

Klamath Project Drought Response Agency
PO Box 1944
Klamath Falls, OR 97601

2026 REQUEST FOR PROPOSALS TO PROVIDE LEGAL SERVICES

The Klamath Project Drought Response Agency (“KPDRA”) was formed by an Intergovernmental Cooperation and Joint Exercise of Powers Agreement in 2018 to do all things necessary or incident to the maximization of water supply for the members of the KPDRA and all irrigation water users in the Klamath Reclamation Project, including, but not limited to, the design and implementation of conservation and management programs through the coordination, incentives, and compensation described in the Agreement to the extent permitted by law. The parties to the KPDRA originally intended that the KPDRA terminate on or before June 30, 2019. However, new biological opinions for endangered and threatened species in Upper Klamath Lake and the Klamath River, and a new operation plan for the Klamath Reclamation Project issued by the United States Bureau of Reclamation, make it likely that insufficient water will be available in some years from Upper Klamath Lake to provide full irrigation supplies to agricultural land in the Klamath Reclamation Project. Therefore, the parties to the KPDRA have agreed to continue the KPDRA for an indefinite period of time. The KPDRA anticipates operating programs to compensate water right users who are not able to irrigate agricultural crops due to insufficient water supplies or who otherwise engage in water conservation measures and related programs.

KPDRA invites written proposals from interested individual counsel and law firms to provide legal services as general counsel to the KPDRA.

The KPDRA has designated legal services of the type described in this RFP as personal services under ORS 279A.055 and applicable KPDRA public contracting authority. This procurement will be conducted as a competitive proposal process for personal services.

THE WORK OF THE KPDRA GENERAL COUNSEL

The KPDRA general Counsel (“Counsel”) currently provides all legal services needed by the KPDRA, except for occasional services that require unusual expertise not ordinarily within the scope of KPDRA Counsel services such as for tort-type claims for which the KPDRA has insurance which provides legal services for those types of claims. Services provided by Counsel include, but are not limited to:

1. Monitoring KPDRA’s compliance with state and federal laws.
2. Providing public notice of board meetings and, in conjunction with the Board president, preparing meeting agendas and coordinating the provision of written meeting minutes; attending meetings of the Board of Directors and committees as requested by the Board.
3. Providing for the selection of consultants and coordinating with consultants, accountants, and other professionals assisting with the design, implementation, administration, and reporting of KPDRA programs.

4. Monitoring KPDRA's bank account, assisting with financial oversight, and coordinating the presentation of financial information and invoices to the Board for review and approval.
5. Preparing and filing reports required by law, other than independent audits filed directly by the auditor.
6. Providing legal advice on matters common to Oregon public agencies, including public contracting, public records, open meetings, ethics, grants, and related governance and compliance matters.
7. Conducting negotiations with federal contractors and other counterparties and advising KPDRA regarding agreements, resolutions, memoranda, and other legal instruments.
8. Assisting the KPDRA in applying for, administering, and complying with grants, cooperative agreements and other similar funding arrangements.
9. Providing basic administrative services and doing all other things necessary and appropriate to assure the proper administration of the KPDRA.

INFORMATIONAL

The KPDRA Board generally meets not less often than once per month. It is common for occasional work sessions, executive sessions, and special meetings may also be held as needed. The KPDRA Counsel is required to attend KPDRA Board meetings unless excused by the KPDRA Board.

The KPDRA Board, by the vote of at least four of its seven members, intends to appoint KPDRA counsel for an initial term of five years. However, KPDRA counsel serves at the pleasure of the Board and may be removed at any time by the vote of at least four members, subject to the terms of the resulting agreement.

PROPOSAL TYPES

The KPDRA is prepared to review proposals from individuals and firms to provide the legal services described above on either an hourly fee basis or a retainer plus hourly basis. If you propose a retainer, identify the services included within the retainer and provide the hourly rates that will apply to work outside the retainer scope.

Describe any areas of law listed above in which you would need to retain specialized counsel.

The KPDRA does not have any staff or office facilities. The KPDRA Counsel must provide all support staff, office facilities, equipment, and supplies that the Counsel may require to properly provide services to the KPDRA.

REQUESTED INFORMATION

Proposals should include the following information. Proposers may submit additional information as deemed appropriate.

1. For individual proposers, employment history since 2015, and for firm proposers, legal status of firm or predecessor forms of organization since 2015, including specialization of individual, firm, or predecessor organization.

2. Qualifications for providing KPDRA Counsel services for each attorney and paralegal likely to provide KPDRA Counsel services, including:
 - A. Law school (including year of graduation), year of admission to Oregon State Bar, and years of practice.
 - B. Years of municipal or other public sector law practice as government Counsel or specializing in municipal or other public sector law practice in a law firm or as a sole practitioner.
 - C. Particular areas of knowledge and experience in Oregon government law, including but not limited to law related to special districts. Indicate which of the following areas you have expertise in:
 - 1) Water law including water rights and water supply issues in the Klamath Basin, and particular knowledge regarding the function of water districts within the Klamath Project and the legal framework within which they operate;
 - 2) Public purchasing and contracting;
 - 3) Open meetings and public records;
 - 4) Government ethics;
 - 5) Ordinance/resolution preparation, review and approval.
 - 6) Litigation experience, including descriptions of representative cases and outcomes.
 - 7) Drafting experience, such as drafting of contracts, memoranda, ordinances, and resolutions.
 - 8) Experience giving oral advice such as during the course of KPDRA Board meetings and by telephone to board members.
 - 9) Other types of clients represented.
 - 10) Scholastic honors and professional affiliations.
 - 11) Affiliations or clients that could cause conflicts of interest regarding likely KPDRA matters.
 - 12) Experience with government grant and/or cooperative agreements.
3. How you propose to provide KPDRA Counsel services to the KPDRA. This should address whether you propose a contract based solely on billable hours, or whether you are proposing a retainer for basic services with an hourly rate for additional services. This should also address issues such as office location; accessibility to KPDRA Board members and KPDRA consulting engineers and accountants, attendance at KPDRA Board, and occasional other meetings; services, if any, that you would expect to receive from the KPDRA; and if a firm, how you propose to manage the firm's provision of services to the KPDRA — for example, would there be a lead Counsel and, if so, who would that Counsel be and how would other attorneys be involved.
4. Describe any work, whether by subject area or nature of work, which would not be covered by your compensation proposal.
5. Describe all charges that could be billed to the KPDRA including, but not limited to: hourly rates; hourly rates of subordinates; hourly rates of paralegal staff; copying; travel; and any other charge that the KPDRA could find on an invoice from you or your firm if you are selected.

HOW TO APPLY

All costs of the proposal process are solely the responsibility of the proposer, and KPDRA is not responsible for any proposer expenses associated with this Request for Proposals (“RFP”).

Proposals should include a cover letter and a response to the RFP. The substantive response should not exceed ten pages and shall address each of the evaluation criteria set forth below. Resumes, the rate schedule, references, and required certifications may be included in appendices and will not count toward the ten-page limit.

Proposals must be submitted in electronic form only, by email to nathan@parksandratliff.com, with a copy to cherice@parksandratliff.com. The deadline for submission of proposals is 3:00 p.m. PT on May 8, 2026.

PROCESS

Proposals will be opened and reviewed by the KPDRA Board of Directors on May 13, 2026, at 11:00 a.m. in the Klamath Water Users Association conference room, 2312 South Sixth Street, Suite A, Klamath Falls, Oregon. The Board may review proposals in public session, may request clarifications, may conduct interviews, and may establish a competitive range if the Board determines that doing so will assist in selecting the proposal most advantageous to KPDRA.

The draft contract included in this packet contains many terms required by Oregon law. KPDRA will consider comments on the draft or, if proposed by a proposer, an alternative form of agreement, but any final contract executed by KPDRA must include all terms required by law and others deemed appropriate by KPDRA. After evaluation of proposals, KPDRA intends to issue a written notice of intent to award to the highest-ranked proposer and then proceed to negotiate final contract terms, including cost and scope of work, with that proposer.

The KPDRA reserves the right to reject any or all proposals, to request additional information concerning any proposal, to accept or negotiate modifications to any proposal, to interview any proposer, and to waive minor irregularities in any proposal following the proposal submission deadline, all when the KPDRA determines it is in the public interest to do so.

Any proposer adversely affected or aggrieved by the selection of the competitive range, if one is established, or by the notice of intent to award may submit a written protest to KPDRA. A protest must be delivered to the contact identified in this RFP within seven (7) calendar days after KPDRA issues the applicable written notice, must identify the legal and factual grounds for the protest, and must identify the relief requested. KPDRA will not execute the contract until it has resolved any timely protest.

Counsel will be selected only on the basis of the evaluation criteria stated in this RFP. KPDRA will evaluate proposers based on the qualifications and capacity of the proposed team, relevant experience and subject-matter expertise, the proposer’s approach and responsiveness to KPDRA’s needs, and pricing and references.

PROPOSAL SUBMITTAL REQUIREMENTS/EVALUATION CRITERIA.

Instructions:

The proposal shall be submitted in an unencrypted PDF file. Proposals should include a response to each of the categories below, a rate schedule, and the signed certification attached as Attachment A. Any proprietary information or attachments should be clearly marked and easily separable from the proposal.

1. Qualifications and Capacity of Proposed Team (20 points). Describe your firm's history, organizational structure, capabilities, and the attorneys and paralegal personnel who would provide services to KPDRA. Identify the proposed lead counsel, describe team capacity and availability, and provide any information regarding subconsultants or joint venture participants.

2. Relevant Experience and Subject-Matter Expertise (50 points). Describe your experience and past performance in providing similar legal services, including public entity representation, Oregon public contracting, public records, open meetings, ethics, water law and water supply issues affecting the Klamath Basin, negotiations with governmental entities, drought response or water bank programs, grant-related work, and related contract administration practices.

3. Approach, Responsiveness, and Pricing (20 points). Describe how you would provide services to KPDRA, including accessibility to Board members and consultants, attendance at meetings, responsiveness to time-sensitive matters, approach to grant application and compliance support, and your proposed pricing structure, including any retainer arrangement and all other charges that may be billed to KPDRA.

4. References (10 points). Provide the names and phone numbers of at least three references who are knowledgeable about your work product, responsiveness, judgment, and process in providing comparable legal services.

All inquiries regarding this Request for Proposals should be directed by email to KPDRA General Counsel, Nathan Ratliff, via email at nathan@parksandratliff.com with a copy to cherice@parksandratliff.com.

ATTACHMENT A

CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women, or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the proposer, the proposer hereby certifies to the Klamath Project Drought Response Agency that the proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts and, if awarded the contract for which this proposal is submitted, will not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

ATTACHMENT B
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

[as required by OAR 125-020-0410(1)(a)]

In order to comply with the provisions of ORS 670.600, an individual or business entity performing labor or services for remuneration shall be considered to perform the labor or services as an “Independent Contractor” if the following standards are met:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing the labor or services is responsible for obtaining all assumed business registrations or professional occupational licenses required by state law or local government ordinance for the individual or business to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for the performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

I hereby certify that the contracted work or intended contracted work meets these standards.

Contract Administrator: _____ Date: _____

(COUNSEL IS TO COMPLETE THE FOLLOWING)

To establish status as an “Independent Contractor” as defined in ORS 670.600, certain standards must be met by the individual or business entity performing that work.

The undersigned certifies that he/she/the business entity meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, “Construction Contractors”, if the individual or business entity provides labor or services for which such registration is required; and,
2. Federal and state income tax returns in the name of the business or business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Contractor in the previous year; and,

3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist.

Counsel is to check four or more of the following:

- The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- Commercial advertising or business cards are customary in operating similar businesses, are purchased for the business, or the individual or business entity has a trade association membership;
- Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or service;
- Labor or services are performed only pursuant to written contracts;
- Labor or services are performed for two or more different persons within a period of one year; or,
- The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be performed.

Counsel Signature: _____

Date: _____

Printed Name: _____

Federal Tax I.D. No.: _____

ATTACHMENT C
DRAFT KLAMATH PROJECT DROUGHT RESPONSE AGENCY
LEGAL SERVICES AGREEMENT

This Agreement for Services (Agreement) is between the Klamath Project Drought Response Agency (KPDRA), and _____ (Counsel).

AGREEMENT

1. SCOPE OF COUNSEL SERVICES

Counsel shall serve as general legal counsel to provide services to KPDRA subject to the direction of KPDRA's Board of Directors. Counsel services include, but are not limited to:

- a. Monitoring KPDRA's compliance with state and federal laws.
- b. Providing public notice of board meetings and, in conjunction with the Board president, preparing meeting agendas and coordinating the provision of written meeting minutes; attending meetings of the Board of Directors and committees as requested by the Board.
- c. Providing for the selection of consultants and coordinating with consultants, accountants, and other professionals assisting with the design, implementation, administration, and reporting of KPDRA programs.
- d. Monitoring KPDRA's bank account, assisting with financial oversight, and coordinating the presentation of financial information and invoices to the Board for review and approval.
- e. Preparing and filing reports required by law, other than independent audits filed directly by the auditor.
- f. Providing legal advice on matters common to Oregon public agencies, including public contracting, public records, open meetings, ethics, grants, and related governance and compliance matters.
- g. Conducting negotiations with federal contractors and other counterparties and advising KPDRA regarding agreements, resolutions, memoranda, and other legal instruments.
- h. Assisting the KPDRA in applying for, administering, and complying with grants.
- i. Providing basic administrative services and doing all other things necessary and appropriate to assure the proper administration of the KPDRA.

2. COMPENSATION AND BILLING AND PAYMENT PROCEDURE

KPDRA shall pay Counsel for work performed under this Agreement. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services. KPDRA shall compensate Counsel for services performed under this Agreement at the rates set forth in Exhibit A. Each billing statement shall provide a detailed description of each charge shown on the statement and Counsel shall provide on request by KPDRA or its independent auditor such other information reasonably necessary to fully understand each such charge. Counsel shall maintain records on a current basis to support all billings under this Agreement. KPDRA shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of Counsel for a period of three (3) years after completion or termination of this Agreement.

All of Counsel's work product resulting from this Agreement is the exclusive property of the KPDR ("Work Product"). KPDR and Counsel intend that the Work Product be deemed "work made for hire" of which the KPDR shall be the client and the owner. If for any reason the work product is not deemed "work made for hire," Counsel hereby irrevocably assigns to the KPDR all rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Counsel shall execute such further documents and instruments as the KPDR may reasonably request in order to fully vest such rights in the KPDR. Counsel forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. At the expiration or termination of this Agreement, following receipt of any payments due and owing from the KPDR under this Agreement, Counsel shall deliver to the KPDR all of the Work Product.

3. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of June 1, 2026 and shall terminate on May 31, 2029, unless sooner terminated or amended in writing by the parties. This agreement may be extended for an additional 2 years by mutual agreement.

4. EARLY TERMINATION OF AGREEMENT

Either Party may terminate this Agreement at any time for any reason deemed appropriate in its sole discretion. In order to terminate the Agreement, the party seeking termination shall give the other party written notice its intent to.

5. PAYMENT ON EARLY TERMINATION

In the event of early termination of this Agreement under section 4, EARLY TERMINATION OF AGREEMENT, KPDR shall pay Counsel for work performed in accordance with the Agreement prior to the termination date and nothing further. In the event of early termination, Counsel's work product provided to the KPDR before the date of termination becomes property of the KPDR.

6. STANDARD OF CARE

Counsel shall perform all professional legal services using that care, skill and diligence which would ordinarily be used by lawyers in this community in similar circumstances.

7. PROFESSIONAL LIABILITY INSURANCE

Counsel shall maintain professional liability coverage applicable to the services provided under this Agreement, including Oregon State Bar Professional Liability Fund coverage if applicable to Counsel, together with any additional professional liability insurance limits identified in Exhibit A or otherwise required by KPDR. Failure to maintain required professional liability coverage shall be cause for immediate termination of this Agreement by KPDR.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Counsel shall obtain, at its expense, and keep in effect during the term of this Agreement and as specified below, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage's satisfactory to the KPDR. This insurance shall include personal injury liability and contractual liability coverage for the indemnity provided under this Agreement (to the extent contractual liability coverage for the indemnity is available in the marketplace) and shall be issued on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000 for each occurrence, \$1,000,000 Personal Injury/Advertising Injury, and \$2,000,000 General Aggregate. The KPDR its directors and officers shall be listed as Additional Insureds in regard to Counsel's activities under this Agreement.

Counsel shall hold harmless, defend, and indemnify the KPDR and the KPDR's directors and officers against all claims, demands, actions, and suits (including all attorney fees and costs) for property damage or personal injury, or both, brought against any of them arising from Counsel's actions or omissions under this Agreement.

9. WORKERS' COMPENSATION INSURANCE

Counsel, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or a copy of it, shall be provided, if applicable, and shall be incorporated herein and made a term and part of this Agreement. Counsel further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement. In the event Counsel's workers' compensation insurance coverage is due to expire during the term of this Agreement, Counsel agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Counsel agrees to provide the KPDR such further certification of workers' compensation insurance as renewals of said insurance occur. Counsel agrees to accurately complete the KPDR Questionnaire for Workers' Compensation Insurance and Qualification as Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit C and shall remain attached to this Agreement and becomes a part of it as if fully copied herein. Any misrepresentation of information on the Questionnaire by Counsel shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, KPDR may terminate the Agreement immediately and the notice requirement contained in subsection 4. EARLY TERMINATION OF AGREEMENT shall not apply.

10. CERTIFICATES OF INSURANCE

Counsel shall provide to the KPDR Secretary certificates of insurance and additional insured. If the KPDR Secretary determines that the certificates are unclear, Counsel shall provide revised certificates that clearly show the insurance required by the Agreement has been obtained. Review or approval of the KPDR Secretary of any insurance certificate does not excuse Counsel from providing the insurance required by the Agreement.

11. SUBCONTRACTING

Counsel shall not subcontract its work under this Agreement, in whole or in part, without the written approval of KPDRA. Counsel shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of Counsel as specified in this Agreement. Notwithstanding KPDRA approval of a subcontractor, Counsel shall remain obligated for full performance hereunder, and the KPDRA shall incur no obligation other than its obligations to Counsel hereunder. Counsel agrees that if subcontractors are employed in the performance of this Agreement, Counsel and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656.

12. ASSIGNMENT

Counsel shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the KPDRA.

13. INDEPENDENT CONTRACTOR STATUS

Counsel is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. Counsel, its subcontractors, and their employees, are not employees of the KPDRA and are not eligible for any benefits through the KPDRA, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

14. COMMENCEMENT OF WORK

Neither party is obligated to perform services under this Agreement until authorized by the KPDRA in accordance with its Bylaws and until this Agreement is fully executed by the parties.

15. OREGON LAW AND FORUM

Counsel, and Counsel's agents, officers, and employees, shall observe and comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this Agreement, including without limitation ORS 279B.220, ORS 279B.230, ORS 279B.235, and ORS 279B.270, all as may be applicable to this Agreement and incorporated herein by reference. Without limiting the generality of the foregoing, the parties expressly agree to comply with applicable civil rights and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and applicable Oregon law of the Rehabilitation Acts of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

This Agreement shall be construed according to the law of the State of Oregon without reference to its conflict of laws, provisions, and any litigation between KPDRA and Counsel arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Klamath County Circuit Court, and if in the federal courts, in the United States District

Court for the District of Oregon. Counsel shall comply with all applicable federal, state, and local laws and regulations and represents that it currently is in compliance with all tax laws.

16. AMENDMENTS

KPDRA and Counsel may amend this Agreement at any time only by written amendment executed by KPDRA and Counsel.

17. DEFAULT, REMEDIES

Time is of the essence of this Contract. Either party shall be deemed to be in default if such party fails to perform any of its obligations under this Contract. In the event of default, the party that is not in default shall have the right to and pursue whatever legal, or equitable, remedies are available. All remedies shall be cumulative.

18. NO WAIVER

No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

19. ATTORNEY FEES

In the event suit or action is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees at trial and on appeal of such suit or action, in addition to all other sums provided by law.

20. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No counterpart shall be effective until each party has executed at least one counterpart.

21. THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement. Enforcement of this Agreement is reserved to the parties.

22. MERGER CLAUSE

This Agreement encompasses the entire agreement of the parties and supersedes all previous understandings and Agreements between the parties, whether oral or written.

23. NOTICES

Any notice required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by registered or certified mail, addressed to KPDR or Counsel at the address set forth below, or to either party in any other manner prescribed by law:

KPRA:

Klamath Project Drought Response Agency
PO Box 1944
Klamath Falls, OR 97601

COUNSEL:

Whereas this Agreement is executed and effective as of the date set forth above:

**KLAMATH PROJECT DROUGHT
RESPONSE AGENCY**

ACCOUNTANT

President
Date: _____

Signature
Date: _____

ATTACHMENT 1

SCHEDULE OF RATES AND REIMBURSABLE EXPENSES