number (if applicable): E2000455

If not to exceed, include amount not to exceed: \$185,000.00

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

CO#12455  
E2000455

**FIRST ADDENDUM TO  
GENERAL RETAINER AGREEMENT**  
(Fairchild Medical Center Litigation Proceedings)

THIS FIRST ADDENDUM is to that Contract for Services entered into on February 18, 2020, by and between the County of Siskiyou ("County") and the firm OLSON REMCHO, LLP ("Contractor") and is entered into this 5th day of May, 2020.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1 of the Contract, SERVICES PROVIDED, shall be amended to add an additional Seventy-Five Thousand Dollars (\$75,000.00), to increase the compensation payable under the Contract to an amount not to exceed Eighty-Five Thousand Dollars (\$85,000.00).

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

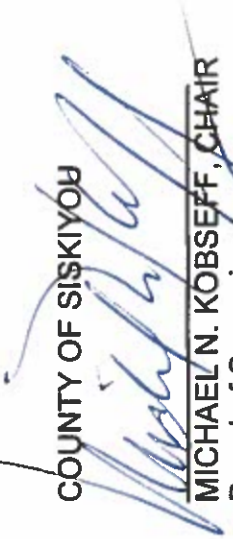
IN WITNESS WHEREOF, County and Contractor have executed this First Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 5/5/2020

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: *Wendy Diger*  
Deputy

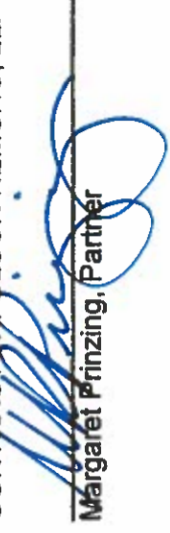
COUNTY OF SISKIYOU



MICHAEL N. KOBSEFF, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

CONTRACTOR: OLSON REMCHO, LLP

Date: 4/22/20

  
Margaret Prinzing, Partner

License No.: 209482  
(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. 94-24026587

ACCOUNTING:		
Fund	Organization	Account
6106	110012	723000
		Activity Code (if applicable)

Encumbrance number (if applicable): E2000455

If not to exceed, include amount not to exceed: \$85,000.00

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

## GENERAL RETAINER AGREEMENT

THIS AGREEMENT is made between OLSON REMCHO, LLP (referred to as "Law Firm" or "we") and SISKIYOU COUNTY (referred to as "Client").

This Agreement will become effective, and Law Firm will be obligated to provide legal services, on and after January 1, 2020 upon Client's return of a signed copy of this Agreement.

### SERVICES PROVIDED

1. Law Firm hereby offers to provide to Client legal advice and representation regarding Fairchild Medical Center's demand for payment of certain post-stabilization services, for an amount not to exceed \$10,000.
2. Client may request in writing, that Law Firm perform additional legal services for Client unrelated to the above-specified matter. Unless such additional services are the subject of a separate written Agreement for legal services, Client and Law Firm agree that such additional legal services that Law Firm agrees to perform shall be considered within the scope of services under this Agreement and subject to all of the terms and conditions set forth here.

### DUTIES OF CLIENT

3. Client agrees to cooperate and be truthful with Law Firm, inform Law Firm of any developments related to the representation, render payment of Law Firm's billing statements when due, advise Law Firm of any changes in Client's address or telephone number, and to abide by this Agreement.

### FEES, COSTS, AND TERMS

4. Client agrees to pay for Law Firm's services based on the attached fee schedule (Exhibit "A"). Law Firm bills for its services hourly, in increments of one-tenth of an hour. Law Firm reserves the right to adjust the hourly rates after providing 30 days written notification to Client of any such changes.
5. Law Firm will send Client monthly statements for fees and costs incurred which are due and payable upon receipt and will be considered delinquent if not paid within 30 days of the statement date. Client agrees that commencing the 30th day following the date of statement for Law Firm's services, Law Firm will charge interest at the rate of ten percent (10%) per annum on any and all amounts then due and unpaid. Invoices that remain outstanding for 60 days will be grounds for termination of the representation.
6. Law Firm billing is detailed and lists the attorney name, amount of time, and description of services rendered. Law Firm will charge for time expended on telephone calls relating to Client's matter, including calls with Client, opposing counsel, court personnel, etc. The legal personnel assigned to Client's matter will confer among themselves regarding Client's matter, as required. When they do confer, each person will charge for their time expended. If more than one of Law Firm's legal personnel attends a meeting, court hearing, or other proceeding, each will charge for their time expended. Attorney will charge for waiting time in

court and other proceedings and for attorney and staff travel time, including both local and out-of-town. Law Firm also charges for time expended on legal research and preparation of memos, letters, and other documents. Law Firm believes it is a necessary part of the practice of law to provide this kind of research and documentation, even if the result of Law Firm's research simply confirms Law Firm's preliminary opinions. Law Firm may not charge for certain services in some cases, without waiving its right to charge for these items should they reoccur in the future. This is a matter of goodwill and solely at Law Firm's discretion.

7. Client agrees to review Law Firm's bills before payment is due, and to promptly raise any questions or concerns about the bills with Law Firm. If questions or concerns are not raised within 30 days of the statement date, Law Firm may assume Client agrees with the charges and will render payment.

8. Law Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses, in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies; conference call charges; messenger and other delivery fees; postage, photocopying and other reproduction costs; transportation, meals, lodging, and all other costs of any necessary travel by Law Firm's personnel; and other similar items. Further, in the event Client's matter involves arbitration or litigation, Client agrees to pay costs required by an arbitrator or court, or deemed necessary by Law Firm to effectively present Client's case. Law Firm does not bill for online legal research services such as Lexis or Westlaw or telephone charges for calls within the US. Law Firm will provide the Client with original itemized receipts when requesting reimbursement for costs and expenses.

#### TERMINATIONS AND DISPUTES

9. Client may discharge Law Firm at any time and for any reason. Law Firm may withdraw with Client's consent or for any reason permitted by the Rules of Professional Conduct. This includes Client's material breach of the Agreement, including failure to pay an invoice for more than 60 days; Client's refusal to cooperate with Law Firm or to follow Law Firm's advice on a material matter; or any fact or circumstance that would render Law Firm's continuing representation unlawful or unethical. When Law Firm's services conclude, all unpaid charges will immediately become due and payable.

10. At the conclusion of Law Firm's representation of Client, or in the event of a discharge or termination within the meaning of paragraph 9, Law Firm may give Client an opportunity to retake possession of any documents that Client has sent to Law Firm, or which Law Firm has created or acquired from other sources, during the course of this representation. If Client does not request the return of these documents within 90 days of that request, or ask that Law Firm make alternative arrangements, Law Firm may destroy, without further review, any and all such documents. If Client requests return of these documents prior to that time, however, Law Firm will return such documents as quickly as is practicable.

11. In any action or proceeding arising out of this Agreement or the performance of services pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Venue for any action or proceeding shall be in Siskiyou County.

## DISCLAIMER OF GUARANTEE

12. NOTHING IN THIS AGREEMENT AND NOTHING IN LAW FIRM'S STATEMENTS TO CLIENT MAY BE CONSTRUED AS A PROMISE OR GUARANTEE REGARDING THE OUTCOME OF CLIENT'S MATTER. LAW FIRM MAKES NO SUCH PROMISES OR GUARANTEES. LAW FIRM'S COMMENTS REGARDING THE OUTCOME OF CLIENT'S MATTER ARE EXPRESSIONS OF OPINION ONLY.

## CONFLICTS OF INTEREST

13. Client understands that Law Firm represents many clients who participate in the governmental and political process in California and nationwide. This presents the possibility that some of Law Firm's work on behalf of other clients could create conflicts of interest with Law Firm's work on behalf of Client. Under the California Rules of Professional Conduct, some, but not all, conflicts of interest require attorneys to provide their clients with written disclosure, or seek informed written consent from their clients, before proceeding with the representation. For example, if Law Firm represents an organization in one matter, and an individual wants to retain Law Firm to initiate litigation against the organization in a different, unrelated matter, Law Firm could only represent the individual if both the organization and individual provide informed written consent. Based on the information reasonably available to Law Firm, it does not appear that any of the work we are doing for our other clients creates a conflict of interest with Client that requires written disclosure or informed consent.
14. Law Firm may have in the past, or may in the future, advocate a legal position on behalf of a client in an unrelated matter that was, or will be, adverse to the interests of Client in this matter. Similarly, Law Firm may represent one client who takes a political position (such as supporting a particular political party, candidate, ballot measure, or policy position) that is contrary to a political position taken by a different client of Law Firm. Client understands that neither of these examples, standing alone, constitutes a conflict of interest that requires Law Firm to provide Client with written disclosure or informed written consent.
15. If, during the course of this representation, any conflict of interest arises that requires us to provide Client with written disclosure or informed written consent, we will promptly raise that issue with Client, explaining the relevant circumstances and risks, and seeking any consent that may be necessary and appropriate. However, if our duty of confidentiality to our other client(s) precludes us from disclosing all relevant circumstances and risks to Client, or if Client or our other client chooses not to waive the conflict of interest, Client agrees that Law Firm will have the right to withdraw from our representation of Client after providing Client with reasonable notice but without any further approval or consent from Client. In that event, Law Firm will take reasonable steps to avoid reasonably foreseeable prejudice to Client's rights from the withdrawal. Client likewise has the absolute right to terminate our representation at any time and for any reason. In the event that Law Firm or Client terminates this representation, Client agrees that we may continue to represent our other clients, even on matters that are adverse to Client, including political law compliance and litigation matters. Law Firm will continue to fully protect all confidential information of Client after Law Firm's representation of Client ends, regardless of the reason that the representation ends.

16. This firm represents various political candidates, individuals or organizations opposed to political candidates, and ballot measure committees. Such clients sometimes involve the firm in election disputes, such as ballot pamphlet litigation over a candidate's ballot designation or qualifications for office, or the validity of a ballot measure or the accuracy of an argument relating to a ballot measure. In those cases, the county registrar is often named as a respondent in his or her official capacity because the registrar is charged with the conduct of elections within the county and is therefore responsible for making any changes ordered by a court. Such litigation may involve disputes in which the County is not taking a substantive position in the matter adverse to our other client(s), or disputes in which the County is taking a substantive position in the matter adverse to our other client(s). While we are currently unaware of any such litigation that will take place in this County, such litigation may arise and create conflicts of interest between the County and our other existing or new clients.

By signing this letter, the County provides its written consent to our representation of our present or future clients in all phases of election disputes that may or do result in litigation in which the County is named as a respondent, and in which the County is not taking a substantive position in the matter adverse to our other client(s). This may involve this firm representing a client that initiates litigation naming the County as defendant or respondent, and/or this may involve the firm taking positions that are adverse to the County's interests, such as the firm advocating for a litigation schedule that the County opposes. You understand that other relevant circumstances and actual adverse consequences of the waiver are not presently known or ascertainable.


The County's consent will not extend to litigation that involves a claim in which the County is substantively opposed to a position taken by our other client. If such a case arises, we will promptly notify the County in writing of the potential for a conflict of interest, and the County agrees not to unreasonably withhold its agreement to promptly waive in writing any actual or perceived conflict of interest in such cases. We encourage you to seek the advice of independent legal counsel before agreeing to this waiver.

**CHOICE OF LAW**

17. This Agreement, and the rights and obligations of the parties under this Agreement, shall be construed and interpreted according to the laws of the State of California.

Client has read and understands the foregoing and agrees to all of the terms and conditions set forth in this Retainer Agreement.

Date: 7/12/20

CONTRACTOR: OLSON REMCHO, LLP  
  
Margaret Prinzling

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. \_\_\_\_\_

COUNTY OF SISKIYOU  
Terry Barber 2-18-20  
Terry Barber, County Administrator (Date)

APPROVED AS TO LEGAL FORM:  
Edward J. Kiernan 2-18-20  
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund	Org	Account
6106	110012	723000 SFJ

If not to exceed, include amount not to exceed: \$10,000.00

Encumbrance number (if applicable):  
Jennie Ebejer 2-18-20  
Jennie Ebejer, Auditor-Controller (Date) SFJ

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann Merkle \_\_\_\_\_ (Date)  
Ann Merkle, Risk Management

# EXHIBIT "A"

## Olson | Remcho

Effective 1/1/2020

Partners	\$400 - \$425
Of Counsel / Senior Attorneys	\$400
Senior Associates / Associates	\$260 - \$315
Law Clerks	\$135
Managers / Supervisors / Senior Paralegals	\$145
Team Coordinators / Senior Specialists	\$135
Specialists / Paralegals	\$120
Assistants / File and Audit Coordinator	\$80