

SISKIYOU COUNTY ROADWAY WORK IMPLEMENTATION AGREEMENT

This Siskiyou County Roadway Work Implementation Agreement (**Agreement**) is made by and between the County of Siskiyou, California (**County**) and the Klamath River Renewal Corporation (**Renewal Corporation**) as of this ___ day of July, 2022 (**Effective Date**). The County and the Renewal Corporation are each individually referred to herein as a **Party** and collectively referred to as the **Parties**. This Agreement is made in reference to the following facts.

RECITALS

WHEREAS, on May 19, 2021, the County and the Renewal Corporation entered into a Memorandum of Understanding (**MOU**) regarding, among other things, the implementation of the **Siskiyou County Roadway Work** (as that term is defined in the MOU) contingent upon the Federal Energy Regulatory Commission's (FERC) issuance of a **Final Order** (as that term is defined in the MOU) that substantially conforms with the **Definite Plan** (as that term is defined in the MOU). A copy of the MOU is attached to this Agreement at Exhibit A, and all relevant terms and conditions of the MOU are incorporated herein by this reference.

WHEREAS, Pursuant to Section 3 of Exhibit A of the MOU, on [date] the Renewal Corporation deposited Eight Hundred Ten Thousand Dollars (\$810,000.00) into a trust account (**Trust Account**) at the [] branch of City National Bank (**Bank**) to fund the Siskiyou County Roadway Work, subject to such further terms and conditions for deposits, withdrawals, reporting and accounting, and termination of the account to be established in an implementation agreement to be entered into by the Parties.

WHEREAS, the Parties now enter into this Agreement to implement their respective obligations under Section 3 of Exhibit A of the MOU.

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. Trust Account. Within three (3) business days of the Effective Date, the Renewal Corporation shall provide the County with the then current balance of the Trust Account and such other account information as is reasonably necessary for the implementation of this Agreement. The Renewal Corporation shall bear any cost assessed by the Bank to establish and maintain the Trust Account. Unless and until distributed to the County in accordance with this Agreement, all funds held (and any interest accruing thereon) shall be the sole and exclusive property of the Renewal Corporation.

2. Disbursements from Trust Account. Funds held in the Trust Account shall be held subject to the terms and conditions of this Agreement and for the sole purpose of reimbursing the County for actual costs incurred by the County in the performance of the Siskiyou County Roadway Work (**Reimbursement**). Disbursements from the Trust Account for a Reimbursement shall be made pursuant to a Disbursement Authorization, executed by the Authorized Representatives of both Parties pursuant to Section 3 of this Agreement. The Renewal Corporation shall have no obligation to make or approve any disbursement from the Trust Account prior to FERC's issuance of a Final Order that substantially conforms with the Definite Plan. Except as otherwise provided by Section 4 of this Agreement, no other

disbursement shall be made from the Trust Account to either Party for any purpose whatsoever.

3. Disbursement Authorizations.

3.1 Upon completion of the Siskiyou County Roadway Work (or a portion thereof), the County may submit a request for Reimbursement to the Renewal Corporation. Any such request shall include:

3.1.1 a notice of completed work for which the County is entitled to Reimbursement pursuant to the MOU; and

3.1.2 copies of receipts, invoices, progress reports and other information reasonably required to document the costs actually incurred by the County in the performance of such work.

3.2 Within ten (10) business days of the Renewal Corporation's receipt of a request for Reimbursement, the Renewal Corporation shall provide the County's Authorized Representative an authorization for disbursement from the Trust Account (**Disbursement Authorization**), signed by the Renewal Corporation's Authorized Representative. Upon receipt of a Disbursement Authorization, the County's Authorized Representative may execute the same indicating its approval thereof and return an executed copy thereof to the Renewal Corporation. Within three (3) business days of date that the Renewal Corporation receives a Disbursement Authorization approved and executed by the County, the Renewal Corporation shall direct the Bank to disperse funds from the Trust Account to the County in an amount equal to the Disbursement Authorization, in accordance with the wiring instructions set forth in Schedule 1 to this Agreement.

3.3 Unless otherwise agreed by the Renewal Corporation, the County shall not submit requests for Reimbursement to the Renewal Corporation more frequently than at thirty (30) day intervals. If the Renewal Corporation receives a request for Reimbursement that exceeds the remaining balance of the Trust Account, the Renewal Corporation may issue a Disbursement Authorization for such request in an amount equal to the remaining balance of the Trust Account, but in no event shall the Renewal Corporation be liable for Siskiyou County Roadway Work in an amount (in the aggregate) in excess of \$810,000.00.

4. Term. The term of this Agreement (**Term**) shall commence as of the Effective Date and shall end on the date that is the earliest of the following dates to occur: (a) one year following the Renewal Corporation's Contractor's completion of the work involving heavy loading on Copco Road, Ager Road, and Ager-Beswick Road related to dam removal, (b) the termination of the MOU in accordance with Section 6 of the MOU, or (c) by mutual agreement of the Parties. Upon expiration or termination of the Term, the Renewal Corporation may close the Trust Account and any funds remaining in the Trust Account as of the date of such expiration or termination shall be disbursed to and retained by the Renewal Corporation as its sole and exclusive property.

5. Authorized Representatives. The Parties designate the following individuals to act as their Authorized Representatives for purposes of implementation of this Agreement:

5.5.1 The County:
Thomas Deany

Director, Siskiyou Department of Public Works
1312 Fairlane Road
P.O. Box 1127
Yreka, CA 96097
Phone: 530-842-8275
Email: tdeany@co.siskiyou.ca.us

5.5.2 The Renewal Corporation:
Laura Hazlett
Chief Operations Officer and Chief Financial Officer
Klamath River Renewal Corporation
2001 Addison Street, Suite 317
Berkeley, CA 94704
Phone: 510-679-6928
Email: lhazlett@klamathrenewal.org

Either Party may designate a successor Authorized Representative by giving the other Party notice of such change in accordance with Section 6.

6. Notices. All notices, consents, requests, demands or other communications required or permitted by this Agreement must be in writing and given by personal delivery, email or certified mail and shall be sent to the respective Party's Authorized Representative. Any such communication by a Party shall be deemed to have been received by the other Party (a) upon the delivery date received by the intended recipient if delivered by hand; (b) five (5) business days after it is sent by certified mail, postage prepaid; or (c) if sent by email transmission, when dispatched and acknowledged by the recipient as having been received in full and in legible form.

7. Further Assurances. During the Term, each Party, upon the request of the other Party, shall, without further consideration, execute, deliver and acknowledge all such further documents or instruments as may be reasonably required, and do and perform all such other acts and things as either Party may reasonably request, to effectively carry out the intent of this Agreement.

8. No Third-Party Beneficiaries. This Agreement shall create no rights, responsibilities and/or obligations of any kind whatsoever in, to or from any parties other than the County and the Renewal Corporation.

9. Miscellaneous. This Agreement and the MOU collectively comprise the entire agreement of the Parties with respect to deposits, withdrawals, reporting, accounting and termination of the Trust Account. This Agreement is intended to be and shall be construed as complementary and consistent with the MOU. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the MOU, the terms and conditions of the MOU shall govern and control. This Agreement may not be amended or modified except by a written agreement signed by the Parties. If any terms or conditions of this Agreement are deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in multiple

counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement. This Agreement shall be governed, as applicable, by the laws of the United State of America and the laws of the State of California.

This Agreement is made by and between the undersigned Parties as of the Effective Date.

COUNTY OF SISKIYOU By: _____ Brandon Criss Chair, Board of Supervisors County of Siskiyou State of California Approved as to Legal Form: By: _____ _____ Edward Kiernan, County Counsel Date Approved as to Accounting Form: By: _____ _____ Diane Olson, Auditor-Controller Date	KLAMATH RIVER RENEWAL CORPORATION By: _____ Laura Hazlett Its: Chief Operations Officer and Chief Financial Officer
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DRAFT--NOT REVIEWED OR APPROVED BY OR
ON BEHALF OF ANY PARTY 7/19/22

Schedule 1
[Wiring instructions to be provided by the County]

Exhibit A

**MEMORANDUM OF UNDERSTANDING BETWEEN SISKIYOU COUNTY,
CALIFORNIA AND THE KLAMATH RIVER RENEWAL CORPORATION**



Siskiyou MOU
(executed).pdf