Docusign Envelope ID: 3F662B48-60EF-4D2B-84BB-749BE97C2A47

THIRTY-FIRST ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS THIRTY-FIRST ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, and amended on March 2, 2021, and amended on April 6, 2021, and amended on October 21, 2021, and amended on February 17, 2022, and amended on January 3, 2023, and amended on October 4, 2023, and as amended on December 5, 2023, and as amended on June 19, 2024, and as amended on May 20, 2025, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") 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 contract is expected to exceed the amount provided in the Contract; and

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

WHEREAS, the parties desire to amend Exhibit A to reflect the current rates of attorneys and staff, for which the County receives discounted rates.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to add an additional Fifteen Thousand Dollars ($15,000.00), to increase the compensation payable under the Contract to an amount not to exceed Seven Hundred Forty-Four Thousand Seven Hundred Fifty Dollars ($744,750.00).

Exhibit A of the Agreement shall be substituted with the new Exhibit A rates, attached hereto and hereby incorporated by reference effective September 2025.

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

(SIGNATURES ON FOLLOWING PAGE)

Docusign Envelope ID: 3F662B48-60EF-4D2B-84BB-749BE97C2A47

IN WITNESS WHEREOF, the parties hereto have executed this Thirty-First Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

Signed by:
By: Paul Weiland
AA44F63217984CE...
Paul Weiland

Date: 11/17/2025

TAXPAYER I.D. on file

Date: 12/2/2025

COUNTY OF SISKIYOU

Signed by:
By: Nancy Ogren
852DA1B0F1C44B4...
Nancy Ogren, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

Signed by:
By:
CEF1C55AD1A5444...
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) **E1200474**

If not to exceed, include amount not to exceed: $744,750.00

Docusign Envelope ID: 3F662B48-60EF-4D2B-84BB-749BE97C2A47

Exhibit "A" - Hourly Rates, Effective September 2025

High Mountain Lakes

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

Title	Discounted Rates
Partners	$400 - $650
Of Counsel / Policy Advisors	$350 - $400
Associates	$300 - $425
Law Clerks	$175
Paralegals	$215
Knowledge Management and Library / Research	$215

Specific Attorney and Title	Discounted Rate
Paul S. Weiland, Partner	$515
Brian Ferrasci-O'Malley, Partner	$480

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will not charge for faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Nossaman will not charge for in-house photocopying. Charges for Project-related photocopying to be sent off-site will be pre-approved by the County, and the cost passed on to the County at the actual cost. If the County has an arrangement with specific printing companies and would like us to use the services of only those companies, we would be pleased to do so.

Docusign Envelope ID: 75BF1DB2-1D79-4E2C-963C-7552F650462C

THIRTIETH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS THIRTIETH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, and amended on March 2, 2021, and amended on April 6, 2021, and amended on October 21, 2021, and amended on February 17, 2022, and amended on January 3, 2023, and amended on October 4, 2023, and as amended on December 5, 2023, and as amended on June 19, 2024, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") 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 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 3 of the Professional Services Retention Agreement shall be amended to add an additional Ten Thousand Dollars ($10,000.00), to increase the compensation payable under the Contract to an amount not to exceed Seven Hundred Twenty-Nine Thousand Seven Hundred Fifty Dollars ($729,750.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Thirtieth Addendum to Contract for Services the date hereinabove set forth.

(SIGNATURES ON FOLLOWING PAGE)

CONTRACTOR: NOSSAMAN LLP

By: Signed by: Paul Weiland AA14F8031780406E... Date: 5/12/2025

Paul Weiland

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

By: Signed by: Nancy Ogren 052DA1B3F1C44B4...

Nancy Ogren, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: DocuSigned by: Wendy Winningham CEF1C53AD1A5444...

Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) **E1200474**

If not to exceed, include amount not to exceed: $729,750.00

DocuSign Envelope ID: 33231FB3-6E4D-4183-A672-75EEC819C641

TWENTY-NINTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTY-NINTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, and amended on March 2, 2021, and amended on April 6, 2021, and amended on October 21, 2021, and amended on February 17, 2022, and amended on January 3, 2023, and amended on October 4, 2023, and as amended on December 5, 2023, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") 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 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 3 of the Professional Services Retention Agreement shall be amended to add an additional Five Thousand Dollars ($5,000.00), to increase the compensation payable under the Contract to an amount not to exceed Seven Hundred Nineteen Thousand Seven Hundred Fifty Dollars ($719,750.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-Ninth Addendum to Contract for Services the date hereinabove set forth.

(SIGNATURES ON FOLLOWING PAGE)

DocuSign Envelope ID: 33231FB3-6E4D-4183-A672-75EEC819C641

CONTRACTOR: NOSSAMAN LLP

By: DocuSigned by: Paul Weiland AA14FB3317884CE... Date: 6/17/2024

Paul Weiland

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

By: DocuSigned by: 6/19/2024

Michael N. Kobseff, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: DocuSigned by: Wendy Winningham
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) **E1200474**

If not to exceed, include amount not to exceed: $719,750.00

DocuSign Envelope ID: 1A4FB0DB-72AE-4C9E-84EC-7F7C718B4C0B

TWENTY-EIGHTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTY-EIGHTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, and amended on March 2, 2021, and amended on April 6, 2021, and amended on October 21, 2021, and amended on February 17, 2022, and amended on January 3, 2023, and amended on October 4, 2023, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") 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 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 3 of the Professional Services Retention Agreement shall be amended to add an additional Three Thousand Seven Hundred Fifty Dollars ($3,750.00), to increase the compensation payable under the Contract to an amount not to exceed $714,750.00.

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

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-Eighth Addendum to Contract for Services the date hereinabove set forth.

(SIGNATURES ON FOLLOWING PAGE)

DocuSign Envelope ID: 1A4FB0DB-72AE-4C9E-84EC-7F7C718B4C0B

CONTRACTOR: NOSSAMAN LLP

DocuSigned by:
By: Paul Weiland Date: 12/5/2023
AA14F6331708406E...
Paul Weiland

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

DocuSigned by:
By: Ed Valenzuela 12/13/2023
3E41BEA36A1143F...
Ed Valenzuela, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
By: Wendy Winningham
Deputy 3AD1A5444...

ACCOUNTING:

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

Encumbrance number (if applicable) **E1200474**

If not to exceed, include amount not to exceed: $714,750.00

DocuSign Envelope ID: 9BF7B74E-2D63-4C17-ABC1-ED6570F84517

TWENTY-SEVENTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTY-SEVENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, and amended on March 2, 2021, and amended on April 6, 2021, and amended on October 21, 2021, and amended on February 17, 2022, and amended on January 3, 2023, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") 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 contract is expected to exceed the amount provided in the Contract; and

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

WHEREAS, the parties desire to amend Exhibit A to reflect the current rates of attorneys and staff, for which the County receives discounted rates.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to add an additional Thirty Thousand Dollars ($30,000.00), to increase the compensation payable under the Contract to an amount not to exceed $711,000.00.

Exhibit A of the Agreement shall be substituted with the new Exhibit A rates, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-Seventh Addendum to Contract for Services the date hereinabove set forth.

(SIGNATURES ON FOLLOWING PAGE)

DocuSign Envelope ID: 9BF7B74E-2D63-4C17-ABC1-ED6570F84517

CONTRACTOR: NOSSAMAN LLP

By: Paul Weiland Date: 9/21/2023
AA14E63317884CF...
Paul Weiland

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

By: Ed Valenzuela 10/4/2023
Ed Valenzuela, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Winningham
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) **E1200474**

If not to exceed, include amount not to exceed: $711,000.00

DocuSign Envelope ID: 9BF7B74E-2D63-4C17-ABC1-ED6570F84517

Exhibit "A" - Hourly Rates, Effective January 1, 2023

Encumbrance No. E1200474

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

Title	Discounted Rates
Partners	$400 - $650
Of Counsel / Policy Advisors	$350 - $400
Associates	$300 - $425
Law Clerks	$175
Paralegals	$215
Knowledge Management and Library / Research	$215

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will not charge for faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Nossaman will not charge for in-house photocopying. Charges for Project-related photocopying to be sent off-site will be pre-approved by the County, and the cost passed on to the County at the actual cost. If the County has an arrangement with specific printing companies and would like us to use the services of only those companies, we would be pleased to do so.

DocuSign Envelope ID: A35E8CED-0457-481B-A59D-65536175C300

TWENTY-SIXTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTY-SIXTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, and amended on March 2, 2021, and amended on April 6, 2021, and amended on October 21, 2021, and amended on February 17, 2022, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") 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 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 3 of the Professional Services Retention Agreement shall be amended to add an additional Seven Thousand Dollars ($7,000.00), to increase the compensation payable under the Contract to an amount not to exceed $681,000.00.

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

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-Sixth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

DocuSigned by:
By: Paul Weiland Date: 12/19/2022
AA14F63317884CF...
Paul Weiland

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

DocuSigned by:
By: 1/3/2023
Brandon A. Criss, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: DocuSigned by: Laura Bynum
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) **E1200474**

If not to exceed, include amount not to exceed: $681,000.00

DocuSign Envelope ID: B89BD468-0FE4-4780-9D9A-BF5BA5325BC2

TWENTY-FIFTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTY-FIFTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, and amended on March 2, 2021, and amended on April 6, 2021, and amended on October 21, 2021, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") 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 parties desire to amend Exhibit A to reflect the current rates of attorneys and staff, for which the County receives discounted rates.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Exhibit A of the Agreement shall be substituted with the new Exhibit A rates, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-Fifth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

DocuSigned by:
By: Paul Weiland AA14F63317884CE... Date: 2/4/2022

Paul Weiland

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

DocuSigned by:
By: Brandon A. Criss 2/17/2022
Brandon A. Criss, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
By: Wendy Winningham
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed: $674,000.00*For multi-year contracts, please include separate sheet with financial information for each fiscal year.*

DocuSign Envelope ID: B89BD468-0FE4-4780-9D9A-BF5BA5325BC2

Exhibit "A" - Hourly Rates, Effective February 1, 2022[1]

Encumbrance No. E1200474

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

Title	Discounted Rates
Partners	$400 - $650
Of Counsel / Policy Advisors	$350 - $400
Associates	$300 - $425
Law Clerks	$225
Paralegals	$215
Knowledge Management and Library / Research	$215

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will not charge for faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Nossaman will not charge for in-house photocopying. Charges for Project-related photocopying to be sent off-site will be pre-approved by the County, and the cost passed on to the County at the actual cost. If the County has an arrangement with specific printing companies and would like us to use the services of only those companies, we would be pleased to do so.

[1] The 2021 rates will be effective during the month of January 2022.

DocuSign Envelope ID: 347FF5D6-F7DB-49E8-B896-1164166EA2E0

VN#	@00012920			
CT#	CO222474	E1200474		
ACCT:	1001	103010	723000	
CT AMT:	674,000.00	674,000.00		
	Annual	Total		

TWENTY-FOURTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTY-FOURTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, and amended on March 2, 2021, and amended on April 6, 2021, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") 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 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 3 of the Professional Services Retention Agreement shall be amended to add an additional Twenty-Five Thousand Dollars ($25,000.00), to increase the compensation payable under the Contract to an amount not to exceed $674,000.00.

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

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-Fourth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

DocuSigned by:
By: Paul Weiland
AA14F63317884CE...
Paul Weiland

Date: 10/5/2021

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

DocuSigned by:
By: Ed Valenzuela 10/21/2021
Ray A. Haupt, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
By: Wendy Winningham
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed: $674,000.00*For multi-year contracts, please include separate sheet with financial information for each fiscal year.*

DocuSign Envelope ID: 5A5C6CAA-CD80-4144-BFDE-B52E6E4A799A

TWENTY-THIRD ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTY-THIRD ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, and amended on March 2, 2021 by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 6th day of April 2021.

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 3 of the Professional Services Retention Agreement shall be amended to add an additional Fifty Thousand Dollars ($50,000.00), to increase the compensation payable under the Contract to an amount not to exceed $649,000.00.

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

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-Third Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

DocuSigned by:
By: Paul Weiland Date: 3/23/2021
AA14F63317884CF...
Paul Weiland

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

DocuSigned by:
By: Ray A. Haupt 4/6/2021
Ray A. Haupt, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
By: Wendy Winningham
CEF1C5BED1A5444...
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed: $649,000.00 *For multi-year contracts, please include separate sheet with financial information for each fiscal year.*

DocuSign Envelope ID: 1575BCE8-CF70-488C-A925-D781305F988A

TWENTY-SECOND ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTY-SECOND ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, and amended on May 5, 2020, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 2nd day of March 2021.

WHEREAS, the parties desire to amend Exhibit A to reflect the current rates of attorneys and staff, for which the County receives discounted rates.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Exhibit A of the Agreement shall be substituted with the new Exhibit A rates, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-Second Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

DocuSigned by:
Paul Weiland
AA14F63317884CE...

By:_____ Date: 2/22/2021

Paul Weiland

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

DocuSigned by:
Ray A. Haupt
CA2D9FF2102C42E...

By:_____

Ray A. Haupt, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
Wendy Winningham
CEF1C53AD1A5444...

By:_____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed: $599,000.00 *For multi-year contracts, please include separate sheet with financial information for each fiscal year.*

DocuSign Envelope ID: 1575BCE8-CF70-488C-A925-D781305F988A

Exhibit "A" - Hourly Rates, Effective February 1, 2021[1]

Encumbrance No. E1200474

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

Title	Discounted Rates
Partners	$400 - $650
Of Counsel / Policy Advisors	$350 - $400
Associates	$250 - $400
Law Clerks	$225
Paralegals	$215
Knowledge Management and Library / Research	$215

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will not charge for faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Nossaman will not charge for in-house photocopying. Charges for Project-related photocopying to be sent off-site will be pre-approved by the County, and the cost passed on to the County at the actual cost. If the County has an arrangement with specific printing companies and would like us to use the services of only those companies, we would be pleased to do so.

[1] The 2020 rates will be effective during the month of January 2021.

CO 212474
E1200474 CA

TWENTY-FIRST ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTY-FIRST ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, and amended on November 5, 2019, and amended on January 7, 2020, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 5th day of May 2020.

WHEREAS, the cost of services to be provided under the contract have exceeded the amount provided in the Contract; and

WHEREAS, the parties desire to further amend Exhibit A1 and EXHIBIT A2 to reflect the current rates of attorneys and staff, for which the County receives discounted rates.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Fifty Thousand Dollars ($50,000.00) to an amount not to exceed Five Hundred Ninety-Nine Thousand Dollars ($599,000.00).

Exhibit A1 and Exhibit A2 of the Agreement shall be substituted with the new Exhibit A rates, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Twenty-First Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

By: _____
Paul Weiland

5/1/2020
Date

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

By: _____
Michael N. Kobseff, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed: $599,000.00

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

Exhibit "A" - Hourly Rates for 2020

Encumbrance No. E1200474

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

Title	Discounted Rates
Partners	$400 - $650
Of Counsel / Policy Advisors	$350 - $400
Associates	$250 - $400
Law Clerks	$225
Paralegals	$200
Knowledge Management and Library / Research	$200

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will not charge for faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Nossaman will not charge for in-house photocopying. Charges for Project-related photocopying to be sent off-site will be pre-approved by the County, and the cost passed on to the County at the actual cost. If the County has an arrangement with specific printing companies and would like us to use the services of only those companies, we would be pleased to do so.

COPY

TWENTIETH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS TWENTIETH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, on May 7, 2019, and amended on November 5, 2019, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 7th day of January 2020.

WHEREAS, the parties desire to further amend Exhibit A to reflect the current rates of attorneys and staff, for which the County receives discounted rates.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Exhibit A of the Agreement shall be substituted with the new Exhibit A1 for the 2019 rates, and Exhibit A2 for the 2020 rates, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Twentieth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

By: _____
Paul Weiland
TAXPAYER I.D. on file

1/7/2020
Date

COUNTY OF SISKIYOU

By: _____
Michael N. Kobseff, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474
If not to exceed, include amount not to exceed: $549,000.00
For multi-year contracts, please include separate sheet with financial information for each fiscal year.

Exhibit "A1" - Hourly Rates for 2019

Encumbrance No. E1200474

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

Team Members	Title	2019 Standard Hourly Rate	Discounted Rates
Pellman, Lloyd W. (Bill)	Partner	$795	$636
Dolqueist, Lori Anne	Partner	$695	$556
Schwartz, Douglas W.	Partner	$650	$520
Dombo, III, Frederick T.	Partner	$625	$500
Weiland, Paul S.	Partner	$565	$452
Wahlberg, Brooke M.	Partner	$495	$396
Nicholls, Gina R.	Partner	$480	$384
Roggenkamp, Edward	Associate	$455	$364
Cheng, Crescent	Associate	$310	$280
Savoni, Samantha	Associate	$310	$248
Gorscak, Melanie	Knowledge Management and Library	$240	$192

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will not charge for faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Nossaman will not charge for in-house photocopying. Charges for Project-related photocopying to be sent off-site will be pre-approved by the County, and the cost passed on to the County at the actual cost. If the County has an arrangement with specific printing companies and would like us to use the services of only those companies, we would be pleased to do so.

Exhibit "A2" - Hourly Rates for 2020

Encumbrance No. E1200474

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

Team Members	Title	2020 Standard Hourly Rate	Discounted Rates
Pellman, Lloyd W. (Bill)	Partner	$795	$636
Dolqueist, Lori Anne	Partner	$725	$556
Schwartz, Douglas W.	Partner	$675	$540
Dombo, III, Frederick T.	Partner	$650	$520
Weiland, Paul S.	Partner	$595	$452
Wahlberg, Brooke M.	Partner	$520	$416
Nicholls, Gina R.	Partner	$490	$400
Roggenkamp, Edward	Associate	$485	$388
Cheng, Crescent	Associate	$350	$316
Savoni, Samantha	Associate	$335	$268
Gorscak, Melanie	Knowledge Management and Library	$250	$200

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will not charge for faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Nossaman will not charge for in-house photocopying. Charges for Project-related photocopying to be sent off-site will be pre-approved by the County, and the cost passed on to the County at the actual cost. If the County has an arrangement with specific printing companies and would like us to use the services of only those companies, we would be pleased to do so.

C0212074

NINETEENTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS NINETEENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019, and amended on May 7, 2019, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 5th day of November 2019.

WHEREAS, the cost of services to be provided under the contract have exceeded the amount provided in the Contract; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Fifty Thousand Dollars ($50,000.00) to an amount not to exceed Five Hundred and Forty Nine Thousand Dollars ($549,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Nineteenth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

By: _____
Paul Weiland
TAXPAYER I.D. on file

11/5/19
Date

COUNTY OF SISKIYOU

By: Brandon A. Criss
Brandon A. Criss, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

VM# _____
CT# _____ CC LOG# _____
ACCT _____
CT AMT _____ / _____
ANNUAL TOTAL

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474
If not to exceed, include amount not to exceed: $549,000.00
For multi-year contracts, please include separate sheet with financial information for each fiscal year.

EIGHTEENTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS EIGHTEENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018 and amended on January 22, 2019 by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 7th day of May 2019.

WHEREAS, the cost of services to be provided under the contract have exceeded the amount provided in the Contract; and

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

WHEREAS, the parties desire to further amend Exhibit A to reflect the current rates of attorneys and staff, for which the County receives discounted rates.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Thirty Five Thousand Dollars ($35,000.00) to an amount not to exceed Four Hundred and Ninety Nine Thousand Dollars ($499,000.00).

Exhibit A of the Agreement shall be substituted with the new Exhibit A, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Eighteenth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

By: _____
Paul Weiland
TAXPAYER I.D. on file

5/7/19
Date

COUNTY OF SISKIYOU

By: _____
Brandon A. Criss, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474
If not to exceed, include amount not to exceed: $499,000.00
For multi-year contracts, please include separate sheet with financial information for each fiscal year.

Exhibit "A" - Hourly Rates

Encumbrance No. E1200474

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

Team Members	Title	2019 Standard Hourly Rate	Discounted Rates
Pellman, Lloyd W. (Bill)	Partner	$795	$636
Dolqueist, Lori Anne	Partner	$695	$556
Schwartz, Douglas W.	Partner	$650	$520
Dombo, III, Frederick T.	Partner	$625	$500
Weiland, Paul S.	Partner	$565	$452
Wahlberg, Brooke M.	Partner	$495	$396
Nicholls, Gina R.	Partner	$480	$384
Remillard, Ashley	Partner	$480	$384
Cheng, Crescent	Associate	$310	$280
Gorscak, Melanie	Knowledge Management and Library	$240	$192

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will not charge for faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Nossaman will not charge for in-house photocopying. Charges for Project-related photocopying to be sent off-site will be pre-approved by the County, and the cost passed on to the County at the actual cost. If the County has an arrangement with specific printing companies and would like us to use the services of only those companies, we would be pleased to do so.

SEVENTEENTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS SEVENTEENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, and amended on November 13, 2018, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 22nd day of January 2019.

WHEREAS, the cost of services to be provided under the contract have exceeded 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 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Thirty Five Thousand Dollars ($35,000.00) to an amount not to exceed Four Hundred and Sixty Four Thousand Dollars ($464,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Seventeenth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

By: _____
Paul Weiland
TAXPAYER I.D. on file

1/22/19
Date

COUNTY OF SISKIYOU

By: Brandon A. Criss
Brandon Criss, Chair
Siskiyou County Board of Supervisors

ATTEST:
LAURA BYNUM, COUNTY CLERK
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474
If not to exceed, include amount not to exceed: $464,000.00
For multi-year contracts, please include separate sheet with financial information for each fiscal year.

SIXTEENTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS SIXTEENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 6, 2018, and amended on June 12, 2018, and amended on August 7, 2018, by and between the County of Siskiyou ("County") and Paul Weiland and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 13th day of November 2018.

WHEREAS, the cost of services to be provided under the contract have exceeded the amount provided in the Contract; and

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

WHEREAS, the parties desire to further amend Exhibit A to reflect the current rates of attorneys and staff, for which the County receives discounted rates.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Thirty Two Thousand Dollars ($32,000.00) to an amount not to exceed Four Hundred and Twenty Nine Thousand Dollars ($429,000.00).

Exhibit A of the Agreement shall be substituted with the new Exhibit A, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Sixteenth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

By: _____
Paul Weiland
TAXPAYER I.D. on file

11/7/2018
Date

COUNTY OF SISKIYOU

By: _____
Ray A. Haupt, Chair
Siskiyou County Board of Supervisors

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474
If not to exceed, include amount not to exceed: $429,000.00
For multi-year contracts, please include separate sheet with financial information for each fiscal year.

C0182474 KW 11-19-18

Exhibit "A" - Hourly Rates

Encumbrance No. E1200474

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

Team Members	Title	2018 Standard Hourly Rate	Discounted Rates
Pellman, Lloyd W. (Bill)	Partner	$795	$636
Dolqueist, Lori Anne	Partner	$675	$475
Heberlee, Brent	Partner	$670	$470
Weiland, Paul	Partner	$525	$420
Remillard, Ashley	Partner	$460	$368
Hagenauer, Shelby	Senior Policy Advisor	$455	$364
Lee, Hubert	Associate	$370	$296
Cheng, Crescent	Associate	$295	$280
Nyakweba, Jeannette	Paralegal	$290	$232
Savoni, Samantha	Law Clerk	$250	$200
Gorscak, Melanie	Knowledge Management and Library	$225	$180

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will charge $1 per page for outgoing faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Project-related photocopying will be passed on to the County at 20 cents per page.

FIFTEENTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT
(Klamath Basin Legislation, Litigation and Administrative Proceedings)

THIS FIFTEENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on November 15, 2016, and amended on May 9, 2017, and amended on July 12, 2017, and amended on February 6, 2018, and amended on June 12, 2018, by and between the County of Siskiyou ("County") and Paul S. Weiland and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 7th day of August 2018.

WHEREAS, the cost of services to be provided under the contract have exceeded the amount provided in the Contract; and

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

WHEREAS, the parties desire to amend the first recital and Section 1 of the contract to further reflect the service needs of the County.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The first recital of the Professional Services Retention Agreement shall be amended to read.

WHEREAS, the County of Siskiyou requires specialized legal representation and consulting services with regard to legislation, litigation and administrative proceedings regarding natural resource matters in the Klamath Basin; and,

The first sentence of Paragraph 1 of the Professional Services Retention Agreement shall be amended to read:

Pursuant to this Agreement, Attorney, upon request, shall provide to County specialized legal representation and consulting services based solely upon the County's determination and need for such services.

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Seventy Five Thousand Dollars ($75,000.00) to an amount not to exceed Three Hundred and Ninety Seven Thousand Dollars ($397,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Fifteenth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

By: _____
Paul Weiland
TAXPAYER I.D. on file

8/14/2018
Date

COUNTY OF SISKIYOU

By: _____
Ray A. Haupt, Chair
Siskiyou County Board of Supervisors

ATTEST:
COLLEEN SETZER
County Clerk & Ex-Officio
Clerk of the Board

By _____
Deputy

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: See previous page
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474
If not to exceed, include amount not to exceed: $397,000.00
For multi-year contracts, please include separate sheet with financial information for each fiscal year.

FOURTEENTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS FOURTEENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, and amended on February 2018, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 12th day of June 2018.

WHEREAS, the cost of services to be provided under the contract have exceeded the amount provided in the Contract; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Sixty Thousand Dollars ($60,000.00) to an amount not to exceed Three Hundred and Twenty Two Thousand Dollars ($322,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Fourteenth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR: NOSSAMAN LLP

By: _____
Paul S. Weiland
TAXPAYER I.D. on file

6/1/18
Date

COUNTY OF SISKIYOU

By: _____
Ray A. Haupt, Chair
Siskiyou County Board of Supervisors

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474
If not to exceed, include amount not to exceed: $322,000.00
For multi-year contracts, please include separate sheet with financial information for each fiscal year

THIRTEETH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS THIRTEETH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on October 26, 2016, and amended on April 14, 2017, and amended on June 28, 2017, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 6th day of February 2018.

WHEREAS, the cost of services to be provided under the contract have been exhausted; and

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

WHEREAS, the parties desire to amend Exhibit A to reflect the current rates of attorneys and staff, for which the County receives discounted rates.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Forty Thousand Dollars ($40,000.00) to an amount not to exceed Two Hundred and Sixty Two Thousand Dollars ($262,000.00).

Exhibit A of the Retention Agreement shall be substituted with the new Exhibit A, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Thirteenth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: _____

2/6/18
Date

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

By: _____
Ray A. Haupt, Chair
Siskiyou County Board of Supervisors

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474
If not to exceed, include amount not to exceed: $262,000.00
For multi-year contracts, please include separate sheet with financial information for each fiscal year.

TWELFTH ADDENDUM TO PROFESSIONAL SERVICES
RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS TWELFTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and Amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, and amended on November 15, 2016, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this __ day of July 2017.

WHEREAS, the cost of services to be provided under the contract have been exhausted; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Fifty Thousand Dollars ($50,000.00) to an amount not to exceed Two Hundred Twenty-Two Thousand Dollars ($222,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Twelfth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: Lloyd W Pellman

TAXPAYER I.D. on file

28 June 2017
Date

COUNTY OF SISKIYOU

By: _____
Michael N. Kobseff, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: Wendy Wright
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed:

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

ELEVENTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS ELEVENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012 and amended on March 1 2014 and amended on September 9 2014, and amended on February 10 2015, and amended on March 17 2015, and amended on April 7 2015, and amended on April 12 2016, and Amended on May 3, 2016, and amended on July 5, 2016 and amended on July 12, 2016, and amended on November 15, 2016, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this __ day of May 2017.

WHEREAS, the cost of services to be provided under the contract have been exhausted; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS.

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Thirty-seven Thousand Dollars ($37,000.00) to an amount not to exceed One Hundred Seventy-Two Thousand Dollars ($172,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Eleventh Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: Lloyd W Pellman

14 April 2017
Date

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

By: _____
Michael N. Kobseff, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed:

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

TENTH ADDENDUM TO PROFESSIONAL SERVICES
RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS TENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016, and amended on July 12, 2016, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 15th day of November 2016.

WHEREAS, the cost of services to be provided under the contract will soon be exhausted; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended in increase the compensation payable under the contract by Twenty Thousand Dollars ($20,000.00) to an amount not to exceed One Hundred Thirty Five Thousand Dollars ($135,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: _____

TAXPAYER I.D. on file

24 October 2016
Date

COUNTY OF SISKIYOU

By: _____
Grace Bennett, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed: One Hundred Thirty Five Thousand Dollars ($135,000.00)

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

NINTH ADDENDUM TO PROFESSIONAL SERVICES
RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS NINTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, and amended on July 5, 2016 by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 12th day of July 2016.

WHEREAS, the cost of services to be provided under the contract have been exhausted; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended in increase the compensation payable under the contract for **fiscal year 2015/2016** by Twelve Thousand Five Hundred Dollars ($12,500.00) to an amount not to exceed One Hundred Two Thousand Five Hundred Dollars ($102,500.00) and increase the compensation payable under the contract for **fiscal year 2016/2017** by Twelve Thousand Five Hundred Dollars ($12,500.00) to an amount not to exceed One Hundred Fifteen Thousand Dollars ($115,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: Lloyd Pellman

TAXPAYER I.D. on file

7/12/16
Date

COUNTY OF SISKIYOU

By: Grace Bennett
Grace Bennett, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: Wendy Deyo
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed:
FY 15/16 One Hundred Two Thousand Five Hundred Dollars ($102,500.00)
FY 16/17 One Hundred Fifteen Thousand Dollars ($115,000.00)

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

EIGHTH ADDENDUM TO PROFESSIONAL SERVICES
RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS EIGHTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, and amended on May 3, 2016, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 5th day of July 2016.

WHEREAS, there are times when NOSSAMAN LLP in regards to the Klamath Legislation/Litigation matter may need to use particular attorneys with specializations that are not listed on Exhibit A, Schedule of Fees; and

WHEREAS, County Counsel desires to approve invoices regarding specialized attorney services at his discretion.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

County Counsel may approve invoices for the work done by attorneys that have provided specialized assistance.

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

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:
By: Lloyd W. Pellman

TAXPAYER I.D. on file

7/5/16
Date

COUNTY OF SISKIYOU
By: Grace Bennett
Grace Bennett, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors
By: Wendy
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed:

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

SEVENTH ADDENDUM TO PROFESSIONAL SERVICES
RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS SEVENTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, and amended on April 12, 2016, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 3rd day of May 2016.

WHEREASE, Exhibit A of the Retention Agreement has changed.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Exhibit A of the Retention Agreement shall be substituted with the new Exhibit A, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: _____

TAXPAYER I.D. on file

5/3/16
Date

COUNTY OF SISKIYOU

By: _____
Grace Bennett, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed:

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

AMENDED EXHIBIT "A

SCHEDULE OF FEES

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 by at the following hourly rates

Bill Pellman	$636.00
Tim Jenkins	$576.00
Brent Heberlee	$512.00
Rick Rayl	$436.00
Jay Sterne	$400.00
Paul Weiland	$384.00
Ashley Remillard	$332.00
Shelby Hagenauer	$340.00
Elizabeth Klebaner	$316.00
Katrina Wu	$256.00
Sarah Wells	$240.00
Jane Towell	$152.00

Attorney travel time shall not exceed fifty percent (50%) of the hourly rate for the attorney.

SIXTH ADDENDUM TO PROFESSIONAL SERVICES
RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS SIXTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, and amended on April 7, 2015, by and between the County of Siskiyou (ACounty@) and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 12th day of April 2016.

WHEREASE, Exhibit A of the Retention Agreement has changed.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Exhibit A of the Retention Agreement shall be substituted with the new Exhibit A, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: _____

TAXPAYER I.D. on file

4/12/16
Date

COUNTY OF SISKIYOU

By: _____
Grace Bennett, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed:

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

AMENDED EXHIBIT "A

SCHEDULE OF FEES

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 by at the following hourly rates

Bill Pellman	$604.00
George Mannina	$564.00
Tim Jenkins	$564.00
Brent Heberlee	$488.00
Rick Rayl	$436.00
Jay Sterne	$380.00
Ashley Remillard	$316.00
Shelby Hagenauer	$316.00
Elizabeth Klebaner	$292.00
Katrina Wu	$256.00
Sarah Wells	$240.00
Jane Towell	$152.00

Attorney travel time shall not exceed fifty percent (50%) of the hourly rate for the attorney.

FIFTH ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS FIFTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, and amended on March 17, 2015, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 7th day of April 2015.

WHEREAS, the cost of services to be provided under the contract have been exhausted; and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Thirty Thousand Dollars ($30,000.00) to an amount not to exceed Ninety Thousand Dollars ($90,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: Lloyd W Pellman

4/7/15
Date

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

By: Ed Valenzuela
Ed Valenzuela, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: Wendy Quinn
Deputy

ACCOUNTING:

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

VN# 0.17420
CT# E1200474 CC LOG#
ACCT 1001 103010 723000
AMT 90000 / 90000
ANNUAL TOTAL

CC032477

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed: Ninety Thousand Dollars ($90,000.00)

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

FOURTH ADDENDUM TO PROFESSIONAL SERVICES
RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS FOURTH ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, and amended on February 10, 2015, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 17th day of March 2015.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Exhibit A of the Retention Agreement shall be substituted with the new Exhibit A, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: Lloyd Pellman

9 March 2015
Date

TAXPAYER I.D. on file

COUNTY OF SISKIYOU

By: Ed Valenzuela
Ed Valenzuela, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: Wendy Dery
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed:

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

AMENDED EXHIBIT "A

SCHEDULE OF FEES

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 by at the following hourly rates

Bill Pellman	$604.00
George Mannina	$564.00
Tim Jenkins	$564.00
Brent Heberlee	$488.00
Jay Sterne	$380.00
Ashley Remillard	$316.00
Shelby Hagenauer	$316.00
Elizabeth Klebaner	$292.00
Jane Towell	$152.00

Attorney travel time shall not exceed fifty percent (50%) of the hourly rate for the attorney.

This instrument is a correct copy of the original on file in this office.
ATTEST:
COLLEEN SETZER
County Clerk
of the State of California
in and for the County of Siskiyou.
By _____ Deputy

THIRD ADDENDUM TO PROFESSIONAL SERVICES RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS THIRD ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014 and amended on September 9, 2014, by and between the County of Siskiyou ("County") and Lloyd W. Pellman and the firm of NOSSAMAN LLP, ("Contractor") and is entered into this 10th day of February 2015.

WHEREAS, the cost of services to be provided under the contract have been exhausted; and

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Ten Thousand Dollars ($10,000.00) to an amount not to exceed Sixty Thousand Dollars ($60,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Third Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: _____

TAXPAYER I.D. on file

January 27, 2015
Date

COUNTY OF SISKIYOU

By: _____
Ed Valenzuela, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed: Sixty Thousand Dollars ($60,000.00)

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

SECOND ADDENDUM TO PROFESSIONAL SERVICES
RETENTION AGREEMENT (Klamath Legislation and Litigation)

THIS SECOND ADDENDUM is to that Contract for Services entered into on February 7, 2012, and amended on March 1, 2014, by and between the County of Siskiyou (ACounty@) and Lloyd W. Pellman and the firm of NOSSAMAN LLP, (AContractor@) and is entered into this 9th day of September 2014.

WHEREAS, the cost of services to be provided under the contract have been exhausted; and

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3 of the Professional Services Retention Agreement shall be amended to increase the compensation payable under the contract by Fifteen Thousand Dollars ($15,000.00) to an amount not to exceed Fifty Thousand Dollars ($50,000.00).

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to Contract for Services the date hereinabove set forth.

CONTRACTOR:

By: _____

TAXPAYER I.D. on file

9/9/14
Date

COUNTY OF SISKIYOU

By: _____
Michael N. Kobseff
Chair, Board of Supervisors

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

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

Encumbrance number (if applicable) E1200474

If not to exceed, include amount not to exceed: Fifty Thousand Dollars ($50,000.00)

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

ADDENDUM TO PROFESSIONAL SERVICES
RETENTION AGREEMENT (Klamath legislation and Litigation)

THIS ADDENDUM is to that Contract for Services entered into on February 7, 2012, by and between the County of Siskiyou (ACounty@) and Lloyd W. Pellman and the firm of NOSSAMAN LLP, (AContractor@) and is entered into this 1st day of March 1, 2014.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Exhibit A of the Retention Agreement shall be substituted with the new Exhibit A, attached hereto and hereby incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.

COUNTY OF SISKIYOU

By _____
Michael N. Kobseff, Chair
Siskiyou County Board of Supervisors

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By _____
Deputy

Lloyd W. Pellman
NOSSAMAN LLP.

By _____

Tax ID No. On file

APPROVED AS TO LEGAL FORM:

_____
Brian Morris, County Counsel

APPROVED AS TO ACCOUNTING FORM:
Fund 1001 Organization 103010 Account 723000 E1200474

_____
Jennie Ebejer, Auditor

g:\share\retenagt\lloyd pellman - nossaman\addendum klamath legislation 4_1_14.doc

AMENDED EXHIBIT "A

SCHEDULE OF FEES

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 by at the following hourly rates

Bill Pellman	$576.00
George Mannina	$536.00
Tim Jenkins	$536.00
Shelby Hagenauer	$300.00
Jane Towell	$148.00

Attorney travel time shall not exceed fifty percent (50%) of the hourly rate for the attorney.

PROFESSIONAL SERVICES RETENTION AGREEMENT

THIS AGREEMENT is made this 7th day of February 2012, by and between the COUNTY OF SISKIYOU (hereinafter referred to as "County"), and Lloyd W. Pellman and the firm of NOSSAMAN LLP, a firm engaged in the practice of law in the State of California, at 777 S. Figueroa Street, 34th Floor, Los Angeles, CA 90071 (hereinafter referred to as "Attorney").

WHEREAS, the County of Siskiyou requires specialized legal consulting services with regard to Klamath legislation and litigation; and,

WHEREAS, it has been determined that Attorney has the expertise to render the necessary assistance and advice to the County of Siskiyou; 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:

1. Services. Pursuant to this Agreement, Attorney, upon request, shall provide to County specialized legal consulting services 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.

2. Term. The term of this Agreement shall commence February 7, 2012, and terminate upon completion of case.

3. Legal Fees. Attorney shall be compensated for such services in a sum not to exceed Thirty Five Thousand Dollars ($35,000.00), with the County Counsel to review and audit the billings. Said amount shall not be exceeded without prior approval of the Board of Supervisors. See Exhibit "A" attached hereto for hourly rate(s).

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 legal services while allowing the Board of Supervisors to exercise its discretion in advance of the expenditure of such funds.

4. Costs and Expenses. County shall reimburse Attorney for all costs and expenses incurred by Attorney, including, but not limited to, fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, and for travel expenses and per diem which Attorney reasonably incurs in providing services and work requested by County pursuant to this Agreement.

VN# @12920
CT#E1200474 CC LOG#
ACCT 1001 103010 723000

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. Statement Billing and Payment.

(A) Billing and Payment. Attorney shall submit to County, once a month, an itemized statement of all hours spent by Attorney in performing services and work described in Exhibit "B", which were done at County's request. This statement will be submitted to County as expeditiously as possible. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. This statement will identify the date of which the hours were worked and describe the nature of the work which was performed on each day. Attorney's statement to County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by the Attorney during that period. The itemized statement for travel expenses and per diem will include original receipts for lodging, meals, and other incidental expenses in accordance with County's accounting procedures and rules. Contractor shall be paid within 45 days of County Auditor's receipt of said statement and claim form completed by the department.

(B) Federal and State Taxes.

(1) Except as provided in subparagraph 2 below, County will not withhold any federal or state income taxes or social security from any payments made by County to Attorney under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contracts when it is anticipated that total annual payments to Attorney under this Agreement will exceed One Thousand Four Hundred Ninety Nine and no/100 Dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Attorney under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Attorney. County has no responsibility or liability for payment of Attorney's taxes or assessments.

(4) The total amounts paid by County to Attorney, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

6. Work Schedule. Attorney's obligation is to perform, in a timely manner, those services

which are requested by County. It is understood by Attorney that the performance of these services and work will require a varied schedule. Attorney will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

7. Required Licenses, Certificates and Permits. Any licenses, certificates, or permits required by the federal, state, county, 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. Attorney will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services. Where there is a dispute between Attorney and County as to what licenses, certificates, and permits are required to perform the services, County reserves the right to make such determinations for purposes of this Agreement.

8. 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.

9. 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. 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. At the termination of the Agreement, Attorney will convey possession and title to all such properties to County.

10. Workers' Compensation. Attorney shall provide workers' compensation insurance coverage, in the legally required amount, for all Attorney's employees utilized in providing work

and services pursuant to this Agreement. By executing a copy of this Agreement, Attorney acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Attorney has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Attorney, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation insurance coverage.

11. Insurance.

(A) General Liability. Attorney shall procure and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by Attorney under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than $100,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Attorney under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". County will be named as "an additional named insureds" on this policy. Attorney will provide County a copy of the policy and a certificate of insurance showing County as "additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to County.

(B) Business Auto. If Attorney utilizes a motor vehicle in performing any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of $300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Attorney owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

A certificate of insurance shall be provided to County at least ten (10) days prior to the start of services to be performed by Attorney. The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to County.

(C) Professional Liability. If Attorney is required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services hereunder, Attorney shall procure and maintain in force throughout the duration of this Agreement a professional liability insurance policy with a minimum coverage level of $1,000,000.00. Proof of such insurance shall be provided to county at least ten (10) days prior to the start of any work by Attorney.

12. Status of Attorney. 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 agents, 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.

13. Defense and Indemnification. Attorney shall defend, indemnify, and hold harmless County, their agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Attorney, or Attorney's agents, officers, or employees. Attorney's obligation to defend, indemnify, and hold County, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Attorney's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Attorney, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Attorney's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Attorney to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Attorney, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

14. Records and Audits.

(A) Records. 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) Inspections and Audits. 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.

15. Nondiscrimination. 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.

16. Cancellation. This Agreement may be canceled by County without cause, and at will, for any reason by giving to Attorney thirty (30) days written notice of such intent to cancel. Attorney may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

17. Assignment. 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. 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.

18. Default. If the Attorney abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Attorney in default and terminate this Agreement upon five (5) days written notice to Attorney. Upon such termination by default, County will pay to Attorney all amounts owing to Attorney for services and work satisfactorily performed to the date of termination.

19. Waiver of Default. 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.

20. Confidentiality. 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.

21. Conflicts. Attorney agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

22. Post Agreement Covenant. 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. Further, Attorney agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with the County, and concerning such, Attorney by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

23. Severability. 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.

24. Funding Limitation. 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 26 (Amendment).

25 Attorneys' Fees. 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.

26. Amendment. 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.

27. Notice. 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
County Counsel
205 Lane Street
Yreka, CA 96097

TO ATTORNEY: Lloyd Pellman
Nossaman, LLP.
777 S. Figueroa Street, 34th Floor
Los Angeles, CA 90071
(213) 612-7802

28. Conditions. 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.

29. Entire Agreement. 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.

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

COUNTY OF SISKIYOU

By _____
Grace Bennett, Chairperson
Board of Supervisors

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By _____
Deputy

Lloyd W. Pellman
NOSSAMAN LLP.

By _____

Tax ID No. On file

APPROVED AS TO LEGAL FORM:

_____
Thomas P. Guarino, County Counsel

APPROVED AS TO ACCOUNTING FORM:
Fund 1001 Organization 103010 Account 723000 61200474

_____ 2/10/12
Jennie Ebejer, Assistant County Auditor

E
D
S

EXHIBIT A

Hourly Rates

Hourly Rates

Nossaman proposes to provide the County with the services outlined in this proposal at the proposed discounted rates set forth below. This discount reflects our dedication to helping public agencies and our team's enthusiasm in working for the County.

These rates include all administrative and overhead costs, such as secretarial assistance, word processing and local telephone charges. Other reimbursable costs such as computer research, messenger services, and postage charges are charged to our clients at the actual transaction charge incurred by our firm. We will use electronic transmissions for documents when possible to expedite deliveries and contain costs.

[illegible]	[illegible]	[illegible]
Coffee, Mary Lynn	$490	$393
Dolja, Nick*	$275	$220
Hagenauer, Shelby*	$340	$272
Harper, Sherry*	$375	$300
Huang, Audrey*	$390	$312
Lobell, Carolyn	$450	$360
Mannina, George	$610	$488
Remillard, Ashley	$330	$264
Thornton, Rob	$593	$494
Towel, Carol*	$175	$140
Williams, Paul	$415	$332

Travel	Nossaman will charge actual costs for travel requested by the County. If not working on client matters while traveling, Nossaman will charge 50% of our hourly billing rates for travel during business hours.
Computer Research	Nossaman will charge only for necessary computerized research at the cost Nossaman actually pays. The Firm has a substantial discount on such research.
Court and Other Filings	Nossaman will pass on to the County any court fees or filing fees.
Postage	Nossaman will pass on to the County any postage-related charges at the actual cost.
Faxing	Nossaman will charge $1 per page for outgoing faxes.
Messenger Service	In those instances where it is necessary that we expedite the delivery of materials to it or other parties, Nossaman will charge the County only for the actual cost billed to us by the delivery or courier service. If the County has a lower-cost arrangement with specific courier/delivery companies and would like us to use the services of only those companies, we would be pleased to do so.
Photocopying	Project-related photocopying will be passed on to the County at 20 cents per page.

* Timekeepers added.

EXHIBIT "B"

SERVICES TO BE PERFORMED

Upon request of County, as set forth herein, advise and assist County with Klamath legislation and litigation.