

VN#	@00015930
CT#	E2100409
ACCT:	1001
CT AMT:	25,000.00

CO223409	-	723000	-	100
103010	-		-	
Annual		135,000.00		
Total				

**THIRD ADDENDUM TO ENGAGEMENT AGREEMENT
(GRISET LITIGATION- DOWNEY BRAND LLP)**

THIS THIRD ADDENDUM is to that Agreement for Services entered into on January 20, 2021, and amended on May 25, 2021, and amended on September 21, 2021, by and between the County of Siskiyou ("County") and Downey Brand, LLP ("Firm") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the cost of services to be provided under the Agreement is expected to exceed the not-to-exceed amount set forth in the Second Addendum to Engagement Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The County signature page shall be amended to add an additional Twenty-Five Thousand Dollars (\$25,000.00), to increase the compensation payable under the Agreement to an amount not to exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

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

IN WITNESS WHEREOF, County and Firm have executed this Third 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: 12/14/2021

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Wittingham
Deputy

Date: 12/6/2021

COUNTY OF SISKIYOU

DocuSigned by:
Ray L. Haupt
~~RAY L. HAUPT~~, CHAIR
Board of Supervisors
County of Siskiyou
State of California

Firm Name: Downey Brand, LLP
Christian L. Marsh
359394CBFACC40D
Christian L. Marsh

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	103010	723000	

Encumbrance number (if applicable): E2100409

If not to exceed, include amount not to exceed: \$135,000.00

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

VN#	@00015930	
CT#	CO222409	E2100409
ACCT:	1001	103010
CT AMT:	110,000.00	110,000.00
	Annual	Total
		723000

**SECOND ADDENDUM TO ENGAGEMENT AGREEMENT
(GRISSET LITIGATION- DOWNEY BRAND LLP)**

THIS SECOND ADDENDUM is to that Agreement for Services entered into on January 20, 2021, and as amended on May 25, 2021, by and between the County of Siskiyou ("County") and Downey Brand, LLP ("Firm") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the cost of services to be provided under the Agreement is expected to exceed the not-to-exceed amount set forth in the First Addendum to Engagement Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The County signature page shall be amended to add an additional Sixty Thousand Dollars (\$60,000.00), to increase the compensation payable under the Agreement to an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000.00).

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

IN WITNESS WHEREOF, County and Firm have executed this Second 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: 9/21/2021

COUNTY OF SISKIYOU

DocuSigned by:
Ray A. Haupt
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: *Wendy Winingham*
DocuSigned by:
Wendy Winingham 1A5444...

Date: 9/15/2021

Firm Name: Downey Brand, LLP
Christian L. Marsh
359364CBFACCA40D...
Christian L. Marsh

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	103010	723000	

Encumbrance number (if applicable): E2100409

If not to exceed, include amount not to exceed: \$110,000.00

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

**FIRST ADDENDUM TO ENGAGEMENT AGREEMENT
(GRISET LITIGATION- DOWNEY BRAND LLP)**

THIS FIRST ADDENDUM is to that Agreement for Services entered into on January 20, 2021 by and between the County of Siskiyou ("County") and Downey Brand, LLP ("Firm") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the cost of services to be provided under the Agreement is expected to exceed the not-to-exceed amount set forth below the County Administrative Officer's signature on the signature page of the Agreement; and

WHEREAS, the County Administrative Officer's ("CAO") signatory authority is limited to Twenty-Five Thousand Dollars (\$25,000.00) absent further delegation by the Board of Supervisor's; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Agreement above Twenty-Five Thousand Dollars (\$25,000.00) with Board of Supervisors approval.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The County signature page shall be amended to add an additional Twenty-Five Thousand Dollars (\$25,000.00), to increase the compensation payable under the Agreement to an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

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

IN WITNESS WHEREOF, County and Firm 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: 5/25/2021

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Winningham
Deputy

COUNTY OF SISKIYOU

DocuSigned by:
Ray A. Haupt
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

~~Firm Name:~~ Downey Brand, LLP.
Christian L. Marsh
359364ICREACC40D

Date: 5/7/2021 _____

Christian L. Marsh

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	103010	723000	

Encumbrance number (if applicable): E2100409

If not to exceed, include amount not to exceed: \$50,000.00

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

DOWNEY BRAND

Christian L. Marsh
cmarsh@downeybrand.com
415.848.4830 Direct
415.848.4831 Fax

Downey Brand LLP
455 Market Street, Suite 1500
San Francisco, CA 94105
415.848.4800 Main
downeybrand.com

January 15, 2021

VIA ELECTRONIC MAIL

Edward J. Kierman, County Counsel
Natalie E. Reed, Assistant County Counsel
County of Siskiyou
Post Office Box 659
Yreka, California 96097
ekiernan@co.siskiyou.ca.us
nreed@co.siskiyou.ca.us

Re: Engagement of Downey Brand LLP; Grisnet Writ Petition

Dear Mr. Kierman and Ms. Reed:

Thank you for retaining Downey Brand LLP (“Firm”) to represent Siskiyou County in the *George S. Grisnet, et al. v. County of Siskiyou, et al.*, matter (Siskiyou Co. Sup. Ct. Case No. CVPT20-983). This letter and the enclosed Standard Provisions and Terms Concerning Engagement for Services by Downey Brand LLP (“Standard Provisions”) together constitute our agreement concerning the nature of the legal services we will be providing, our respective responsibilities, the manner in which we will charge you for our fees and out-of-pocket costs, and related matters.

Scope of Legal Work

In consideration of the fee arrangement and other terms and conditions, we will represent Siskiyou County in the above-referenced Petition for Writ of Mandamus and Writ of Prohibition brought by George Grisnet and Grisnet Farms Inc. to challenge the County’s August 4, 2020 Urgency Ordinance No. 20-13 (“Grisnet Petition”). If we are requested to broaden the scope of our representation, we will confirm such additional scope in writing.

Legal Fees and Costs

Our fees for this representation will be charged on an hourly basis. I will serve as the attorney with primary responsibility for this matter. My special counsel billing rate for public clients is \$435 per hour. As a courtesy to an existing public client, my billing rate on this matter will be \$405 per hour. My partner David Cameron and associates Natalie Kirkish and Megan Unger are available to assist us. Their billing rates for public clients are \$390, \$350, and \$305 per hour, respectively. Enclosed as **Attachment A** is a schedule of the 2021 hourly rates for the attorneys and paralegal available to work on this matter. Additional attorneys beyond those listed on **Attachment A** will work on this matter only upon prior written approval by you. Further, we

will notify you in writing in advance of any rate increase beyond the rates identified in **Attachment A** prior to reflecting such increase in our billings to you.

Please know that we always welcome a free and open discussion about our fee structure or any particular statement or charge.

Schedule and Terms of Payment

We request that you pay our statements within thirty (30) days of receipt of the statement. We reserve the right to withdraw from this representation for nonpayment of our fees. Delinquencies of more than sixty (60) days will be subject to interest on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .8333% per month (ten percent (10%) annual percentage rate). The unpaid balance will bear interest until paid.

Conclusion

If you have any questions about any of the above or the Standard Provisions, or if you have suggestions which would make our working relationship better, we would be happy to respond to them. If this letter and the Standard Provisions are acceptable, please sign the Acceptance below. This will signify your agreement to the terms of our engagement as described in this letter and the Standard Provisions. We look forward to working with you on this new matter.

Sincerely,

DOWNEY BRAND LLP



Christian L. Marsh

DOWNEY BRAND

TERMS OF ENGAGEMENT AGREEMENT

In order to avoid any misunderstandings, it is the Firm’s policy to set out the terms of our engagement at the beginning of our relationship in our Terms of Engagement Agreement, which is incorporated into the Engagement Letter provided with this Agreement. This Agreement sets forth the terms, promises, and conditions of our representation and provision of legal services to Siskiyou County (“Client”). Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Downey Brand, the following provisions apply to the relationship between Downey Brand and Client.

I. CLIENT

Our engagement is only on behalf of Client, as identified in the engagement letter accompanying these Terms of Engagement, and whose signature is set forth in this Agreement. Our representation of the Client does not extend to or encompass any other person or entity affiliated with Client, including, but not limited to, any business, corporation, subsidiary, officer, director, shareholder, manager, partner, member or employee of Client (“Client’s Affiliates”). Accordingly, Client understands and agrees that any representation by Downey Brand of another client adverse to any of Client’s Affiliates or other third parties does not constitute a conflict of interest and does not require the Client’s consent.

II. SCOPE OF LEGAL SERVICES

Downey Brand’s services shall be limited to the scope identified in the accompanying engagement letter and upon conclusion of those services the representation shall be concluded. If Client desires that we provide additional services, Downey Brand’s agreement to any expansion of the scope of its representation of the Client will be subject to, among other things, Downey Brand’s approval and such additional conflict checks, consents/waivers, fee deposits, retainers, approvals, and other arrangements as Downey Brand may, in its professional judgment, deem necessary or appropriate. Unless otherwise provided in a written engagement letter between Downey Brand and Client (or written amendment of a prior engagement letter between them), the agreement reflected in these Terms of Engagement, and in the accompanying engagement letter, applies to Downey Brand’s current representation of the Client and to any subsequent matters that Downey Brand agrees to undertake on the Client’s behalf. Please note that unless specifically indicated otherwise, our engagement does not include representing the Client in any adversarial proceeding, such as a court action.

III. FEES, COSTS AND DISBURSEMENTS

Our fees are based on the amount of time spent on the Matter, billed in 6-minute increments (tenths of one hour). Each attorney, legal assistant or other timekeeper assigned to any Matter at the firm has an hourly billable rate based on experience and seniority. Our billing rates are adjusted annually. The billing rates of attorneys assigned to this Matter are set forth in the attached engagement letter.

In addition to fees, Client also will be billed for costs and expenses we incur in connection with our representation of Client. Costs and expenses include, but are not limited to,

DOWNEY BRAND

filing fees, telephone charges, mileage at the Internal Revenue Service mileage rate, parking, document reproduction, computerized legal research, witness fees, transcript costs, consultant and expert witness fees, messenger services, out-of-town travel, and the like. Subject to our ethical obligations, certain of such items may be charged at more than Downey Brand's direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information regarding our cost and disbursement policies is available upon request. We may, at times, for larger expenses (like transcript costs or consultant or expert fees), request that Client directly pay the specific payee involved. To seek and obtain reimbursement, Client requires Downey Brand to provide all original itemized receipts for costs and expenses incurred.

If any claim or action is brought against Downey Brand or any of its personnel, which claim or action alleges negligence or wrongdoing of the Client or a third party, or if Downey Brand or any current or former attorney or employee of Downey Brand is asked or required by a third party to testify or produce documents as a result of Downey Brand's representation of the Client, the Client agrees to pay Downey Brand for any resulting costs or expenses, including Downey Brand's time, even if Downey Brand's representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Downey Brand.

Although Downey Brand may already have provided Client, or may in the future provide Client, estimates of fees or costs that the firm anticipates will be incurred, any such estimates shall not be binding. Estimates are subject to unforeseen circumstances and are, as a matter of course, inexact. Actual fees or costs may vary significantly from any estimates provided.

IV. BILLING AND PAYMENT

A. Billing Statements

Downey Brand will bill the Client on a monthly basis for our services. Our billing statements are payable promptly upon receipt. Payment is required within 30 days following our invoice date. The duty to timely pay our billing statements is solely the Client's and is not contingent upon, nor shall payment due date be extended or otherwise affected by, any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client's receipt of any other form of payment the Client may claim or expect to receive from any other party.

Each statement is fully due and payable upon receipt, but in no event later than thirty (30) days of its issuance date. Any statement not paid within thirty (30) days of its issuance date will accrue interest on the principal balance (fees, costs and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .8333% per month (ten percent (10%) annual percentage rate). The unpaid balance will bear interest until paid. Our failure to charge Client interest on any particular statement will not constitute a waiver of our right to do so on future bills.

If the Client has any question, concern, or disagreement regarding any bill, the Client should notify us promptly, and must nevertheless promptly pay any portion of the bill that is not the subject of Client's question, concern or disagreement.

DOWNEY BRAND

Our policy is to discontinue work on pending matters for a client who has not paid a statement in full (or in full having deducted for any question, concern or disagreement, as set forth above) within 75 days of the billing statement's issuance, to the extent consistent with our obligations under the applicable rules of professional conduct. In addition, and notwithstanding the previous sentence, we reserve the right to withdraw from Client's representation and immediately cease performing all services if we do not receive full payment of amounts owed to us within thirty (30) days of issuance of any billing statement.

Billing statements are confidential communications to Client that, either individually or taken together, are reasonably apt to reveal the nature, strategy and status of our representation of Client, including information regarding legal opinions formed or advice given by us to Client in the course of our attorney-client relationship. We therefore consider billing statements to be confidential attorney-client communications, subject to the attorney-client privilege, that may also contain attorney work product. Client agrees that billing statements reflect attorney-client communications, subject to the attorney-client privilege, that may also contain attorney work product, and signifies that understanding and agreement by executing this Agreement.

B. Advance Deposit

While we are not requiring an advance fee deposit from Client at this time, we reserve the right to do so. By signing below, Client agrees that Downey Brand may require an advance fee deposit in the future by giving Client written notice that we require such a deposit, and if Client declines to provide such a deposit, we may withdraw from representing Client. Should we require an advance fee deposit in the future, that deposit will be applied against attorney's fees and costs incurred in connection with the services we provide under this Agreement. This deposit amount will be applied against each statement, and Client agrees to make further payments toward Client's deposit in the amount necessary to replenish the original amount of the deposit. Such further amounts are due and payable under the same terms and conditions as Client's required payment of periodic statements. All further amounts paid to replenish Client's deposit shall be held and applied in the same manner as Client's initial deposit.

Interest on Lawyers Trust Account (IOLTA) Trust Account: Any deposit will be deposited in our client trust account in Client's name. The interest on that trust account is paid to the California State Bar in accordance with California law. Client authorizes the firm to withdraw the principal from the trust account to pay Client's bill for fees and costs as they are incurred. Any unused deposit remaining at the conclusion of our services will be refunded to Client.

V. WAIVER CONCERNING INTERNAL DOWNEY BRAND LLP ATTORNEY-CLIENT PRIVILEGE

We may need to consult, at our own expense, with our own counsel (for example, our General Counsel, other firm lawyers who do not perform work for the Client on the Matter, or our own outside counsel) regarding our engagement with Client. To the extent that we are addressing our own rights and responsibilities, a conflict of interest could be considered to exist between us and Client as to any such consultation or resulting communications, particularly if a dispute were to arise between Downey Brand and the Client regarding the Matter.

DOWNEY BRAND

By signing this Agreement, and as a condition of this engagement, Client consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of Client. By signing this Agreement, the Client so consents and waives any such claims of conflict. By signing this Agreement, Client further acknowledges and agrees that any such consulting and communications are protected from disclosure to the Client, by Downey Brand's own attorney-client privilege.

VI. OUR RESPECTIVE RESPONSIBILITIES

A. Downey Brand

Downey Brand will represent client as described in the scope of services set forth in the accompanying engagement letter and in this Agreement. Downey Brand will take reasonable steps to keep Client informed about significant developments relating to the representation.

By signing below, the Client agrees that it understands that Client should not, and will not, look to or rely upon Downey Brand for any investment, accounting, financial or other non-legal advice, including, without limitation, any advice regarding the character or credit of any person or entity with whom the Client may be dealing.

Although Downey Brand will, at times, communicate with the Client by email, letter, or written form, we may provide much of our counsel and assistance in person in meetings, or in telephone conversations with the Client. If the Client ever wishes for us to confirm any advice in writing, please be sure to let us know.

We also have a duty of confidentiality to the Client, and to each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Likewise, we cannot and will not disclose to the Client the confidences of any other client, even when such information relates to matters that might affect the Client.

B. Client

Our effective representation of the Client requires accurate and complete information, and the necessary help of the Client. Client agrees to provide us with complete and candid information regarding the Matter, and to keep us informed of any relevant developments or changes in facts or circumstances. Client further agrees to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise provide us with the Client's reasonable assistance and cooperation during the course of this representation.

VII. INSURANCE COVERAGE

While the Client has not retained Downey Brand to represent the Client in connection with issues relating to insurance coverage, it is important that the Client consider notifying any relevant insurance carriers of the Matter, in order to determine whether there is insurance

DOWNEY BRAND

coverage for the Matter involved or any claim(s) asserted or anticipated in connection with the Matter.

VIII. TERMINATION OR END OF REPRESENTATION

A. Termination by Client

The Client may terminate this representation at any time, with or without cause, but in the case of litigation (which is not currently anticipated in this Matter), court approval may be necessary.

B. Termination by Downey Brand

Subject to the application of the applicable rules of professional conduct, Downey Brand also reserves the right to withdraw if, among other things, the Client fails to timely pay our billing statements; the Client fails to cooperate or follow Downey Brand’s advice on a material matter; or any fact or circumstances arise that, in Downey Brand’s view, renders our representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to the applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) or tribunal(s) in which we are appearing on the Client’s behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

C. End of Representation and Applicable Date

Unless otherwise agreed in writing, Client agrees, by signing this Agreement, that our representation will be considered to be complete, and to have ended, upon the earliest date of: (i) the Client’s termination of the representation (if applicable); (ii) Downey Brand’s withdrawal from the representation (if applicable); (iii) the substantial completion of Downey Brand’s substantive work for the Client; (iv) our sending you our final billing statement for services rendered in the Matter; or (vii) that date upon which Downey Brand has provided no services to client for a six-month period, except where we are awaiting an action or decision by a court, tribunal or governmental agency, or specific actions are necessary to complete the representation that extend beyond the six-month period. We may send you a letter to confirm the end of representation, but our failure to send such a letter shall not change the Agreement set forth in this paragraph, and shall not be considered to be an extension of our services.

When our representation ends, all unpaid charges for fees or costs shall be due and payable immediately.

IX. FILES

Unless otherwise required by outside counsel guidelines or specific client instruction, Downey Brand will retain all hardcopy and electronic records for a period consistent with California law and ethics rules. When that time expires, Downey Brand’s policy is to destroy all records related to the Matter in a manner that preserves confidentiality. Downey Brand will

DOWNEY BRAND

make best efforts to contact Client, using the most up to date contact information in its possession, prior to the destruction of any records so that you may provide alternate retention instructions as necessary. Client understands, and agrees, that records related to the Matter will be destroyed in the absence of such alternate instruction or if Downey Brand is unable to establish contact with Client. If Client has a records retention policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Manager.

We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at Client's expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to Client) or destroyed. These firm files include, for example, internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any of our own files within a reasonable time after the engagement has concluded.

X. ARBITRATION

A. Fee Disputes

Client has the right to have any fee dispute handled in accordance with the Mandatory Fee Arbitration Act set forth at Business and Professions Code §§6200, *et. seq.* Venue for any mandatory fee arbitration proceeding shall be the Sacramento County Bar Association's Mandatory Fee Arbitration Program. Any *de novo* proceeding following (or in lieu of) arbitration under the Mandatory Fee Arbitration Act shall be subject to binding arbitration in Sacramento County, California, before a single retired judge or justice.

B. Other disputes

Any other dispute arising from this Agreement or services provided pursuant to this Agreement, including without limitation any claim for breach of contract, breach of fiduciary duty or of any duty to any of the parties hereto, or legal malpractice, also shall be subject to binding arbitration in Sacramento County, California, before a single retired judge or justice.

C. Discovery

Pursuant to Code of Civil Procedure § 1283.1(b), the provisions of Code of Civil Procedure § 1283.05, which addresses discovery in arbitration, are incorporated into and shall be applicable to an arbitration conducted pursuant to subsection (B) of this Section of this Agreement, but not to an arbitration conducted pursuant to subsection (A) of this Section of the Agreement. *Client acknowledges that, by agreeing to binding arbitration, client waives any right to (1) engage in formal discovery pursuant to the Code of Civil Procedure (except as may be permitted within the arbitration proceeding as set forth above), (2) a jury trial, (3) a court trial, or (4) an appeal.*

DOWNEY BRAND

XI. CHOICE OF LAW, JURISDICTION, AND SEVERABILITY

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Venue of any action or proceeding arising out of this Agreement, or out of services performed pursuant to this agreement, shall be the Superior Court of the State of California, in and for the County of Sacramento. If any provision of this Agreement is held in whole or part to be unenforceable, the remainder of that provision and of the entire Agreement will be severable and remain valid, enforceable and in effect.

XII. BINDING AGREEMENT

The accompanying engagement letter and this Terms of Engagement Agreement represent the entire understanding and agreement between the Client and Downey Brand with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the Client has carefully reviewed the accompanying engagement letter and these Terms of Engagement Agreement, understands their content, and agrees to be bound by all of the terms and conditions set forth in such documents. Furthermore, the Client acknowledges that Downey Brand has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. Downey Brand makes no such promises or guarantees. The provisions of the engagement letter and Terms of Engagement Agreement may only be amended in writing and signed by both parties.

ACCEPTANCE

IN WITNESS WHEREOF, Siskiyou County and Downey Brand LLP have executed this agreement 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.

DATED: 1/19/2021 BY:  Christian L. Marsh

DATED: 1/20/2021 BY:  Angela Davis
Angela Davis, County Administrator
County of Siskiyou

TAXPAYER I.D. _____

DOWNEY BRAND

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Melanie Reed
4F8E9B9C0C0B8E2E
Edward J. Kiernan, County Counsel 1/20/2021 (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund	Org	Account
1001	103010	723000

If not to exceed, include amount not to exceed: \$25,000.00

Encumbrance number (if applicable):

DocuSigned by:
Amanda Zeliker
954EE231F9E4D3
Jennie Ebejer, Auditor-Controller 1/20/2021 (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
Melissa Cummins
41D96E7E8D0E2
Melissa Cummins, Risk Management 1/20/2021 (Date)

ATTACHMENT A

SCHEDULE OF HOURLY RATES FOR 2021

	<u>2021 Special</u>	<u>2021 Standard</u>
Christian Marsh, Partner	\$405.00	\$565.00
David Cameron, Partner	\$390.00	\$390.00
Natalie Kirkish, Sr. Associate	\$350.00	\$390.00
Megan Unger, Jr. Associate	\$305.00	\$305.00
Jon Shackelford, Paralegal	\$235.00	\$235.00

DOWNEY BRAND