SECOND ADDENDUM TO RETAINER AGREEMENT FOR SPECIALIZED LEGAL SERVICES (Renne Public Law Group)

THIS SECOND ADDENDUM is to that Retainer Agreement for Specialized Legal Services entered into on October 16, 2024, and as amended on January 9, 2025, by and between the County of Siskiyou ("County") and Renne Public Law Group, 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 amount provided in the Agreement; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 3, Legal Fees, shall be amended to increase the compensation payable under the Agreement by One Hundred Forty Thousand Dollars (\$140,000.00) for a total not to exceed amount of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00).

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

/////

each fiscal year.

IN WITNESS WHEREOF, County and Firm have executed this Second Addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

4/45/2025		COUNTY OF SISKIYOU
Date: 4/15/2025		Nancy Ogren, Chair Board of Supervisors County of Siskiyou State of California
ATTEST: LAURA BYNUM Clerk, Board of Supervisors By: Windy Winningham Deputy		
Date: 4/7/2025		FIRMsi Renne Public Law Group, LLP Jonathan V. Holtzman Jonathan V. Holtzman
TAXPAYER I.D. on file		
APPROVED AS TO ACCOUNTING: Fund Organization 1001 103010	Account 723000	Activity Code (if applicable)
Encumbrance number (if applicable)	: E2500408	
If not to exceed, include amount not	to exceed: \$26	65,000.00

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

FIRST ADDENDUM TO RETAINER AGREEMENT FOR SPECIALIZED LEGAL SERVICES (Renne Public Law Group)

THIS FIRST ADDENDUM is to that Retainer Agreement for Specialized Legal Services entered into on October 16, 2024, by and between the County of Siskiyou ("County") and Renne Public Law Group, 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 amount provided in the Agreement; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 3, Legal Fees, shall be amended to increase the compensation payable under the Agreement by Seventy-Five Thousand Dollars (\$75,000.00) for a total not to exceed amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

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

/////

(SIGNATURES ON FOLLOWING PAGE)

each fiscal year.

IN WITNESS WHEREOF, County and Firm have executed this First Addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date: 1/9/2025	COUNTY OF SISKIYOU Signed by: Nawy Oaven
	Nanc 於20日 新年的4484 , Chair Board of Supervisors County of Siskiyou State of California
ATTEST: LAURA BYNUM Clerk, Board of Supervisors By: Wundy Winningham Deporty D1A5444	
Date:	Jonathan V. Holtzman Jonathan V. Holtzman
TAXPAYER I.D. on file	Jonathan V. Holtzman
APPROVED AS TO ACCOUNTING: Fund Organization 1001 103010	Account Activity Code (if applicable) 723000
Encumbrance number (if applicable)	: E2500408
If not to exceed, include amount not	to exceed: \$125,000.00
If needed for multi-year contracts, ple	ease include separate sheet with financial information for

RETAINER AGREEMENT FOR SPECIALIZED LEGAL SERVICES

THIS AGREEMENT is made on $\frac{10/16/2024}{}$, by and between the County of Siskiyou (hereinafter referred to as "County"), and the firm of Renne Public Law Group, LLP, a firm engaged in the practice of law in the State of California, at 350 Sansome Street, Suite 300, San Francisco, CA 94104, (hereinafter referred to as "Attorney").

WHEREAS, the County requires specialized legal services, including consulting and advising, on public entity legal matters; and,

WHEREAS, it has been determined that Attorney has the expertise to render the necessary assistance and advise the County: and.

WHEREAS, Attorney is qualified by education, training and experience and is competent to perform such services.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Services. Pursuant to this Agreement, Attorney, upon request, shall provide to County, through its County Counsel, specialized legal services specified in Exhibit "A" based solely upon the County's determination and need for such services. County makes no guarantee or warranty of any nature that any minimum level or amount of services or work will be requested of Attorney by County under this agreement. County by this Agreement incurs no obligation or requirement to request from Attorney the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Attorney at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

- Term. The term of this Agreement shall commence upon the date of execution of this Agreement by both parties, and shall terminate on June 30, 2025, unless canceled earlier pursuant to Paragraph 13.
- Legal Fees. Attorney shall be compensated for such services and reimbursement of expenses in a sum not to exceed Fifty Thousand Dollars (\$50,000.00) with the County Counsel to review and audit the billings. Attorney services shall not exceed \$50,000.00 without prior approval of the County. See Exhibit "B" attached hereto for hourly rate(s) and reimbursement of expenses. Attorney shall submit detailed, monthly invoices for all services rendered and expenses incurred. Attorney shall be paid within 30 days of County Auditor's receipt of said invoice and claim form completed by the County.

When it appears that the maximum amount payable under this contract may be exceeded, Attorney shall give County Counsel thirty (30) days notice of such, together with reasons supporting the need for additional funds. The purpose of this notice is intended to avoid the interruption of necessary services while allowing the Board of Supervisors to exercise its

discretion in advance of the expenditure of such funds.

- 4. <u>Costs and Expenses.</u> Except as expressly provided in this Agreement, Attorney shall not be entitled to, nor receive, from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Attorney shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leave of absence of any type or kind whatsoever.
- 5. Required Licenses, Certificates and Permits. Any licenses, certificates, or permits required by the federal, state, District, or municipal governments for Attorney to provide the services must be procured by Attorney and be valid at the time Attorney enters into this Agreement. Further, during the term of this Agreement, Attorney must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Attorney at no expense to County.
- 6. Office Space, Supplies, Equipment, Etc. Attorney shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Attorney to provide the services under this Agreement. County is not obligated to reimburse or pay Attorney, for any expense or cost incurred by Attorney in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Attorney in providing and maintaining such items is the sole responsibility and obligation of Attorney.

7. County Property.

- (A) Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc., provided to Attorney by County pursuant to this Agreement are, and at the termination of this Agreement, remain the sole and exclusive property of County. Attorney will use reasonable care to protect, safeguard and maintain such items while they are in Attorney's possession. Attorney will be financially responsible for any loss or damage to such items, partial or total, which is the result of Attorney's negligence.
- (B) Products of Attorney's Work and Services. Except as provided by law or any applicable Rules of Professional Responsibility, any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Attorney's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Except as provided by law or any applicable Rules of Professional Responsibility, at the termination of the Agreement, Attorney will convey possession and title to all such properties to County.

8. INSURANCE.

- Attorney, in order to protect COUNTY and its board members, officials, agents, officers, employees and volunteers against all claims and liability for death, injury, loss and damage as a result of Attorney's actions in connection with the performance of Attorney's obligations, as required in this Agreement, will secure and maintain insurance as described below. Attorney will not perform any work under this Agreement until Attorney has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements will not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Attorney will supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage. limits and termination provisions shown thereon. Attorney will promptly deliver to the COUNTY's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements will be delivered to the COUNTY's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Attorney will immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Attorney or COUNTY as an additional insured.
- Attorney shall be liable, in the event of a loss, to COUNTY for the amount of the deductible pertinent to each and every policy of insurance required.
 - Workers' Compensation and Employers Liability Insurance Requirement:

In the event Attorney has employees who may perform any services pursuant to this Agreement, Attorney will submit written proof that Attorney is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Attorney will require any sub-contractors to provide workers' compensation for all the sub-contractor's employees, unless the sub-contractor's employees are covered by the insurance afforded by Attorney. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Attorney will provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Attorney will also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

ii. Liability Insurance Requirements:

- a) Attorney will maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the COUNTY), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Attorney's performance of work under this Agreement. The Commercial General Liability insurance will contain no exclusions or limitations for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement will be the policy limits, which will be at least one million dollars (\$1,000,000) per each occurrence and two million dollars (\$2,000,000) aggregate, the deductible not to exceed fifty thousand dollars (\$50,000,000).
 - Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which will be at least one million dollars (\$1,000,000) each occurrence.
 - Professional Liability Insurance, also known as "Errors and Omissions Insurance" or "Malpractice Insurance," for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which will not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, the deductible not to exceed fifty thousand dollars (\$50,000) deductible.
- b) The Commercial General Liability and Automobile Liability Insurance required in this sub-paragraph ii., will include an endorsement naming the COUNTY and COUNTY's board members, officials, agents, officers, employees and volunteers as additional insured for liability arising out of this Agreement and any operations related thereto. Said endorsement will be provided using one of the following three options:(i) on ISO form CG 20 1O 11 85; or (ii) on ISO form CG 20 37 10 01plus either ISO form CG 20 1O 1 O 01 or CG 20 33 1O 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- c) Any self-insured retentions in excess of one hundred thousand

- dollars (\$100,000) must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the County Risk Manager.
- d) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Attorney, at Attorney's option, will either (a) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (b) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (c) acquire a full prior acts provision on any renewal or replacement policy.
- e) Cancellation of Insurance The above stated insurance coverages required to be maintained by Attorney will be maintained until the completion of all of Attorney's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Attorney will not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice by Attorney in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Attorney will immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- f) All insurance will be issued by a company, or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the COUNTY Risk Manager.
- g) If Attorney is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Attorney will provide coverage equivalent to the insurance coverages and endorsements required above. The COUNTY will not accept such coverage unless the COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Attorney is equivalent to the above-required coverages.
- h) All insurance afforded by Attorney pursuant to this Agreement will be primary to and not contributing to all insurance or self-insurance maintained by the COUNTY. An endorsement will be provided on all policies, except professional liability/errors and omissions/malpractice insurance, which will waive any right of recovery (waiver of subrogation) against the COUNTY. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when Attorney's personnel deliver

or perform services for the COUNTY while on COUNTY property.

- i) Insurance coverages in the minimum amounts set forth herein will not be construed to relieve Attorney for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor will it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- j) Failure by Attorney to maintain all such insurance in effect at all times required by this Agreement will be a material breach of this Agreement by Attorney.
- 9. <u>Status of Attorney.</u> All acts of Attorney, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as officers, or employees of County. Attorney, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Attorney has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Attorney. It is understood by both Attorney and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:
 - (A) Attorney shall determine the method, details, and means of performing the work and services to be provided by Attorney under this Agreement.
 - (B) Attorney shall be responsible to County only for the requirements and results specified in this Agreement and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Attorney in fulfillment of this Agreement.
 - (C) Attorney, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.
- 10. Indemnification. Attorney shall indemnify, defend (upon written request of COUNTY) and save harmless COUNTY, its board members, officials, agents, officers, employees and volunteers from any and all loss, damage, liability, claims or causes of action or other actions of every nature whatsoever for physical damage to or destruction of property, including property of COUNTY, and for physical injury to or death of any person, including COUNTY employees, agents, officers and officials, and employees and agents of Attorney, which may arise out of any negligent act or omission of Attorney, it's officers, partners, employees, agents and servants, provided that Attorney shall have no obligation respecting losses directly caused by any intentional or willful misconduct or gross neglect on the part of COUNTY, its employees, officers, agents and officials.
- 11. Records and Audits.
 - (A) Records. Except as provided by law or any applicable Rules of

Professional Responsibility, Attorney shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Attorney shall maintain these records for a minimum of five (5) years from the termination or completion of this Agreement. Attorney may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

- (B) <u>Inspections and Audits.</u> Except as provided by law or any applicable Rules of Professional Responsibility, any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Attorney, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Attorney. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 12. <u>Nondiscrimination.</u> During the performance of this Agreement, Attorney, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Attorney and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Attorney shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
- 13. <u>Cancellation.</u> County may cancel Attorney's services at any time by written notice. After receiving such notice, Attorney will cease providing services. Attorney will cooperate with County in the orderly transfer of all related files and records to the County Counsel or County's new counsel.

Attorney may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Responsibility. If Attorney terminates its services, County agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of Attorney's services, whether by County or by Attorney, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

- 14. <u>Assignment.</u> This is an agreement for services of Attorney. County has relied upon the skills, knowledge, experience, and training of Attorney as an inducement to enter into this Agreement. Except as provided by this Agreement, Attorney shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Attorney shall not assign any monies due or to become due under this Agreement without the prior written consent of County.
- 15. <u>Waiver of Default.</u> Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not

be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 27 below.

- 16. <u>Confidentiality.</u> Attorney agrees to comply with the various provisions of the federal, state, and County laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Attorney in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Attorney agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Attorney only with the express written consent of County.
- 17. <u>Conflicts.</u> Attorney agrees that it has disclosed any interest that it reasonably believes would conflict in any manner or degree with the performance of the work and services under this Agreement. Attorney is not aware of any existing conflict of interest between existing clients and the County that prevents Attorney from representing County on the matters for which County is retaining Attorney.

As you know, Attorney represents numerous public agencies, nonprofits, and private clients throughout California. It is inevitable that certain clients might have certain objectives and policies that are not shared by other clients. For example, a city may support proposed legislation, while a county may be opposed to it. The County recognizes this reality, acknowledges that this sort of policy disagreement may occur, and agrees that it will not assert a legal conflict of interest based on these types of policy or legislative disagreements. Nothing in this paragraph shall be construed to diminish or override Attorney's duty to adhere to the Rules of Professional Responsibility, including the rules governing legal conflicts of interest.

- 18. <u>Joint Representation</u>. Attorney maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that County consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of County's legal services, rather it is an ethical requirement that we disclose this fact and that you consent. County consents by signing this letter.
- 19. <u>Post Agreement Covenant.</u> Attorney agrees not to use any confidential, protected, or privileged information which is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.
- 20. <u>Severability.</u> If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 21. <u>Funding Limitation.</u> The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Attorney of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement

made pursuant to this provision must comply with the requirements of paragraph 23 (Amendment).

- 22. <u>Attorneys' Fees.</u> If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorneys' fees and costs incurred in connection therewith.
- 23. <u>Amendment.</u> This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.
- 24. <u>Notice.</u> Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Attorney, County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to, the respective parties as follows:

TO COUNTY: County of Siskiyou

Attn: County Counsel

P.O. Box 659 Yreka, CA 96097

TO ATTORNEY: Renne Public Law Group, LLP

Attn: Jonathan V. Holtzman

350 Sansome Street

Suite 300

San Francisco, CA 94104

- 25. <u>Conditions.</u> This Agreement shall not take effect, and Attorney will have no obligation to provide legal services, and shall not be paid for any legal services, except for services provided from and after the execution of this Agreement.
- 26. <u>Entire Agreement.</u> This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

RENNERUBLIC LAW GROUP			
Jonathan V. Holtzman	Date:	10/11/2024	
Jonathan V. Holtzman	Date.		
TAXPAYER I.D. on file			
		COLLINETINGOF SISKIYOU Elizabeth Melsen	
APRROVED AS TO LEGAL FORI	M:	Angela Davis, County Adn	ninistrator (Date)
Natalie Reed	10/14/2024		
Natalie Reed, County Counsel	(Date)	•	
APPROVED AS TO ACCOUNTIN Fund Org Account 1001 103010 723000	IG FORM: Activity Code	(if applicable)	
Encumbrance number (if applic	cable):		
作n欧地域できたでeed, include amount r Diane Uson 	not to exceed: \$50 10/14/2024 (Date)	<u>_</u>	
APPROVED AS TO INSURANCE	REQUIREMENT	TS:	
Hayley Hudson	10/15/2024		
—A89R0FE7AE3749E Hayley Hudson, Risk Managemer	nt (Date))	

EXHIBIT "A"

SERVICES TO BE PERFORMED

Upon written request of County, as set forth herein, to provide specialized legal services and advising on matters as assigned by County Counsel. Upon consent of the County Counsel, an appearance before a Board or Commission may be conducted virtually.

EXHIBIT "B"

Rates:

Attorney shall submit to County periodically, and not less frequently than monthly, a detailed statement of account which clearly sets forth by date the items of work performed, the amount of time (to the nearest 1/10 (0.10) of an hour) spent on each item by each attorney or paralegal who performed the work, and identification of the attorney or paralegal who performed such work and their hourly billing rate under this contract.

Attorney shall be compensated at the following hourly rates:

Blended Hourly Rate for All Attorneys \$325.00/hr

Blended Hourly Rate for All Paralegals \$165.00/hr

Blended Hourly Rate for All Analysts \$180.00/hr

Flat Fee for sitting with County

Boards or Commissions In Person \$3,000.00/per day

Any work performed in support of or related to sitting with County Boards or Commissions that is performed outside of the time when such Board or Commission is in session shall be billed at Attorneys regular hourly rates. Virtual appearances before a Board or Commission will be billed at Attorneys regular hourly rates.

Expenses:

Attorney charges an administrative fee of 5% to cover overhead expenses such as photocopying, phone calls. computer assisted research, and clerical services. Attorney also charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a County's behalf. Such costs and disbursements include, for example, the following: travel, overnight delivery and messenger services, outside copying, process servers and outside consultants. Travel expenses including meals, lodging, and mileage shall be reimbursed at the same rates as County employees. For major disbursements to third parties, invoices may be sent directly to County for payment. Except as to the flat fee for sitting with County Boards and Commissions, the firm also bills for time spent traveling on County's behalf.

Upon prior written approval of the County Counsel, Attorney may use a document management system such as Disco®. County agrees to pay Attorney's actual cost for use of such system.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer ri	ghts to the certificate holder	in lieu of such	endorsement(s).						
PRODUCER			CONTACT Maria Ricafort NAME:						
Calender-Robinson Company, Inc.			PHONE (A/C, No, Ext): (415) 978-3800 FAX (A/C, No): (415)	978-3825					
0267063			E-MAIL ADDRESS: mricafort@calrob.com						
233 Sansome St. Ste 508			INSURER(S) AFFORDING COVERAGE	NAIC#					
San Francisco	CA	94104	INSURER A: Sentinel Insurance Co., LTD						
INSURED			INSURER B: Aspen American Insurance Co.						
Renne Public Law Grou	p LLP		INSURER C:						
350 Sansome St Fl 3			INSURER D:						
			INSURER E:						
San Francisco	CA	94104	INSURER F:						
COVERAGES	CERTIFICATE NUMBER:	CL243438303	REVISION NUMBER:						

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD. INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

			ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	×	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000	
		CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
						MED EXP (Any one person)	\$ 10,000			
Α			Y		57SBABK3071	03/01/2024	03/01/2025	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	×	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
		OTHER:							\$	
	ΑUΊ	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		ANY AUTO						BODILY INJURY (Per person)	\$	
Α		OWNED SCHEDULED AUTOS ONLY AUTOS			57SBABK3071	03/01/2024	03/01/2025	BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,000	
Α	EXCESS LIAB CLAIMS-MADE			57SBABK3071	03/01/2024	03/01/2025	AGGREGATE	\$ 10,000,000		
DED RETENTION \$ 10,000								\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					E.L. EACH ACCIDENT	\$	
			N/A					E.L. DISEASE - EA EMPLOYEE	\$	
								E.L. DISEASE - POLICY LIMIT	\$	
B Errors and Omissions					LPP00408904	03/01/2024	03/01/2025	Each Claim Aggregate Limit:	\$2,000,000 \$4,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
Prod	Proof of Insurance									

CERTIFICATE HOLDER	CANCELLATION

FOR REFERNECE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria Ricafort

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

t	his ce	ertificate does not confer rights t	o the	ecert	tificate holder in lieu of su).				
PRO	DUCE					CONTA NAME:	^{ст} Beth Mall	ard				
McDermott-Costa Co., Inc.					PHONE (A/C, No, Ext): (510) 357-3230							
	1045 MacArthur Blvd. San Leandro, CA 94577			E-MAIL ADDRESS: BethM@mcdermottcosta.com								
		Sali Lealidio, CA 94377				ADDRE						
									RDING COVERAGE			NAIC #
<u> </u>						INSURE	RA: Hartford	<u> </u>				27120
INS	URED	Renne Public Law Group, LLP				INSURER B:						
		350 Sansome Street Suite 300				INSURE	RC:					
		San Francisco, CA 94104				INSURE	RD:					
						INSURER E :						
						INSURE						
	\/FP	AGES CER	TIFI	CATE	E NUMBER:	INCORL	IXI .		REVISION NU	MRED.		
_		S TO CERTIFY THAT THE POLICIES				/E REE	N ISSUED TO				HE POI	ICV PERIOD
		ATED. NOTWITHSTANDING ANY RE										
0	ERTI	FICATE MAY BE ISSUED OR MAY	PERT	ΓAIN,	THE INSURANCE AFFORDI	ED BY	THE POLICIES	S DESCRIBEI	D HEREIN IS SU			
		ISIONS AND CONDITIONS OF SUCH				BEEN F						
INSF	3	TYPE OF INSURANCE		SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
		COMMERCIAL GENERAL LIABILITY							EACH OCCURREN	ICE	\$	
		CLAIMS-MADE OCCUR							DAMAGE TO REN' PREMISES (Ea occ	ΓED	\$	
		OLANIO-IVIADE COCOR							,	,		
									MED EXP (Any one		\$	
									PERSONAL & ADV	INJURY	\$	
	GEN	I'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$	
		POLICY PRO- JECT LOC							PRODUCTS - COM	IP/OP AGG	\$	
		OTHER:									\$	
	AUT	OMOBILE LIABILITY							COMBINED SINGL (Ea accident)	E LIMIT	\$	
		ANY AUTO							BODILY INJURY (F	Per person)	\$	
		OWNED SCHEDULED							BODILY INJURY (F	Per accident)	\$	
		AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMA	GE	\$	
	-	AUTOS ONLY AUTOS ONLY							(Per accident)		\$	
┝	_											
		UMBRELLA LIAB OCCUR							EACH OCCURREN	ICE	\$	
		EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
		DED RETENTION \$									\$	
Α		KERS COMPENSATION EMPLOYERS' LIABILITY			57WECBD7BUY		03/01/2024	03/01/2025	✓ PER STATUTE	OTH- ER		
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE TITIE							E.L. EACH ACCIDE	NT	\$	1,000,000
		CER/MEMBEREXCLUDED?	N/A						E.L. DISEASE - EA	EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - PO		\$	1,000,000
┢	DESC	CRIPTION OF OPERATIONS BEIOW							L.L. DISLAGE - FC	LICT LIMIT	Ψ	1,000,000
<u> </u>												
ı		ION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORD	D 101, Additional Remarks Schedu	e, may b	e attached if more	e space is requir	ed)			
Pr	oot ot	Insurance										
ب												
CE	RTIF	ICATE HOLDER				CANO	ELLATION					
						6		FILE A B 61/5 -		0.50 55 5	ANG=:	. ED DEECS
									ESCRIBED POLICE EREOF, NOTICE			
		EOD DEEEDEN				, ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.			
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