**REIMBURSEMENT AGREEMENT**

**BETWEEN**

**SISKIYOU COUNTY**

**AND**

**KLAMATH RIVER RENEWAL CORPORATION**

This Reimbursement Agreement is entered into by and between Siskiyou County and Klamath River Renewal Corporation (KRRC) to cover the costs associated with the County’s collection and reproduction of disclosable public records under the California Public Records Act, Government Code section 6250 *et seq*., and Water Code section 13752, related to groundwater and wells in the vicinity of Copco and Iron Gate Reservoirs.

1. **Recitals**
   1. KRRC has submitted applications to the Federal Energy Regulatory Commission (FERC) related to the transfer and surrender of the license for the Klamath Hydroelectric Project located, in part, in Siskiyou County. Proceedings are underway before FERC on those applications, and before other regulatory agencies with respect to related regulatory authorizations.
   2. KRRC recognizes that the drawdown of Iron Gate and Copco reservoirs has the potential to impact groundwater and domestic and agricultural production wells. KRRC will collect baseline data in the vicinity of the reservoirs to assess such potential impacts. In cooperation with willing landowners, KRRC will install transducers that collect and record groundwater-level data on regular time intervals.
   3. KRRC has requested that Siskiyou County provide public information that the County possesses in its official records, regarding groundwater and wells in the vicinity of Copco and Iron Gate Reservoirs. The scope of the request is stated in Attachment 1. The information will contribute to analysis and understanding of potential impacts on groundwater and wells associated with the license surrender application.
   4. Siskiyou County will respond to the request described in Attachment 1, and reproduce disclosable public records for KRRC as required by law.
2. **Agreement**
   1. Siskiyou County, through its Natural Resources staff, will collect, reproduce and deliver to KRRC the information described in Attachment 1 in a timely manner, taking into account its available staffing and the need to continue to conduct the people’s business concurrently with its review and production of records.
   2. KRRC shall cover all direct and indirect costs associated with the County’s collection of records, its potential redaction of documents, and reproduction of records, including its staff time, and any associated consultation between the County’s Natural Resources staff and KRRC. Staff time shall be billed to KRRC at the hourly rates set forth in Attachment 2. Should the County use its environmental consultant in responding to KRRC’s record request, KRRC shall reimburse the County for those costs at the rates set forth in Attachment 3.
   3. Within 30 days of KRRC’s receipt of the County’s invoice(s) for the costs set forth in Section 2.2, KRRC shall remit payment to the County.
3. **Contacts**
   1. The contact for Siskiyou County is: Elizabeth Nielsen, Project Coordinator, 1312 Fairlane Rd., Yreka, CA 96097, [enielsen@co.siskiyou.ca.us](mailto:enielsen@co.siskiyou.ca.us), (530) 842-8012.
   2. The contact for KRRC is: Ben Swann, CDM Smith, 1755 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833, [SwannBM@cdmsmith.com](mailto:SwannBM@cdmsmith.com), (916) 567-9900.
4. **Effect of Agreement.** This Reimbursement Agreement is entered into solely to facilitate the parties’ cooperation in making the public records requested in Attachment 1 available to KRRC without undue costs on the County. Nothing in this agreement is intended to create or imply an association of any kind between the parties referred to herein. Nothing in this Agreement is intended to constitute or imply that a disclosure inconsistent with the limitations of the California Public Records Act or Water Code section 13752 shall occur. Nothing in this agreement is intended to constitute or imply any approval or other agreement among the parties relating to the licensing proceedings identified in paragraph 1 or in any related proceedings or to affect in any way the respective rights in any such proceedings of the parties.
5. **Amendment.** This Reimbursement Agreement may only be amended in written form signed by both parties.
6. **Execution.** 
   1. Each signatory to this Reimbursement Agreement certifies that he or she is authorized to execute this agreement and to legally bind the entity he or she represents, and that such entity shall be fully bound by the terms hereof upon such signature without any further act, approval, or authorization by such entity.
   2. This Reimbursement Agreement may be executed in counterpart pages, and each executed counterpart will have the same effect as if both signatory parties had signed the same page.
7. **Effective Date; Termination Date**. This Reimbursement Agreement shall become effective when signed by both parties and shall terminate on December 31, 2018, or upon notice of termination by either party to the other, whichever is earlier.

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

Dated: August\_\_\_\_, 2018

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Ray A. Haupt, Chair

BOARD OF SUPERVISORS, COUNTY OF SISKIYOU, STATE OF CALIFORNIA

ATTEST:

COLLEEN SETZER

Clerk, Board of Supervisors

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy

Dated: August \_\_\_\_, 2018

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mark Bransom

Executive Director,

KLAMATH RIVER RENEWAL CORPORATION

ACCOUNTING:

Fund Organization Account Activity Code (if applicable)

1001       103010               552600

1001       207050               552600

1001       101030               552600

2114       401014               552600

2501 205010 552600

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed:

**Attachment 1.**

**SCOPE OF WORK**

KRRC requests, and the County, pursuant to the California Public Records Act, Gov’t Code, § 6250 *et seq*., and Water Code, § 13752, will provide, disclosable public records that the County possesses in its official records, regarding wells located within 2.5 miles of Iron Gate and Copco Reservoirs. KRRC seeks records that consist of the following categories:

1. Well owner and contact information
2. Well location (longitude and latitude)
3. Well depth
4. Depth to groundwater
5. Pumping rate
6. Drilling logs
7. Any other specific well information.

KRRC recognizes that in producing records, the County will be observing the exemptions to disclosure that are set forth in the California Public Records Act, and the Water Code at section 13752.

**Attachment 2.**

**COUNTY STAFF HOURLY RATES**

Consumer Protection Unit Manager $64.50/hour

Waste Management Unit Manager $70.41/hour

County Counsel $196.61/hour

Assistant County Counsel $146.83/hour

Project Coordinator $64.43/hour

Natural Resource Specialist $55.33/hour