

**EXHIBIT C - MEMORANDUM OF AGREEMENT
REGARDING FUNDING KLAMATH DAM REMOVAL
PROJECT MANAGER**

Memorandum of Agreement
Regarding Funding Klamath Dam Removal Project Manager

This Memorandum of Agreement (MOU) is made by and between the CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW), SISKIYOU COUNTY (County), a political subdivision of the State of California, the KLAMATH RIVER RENEWAL CORPORATION (Renewal Corporation), a California public benefits corporation, and PACIFICORP, an Oregon corporation. CDFW, the County, the Renewal Corporation, and PacifiCorp are each individually referred to in this MOU as a “Party” and collectively as the “Parties.”

RECITALS

Whereas, on November 17, 2022, the Federal Energy Regulatory Commission (FERC) issued an order (the License Surrender Order) approving the November 30, 2020, Amended License Surrender Application and authorized removal of the Lower Klamath Project facilities and related restoration work (the Project) by the Renewal Corporation and associated activities including the construction of the Fall Creek Hatchery and replacement of the Lakeview Bridge (Associated Activities). See Order Modifying and Approving Surrender of License and Removal of Project Facilities, 181 FERC ¶ 61,122 (Nov. 17, 2022).

Whereas, the Renewal Corporation is the Dam Removal Entity responsible for implementing the Project consistent with the Klamath Hydroelectric Settlement Agreement.

Whereas, PacifiCorp has agreed to perform certain Associated Activities, including construction of the Fall Creek Hatchery and replacement of the Lakeview Bridge.

Whereas, the County has determined to actively engage in good faith with CDFW, the Renewal Corporation, and PacifiCorp on implementation of the Project and Associated Activities as authorized by FERC consistent with the County’s obligations as a local regulatory authority.

Whereas, CDFW, the Renewal Corporation, and PacifiCorp (Project Proponents) desire to establish a cooperative relationship with the County and comply with the substance of County permitting regulations and ordinances consistent with FERC’s “good neighbor” policy.

Whereas, the County desires outside expertise and additional capacity for collaborating with CDFW, the Renewal Corporation, and PacifiCorp on activities authorized by FERC and representing the County on technical issues related to the Project and Associated Activities in order to actively engage with CDFW, the Renewal Corporation, and PacifiCorp regarding the Project and Associated Activities.

Now Therefore, in consideration of the foregoing, the Parties agree as follows:

- 1. Effective Date.** This MOU will become effective (the Effective Date) upon the last date this MOU is signed by all Parties.

2. Project Manager Funding. The County will retain and PacifiCorp will fund an independent contractor to act as a Project Manager for the County to help issue and administer county permits relating to the Project and Associated Activities and coordinate with the Renewal Corporation and PacifiCorp on the implementation of the Project and Associated Activities. PacifiCorp will cover the professional service fees and expenses (travel, office space, copies, postage, etc.) for the Project Manager (collectively, Project Manager Costs) up to an annual deposit limit of \$150,000. The County will be solely responsible for all Project Manager Costs that exceed that deposit limit.

- a. **Initial Deposit.** Within 30 days of the Effective Date, PacifiCorp shall deposit One Hundred Fifty Thousand Dollars (\$150,000) with County in connection with the execution of this MOU (the “Initial Deposit”) and the first twelve (12) months of Project Manager Costs. The Initial Deposit and all deposits subsequently made by PacifiCorp are collectively referred to herein as the “Deposit”. County shall use the Deposit to pay all Project Manager Costs. PacifiCorp agrees that County will not pay interest to PacifiCorp on any Deposit amount.
- b. **Subsequent Deposits.** On December 1, 2023, PacifiCorp shall deposit One Hundred Fifty Thousand Dollars (\$150,000) with County in connection with the second twelve (12) months of Project Manager Costs under this MOU. If this deposit is not made on December 1, 2023, the County may stop all processing related to the Project and Associated Activities until this deposit is made. PacifiCorp and KRRC acknowledge that they may suffer undue delay if County halts work due to insufficient Deposit.

If the term of this MOU is extended under Section 3, an additional deposit shall be negotiated by the parties to be made on December 1, 2024, and for any December 1 thereafter that this MOU remains in effect.

- c. **Annual Balance.** If Project Manager Costs over the course of a 12-month funding period are less than the \$150,000 annual deposit, then the remaining balance at the end of the 12-month period will be credited against the \$150,000 deposit for the following 12-month period. For example, if in the first 12 months of this MOU, Project Manager Costs total \$130,000, then the \$20,000 remaining Deposit balance will be credited against the second-year deposit, and PacifiCorp would only be required to pay an additional \$130,000 for the second 12-month period.
- d. **Records.** The County shall maintain accurate accounting and bookkeeping records relating to its Project Manager Costs, including all expenses paid from the Deposit. PacifiCorp may request to review, inspect, copy, and audit these records, including all non-privileged source documents. On a bi-monthly basis, and upon PacifiCorp’s reasonable request, County shall provide a statement of the monies deposited and all County costs paid or reimbursed from the Deposit.

- e. **Return of Unused Funds.** County shall return any unused portions of the Deposit upon (i) the written request of PacifiCorp, accompanied by formal withdrawal of the Project and Associated Activities, or (ii) the written request of PacifiCorp, following all final actions by the County for the Project and Associated Activities. All Project Manager Costs that have accrued up to the date of the County's return of any unused portion of the Deposit will be accounted for and then deducted from the unused portion of the Deposit prior to return, unless a later date of payment is otherwise agreed to in writing by PacifiCorp and County.
3. PacifiCorp will fund the Project Manager position for a twenty-four (24) month period. PacifiCorp and the County may agree in writing to extend the funding term beyond 24 months as necessary to support continued permitting and oversight activities by the County. Based on the Project timeline and the associated activities, it is anticipated that this MOU will be extended. The parties agree to work in good faith to negotiate an extension to this MOU.
4. **Project Manager Responsibilities.** The Project Manager will provide permitting and technical support activities for the County identified in the Scope of Work attached as **Exhibit A**. The County will be solely responsible for directing the Project Manager's activities. The Parties agree that PacifiCorp, CDFW, and the Renewal Corporation will have no role directing or supervising the Project Manager's activities other than as required to facilitate cost forecasting, invoicing, and timely payment of the costs of the Project Manager's services and to document adherence of those services to the Scope of Work.
5. **Selection of Project Manager.** PacifiCorp and the County will work in good faith to promptly select a mutually agreeable Project Manager who has appropriate qualifications to perform the work identified in the Scope of Work. The County will comply with its obligations under Government Code section 4526 to engage engineering and environmental firms on the basis of demonstrated competence and qualifications and at fair and reasonable prices to the County. The County will abide by its procurement policies in selecting the Project Manager.
6. **Required Permits.** The County agrees that it will work diligently, consistent with other permitting obligations, to issue the permits identified in **Exhibit B** after receipt of applications from the Renewal Corporation or PacifiCorp, as applicable. While the County agrees that, consistent with paragraphs 118 through 121 of the License Surrender Order, it will not require the Renewal Corporation or PacifiCorp to obtain permits or other County authorizations beyond those identified on **Exhibit B**, the parties recognize the Project is complex and dynamic and under certain adaptive circumstances Renewal Corporation or PacifiCorp may seek additional permits.
7. **Limitations of Project Manager Activities.** The County agrees that the Project Manager will not be directed or assigned to conduct or support activities unrelated to good faith implementation of the Project and Associated Activities. The County also agrees that the Project Manager will not be used to support

administrative or judicial challenges to any federal or state permit, license, or authorizations related to implementation of the Project or Associated Activities.

- 8. Good Faith.** The County agrees that it will act in good faith to support timely permitting of the Project and Associated Activities as authorized by FERC in the License Surrender Order, consistent with the County's obligations as a local regulatory authority and its existing workload. The Renewal Corporation, or PacifiCorp as applicable, will work in good faith with the County to promptly apply for, and respond to reasonable County information request regarding, the permits identified in **Exhibit B**. The County, the Renewal Corporation, and PacifiCorp will meet at least monthly during the term of this MOU to coordinate regarding the issuance and implementation of County permits addressing aspects of the Project and Associated Activities.
- 9. Termination of Funding.** PacifiCorp may, after consulting with CDFW, unilaterally terminate its funding commitments in Section 2 of this MOU and request a return of its remaining Deposit if the County files, or intervenes in support of, administrative or judicial challenges to any other federal or state regulatory permit or approval relating to the Project or Associated Activities. All Project Manager Costs that have accrued up to the date of the County's return of any unused portion of the Deposit shall be accounted for and then deducted from the unused portion of the Deposit prior to return, unless a later date of payment is otherwise agreed to in writing by PacifiCorp and County.
- 10. Indemnity.** Renewal Corporation shall defend, indemnify, and hold harmless the County and its elected and appointed councils, boards, and commissions, officials, employees, agents, representatives and contractors from any claim, action, or proceeding against County, its agents, officers or employs to attack, set aside, void or annul any decision, determination, or action, made or taken approving, supplementing, or sustaining, the Project, including related approvals and Project conditions imposed by County or any of its agencies, departments, commissions, agents (including consultants), officers or employees, concerning the Project, or to impose personal liability against such agents, officers or employees resulting from their non-negligent involvement in the Project, which action is brought within the time period provided by law, including any claim for private attorney general fees claimed by or awarded to any party from County. County shall provide timely notice of any such claim, action or proceeding and shall actively cooperate with Renewal Corporation in any defense. To the extent that County uses its resources responding to such action, Renewal Corporation shall reimburse County for the documented direct costs within thirty (30) days of receipt of such documentation, subject to resolution of any concerns about the documentation. Such direct costs include, but are not limited to, court fees, engagement of defense counsel for County (following consultation with the Renewal Corporation with respect to effective coordination of defense), or any other direct costs associated with responding to the action. The obligations of Section 10 shall survive the termination of this agreement.

11. Term. The term of this MOU commences on the Effective Date and ends on the date that is the earlier of: (a) the date PacifiCorp’s funding for the Project Manager ends in accordance with Section 3 of this MOU; or (b) the date a Party terminates this MOU in accordance with ~~Section 11~~. Section 12.

12. Termination. A Party may terminate this MOU by providing 30 days written notice to the other Parties.

13. Agreement not a Debt or Liability of the County. The County shall in no way be obligated to advance any of its own funds in connection with the Project Manager Costs. No member of the Board of Supervisors, or other officer, employee or agent of the County shall to any extent be personally liable hereunder.

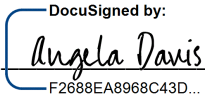
14. Miscellaneous. This MOU contains the entire agreement between the Parties with respect to the subject matter thereof and supersedes all other prior understandings, communications, and agreements, oral or written, between the Parties with respect to the subject matter of this MOU. This MOU may not be amended or modified except by a written agreement signed by the Parties. If any terms or conditions of this MOU are deemed to be invalid or unenforceable, the remainder of this MOU shall not be affected thereby. This MOU 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 MOU shall be governed the laws of the United State of America and, as applicable, the laws of the State of California. Venue for all legal proceedings shall be in the Superior Court for the County of Siskiyou. This MOU is binding upon the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, each of the Parties and Concurring Parties has executed this Hatchery Agreement:

Parties

Siskiyou County

California Department of Fish and Wildlife

Signature:  _____
F2688EA8968C43D...

Signature: _____

Name: Angela Davis

Name: _____

Title: County Administrator

Title: _____

Date: 12/20/2022

Date: _____

Klamath River Renewal Corporation

Signature: DocuSigned by:
Mark Bransom
5CD36C96E50F480...

Name: Mark Bransom

Title: Chief Executive Officer

Date: 1/4/2023

PacifiCorp

Signature: DocuSigned by:
Tim Hemstreet
05FA6D4C336646F...

Name: Tim Hemstreet

Title: Vice President, Renewable Power Development

Date: 1/4/2023

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IN WITNESS WHEREOF, each of the Parties and Concurring Parties has executed this Hatchery Agreement:

Parties

Siskiyou County

California Department of Fish and Wildlife

Signature: _____

Signature: DocuSigned by:

A5CA2FD44A1A4F2...

Name: _____

Name: Charlton H. Bonham

Title:

Title: Director

Date: _____

Date: 12/30/2022

Exhibit A – Scope of Work

Project management services will be limited to supporting good faith implementation of the Project as authorized by FERC and may consist of the following activities including, but not limited to:

- Under general supervision and reporting to the County Administrator or Deputy County Administrator, this position performs project management activities related to the Project which achieve, but are not limited to, planning, establishing, and execution of:
 - Organizing and planning coordination with the State of California, Klamath River Renewal Corporation, PacifiCorp, County contractors/consultants, and other entities/individuals as needed for the Project.
 - Drafts and manages Memorandums of Understanding (MOU) and/or other similar documents with entities and agencies related to the Project.
 - Prepares reports to take before the Board of Supervisors related to the Project.
 - Attends Project-related meetings, and obtains and tracks all information related to the Project as it occurs in the County.
 - Acts as a point of contact for Project proponents and their consultants.
 - Organizes and evaluates Project information.
 - Works closely with departments, other organizations, and leaders to ensure coordination and responsiveness to requests that are related to the Project.
- Assist in the development and application of internal timelines related to the Project, following general guidelines or professional and administrative standards in accomplishing assignments;
- Plan and assist others in establishing Project permitting schedules and milestones; prepare, and communicate schedules and report on progress of Project related activities; develop critical path or project flow diagrams to plan, set and evaluate progress on Project related permitting or MOU tasks; timely communication of any deviations from the schedule and propose alternatives to align Project related activities with planned schedule;
- Timely prioritize and direct the County work of Project-related assignments and be responsible for County quality and schedule;
- Work closely with the Director of Community Development, Director of Public Works, County Administration and the local Air Pollution Control District to coordinate Project related work;
- Provide regular reports to the County Administrator or Deputy Administrator, and others in the County organization on the status of projects and other assignments;
- Coordinate with County Counsel's Office on the preparation and review of required documents;
- Suggest, discuss, and implement strategies to improve communication, processing of approvals, and positive outcomes for the County.

- Evaluate the work effort required for Project related tasks and identify the resources to provide that work effort;
- Prepare project staff reports as needed and make presentations to the Board of Supervisors, Planning Commission, and other advisory bodies as needed.
- Build and maintain positive working relationships with co-workers, other employees and the public using principles of good customer service and communication;
- Perform related duties and assignments as required.

EXHIBIT B



December 5, 2022

Memorandum

To: Elizabeth Nielsen
Deputy County Administrator

Natalie Reed
Assistant County Counsel
Siskiyou County

From: Richard Roos-Collins
General Counsel, Klamath River Renewal Corporation

Thru: Dustin Till
Assistant General Counsel, PacifiCorp

Kevin Takei
Senior Attorney, Office of General Counsel, California Department of Fish and
Wildlife

Re: **County Permits for Compliance with License Surrender Order for Lower
Klamath Project**

On November 17, the Federal Energy Regulatory Commission (FERC) issued the license surrender for the Lower Klamath Project. This order approved the detailed engineering specifications, means and methods, and schedule for dam removal and habitat restoration, as submitted by the Renewal Corporation. As co-licensee along with the States of California and Oregon, we must comply with the license surrender order.

The Renewal Corporation provides this memo to specify the County permits that we believe are appropriate for the purpose of implementing the license surrender order. Table 1 relates to dam removal work that the Renewal Corporation will perform, and Table 2 relates to Fall Creek hatchery construction that PacifiCorp will perform on its

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 Natalie Reed
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property. These permits will contribute to protection of health and safety, as well as property.

As stated in the license surrender order (paragraphs 118 to 121), FERC has a good neighbor policy with respect to preemption under the Federal Power Act. A licensee complies with local requirements where possible but is not expected to comply with other requirements that would “conflict with” a license order or make compliance “impossible or unduly difficult.”

The Renewal Corporation and PacifiCorp will continue to work cooperatively with the County to refine the list of applicable permits in Table 1 and 2. We will submit applications, pay associated fees, and support County staff in the expedited issuance of such permits. However, the Renewal Corporation will not seek other County permits or approvals that would purport to change specifications, means and methods, and schedule authorized in the license surrender order.

Table 1.
Construction Work by Klamath River Renewal Corporation

Permit	Description of Construction Work	Agency & Contact
Hazardous Materials Business Plan (New)	<i>Storage and generation of regulated materials related to construction.</i> <u>Applicant:</u> Kiewit, RES	Dan Wessell Deputy Director Division of Environmental Health Phone: 530-841-2100 Fax: 530-841-4076
Business Licenses (New and Renewal)	<i>Permit for entities doing business in Siskiyou County</i> <u>Applicant:</u> Kiewit, RES, Renewal Corporation, McMillen Jacobs Engineering, and others as appropriate	Jennifer Taylor Treasurer – Tax Collector’s Office Phone: 530-842-8340 or 888-854-2000 ext.8340
Sign Permit <i>Coordination: Meet with County staff with signage types and locations to establish if permits are necessary.</i>	<i>Signage for public information</i> - <i>General marquee sign</i> - <i>Overall Project Information signs</i> - <i>Temporary construction signs</i> <u>Applicant:</u> Kiewit, RES, Renewal Corporation, McMillen Jacobs Engineering	Hailey Lang Deputy Director Planning Division Phone: 530-841-2100 Fax: 530-841-4076 e-mail: hlang@co.siskiyou.ca.us
Encroachment Permit <i>Coordination: Meet with County staff to review locations and MOU regarding road improvements</i>	<i>Ager-Beswick radius increase. Copco Road pre-emptive roadwork (if applicable).</i> <u>Applicant:</u> Kiewit	Terry Smith Public Works Thomas Deany, Director Public Works Phone: 530-842-8250

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Permit	Description of Construction Work	Agency & Contact
Over Dimensional Permit <i>Coordination: MOU includes an option for issuing a project-wide permit. Coordinate with County to establish process.</i>	<i>Oversized loads.</i> <u>Applicant:</u> Kiewit, RES	Thomas Deany Siskiyou County Department of Public Works 1312 Fairlane Road, Yreka, CA 96097 - Phone: 530-842-8250
Building Permits for Construction Camps	- <i>Temporary work and RV/housing trailers for project personnel (similar to a fire camp). Existing housing footprint area will be utilized for temporary trailers.</i> <i>Copco Village:</i> - <i>Septic approval (completely self-contained unit)</i> - <i>Water lines, storage tanks</i> - <i>Electrical hookups, and service</i> <i>Iron Gate</i> - <i>Temporary Office Trailers (self-contained)</i> <u>Applicant:</u> Kiewit, RES, McMillen Jacobs Engineering	Glenn Shockency Deputy Director Building Division Phone: 530-841-2100 Fax: 530-841-4076
Demolition Permit <i>Coordination: Establish if demolition permit is applicable for removal of buildings.</i>	- <i>Demolition of houses and administrative buildings only.</i> <u>Applicant:</u> Kiewit, RES	Glenn Shockency Deputy Director Building Division Phone: 530-841-2100 Fax: 530-841-4076
Septic Tank Decommissioning Inspection	<i>Decommissioning of existing septic systems at recreation and housing sites.</i> <u>Applicant:</u> Kiewit, RES, Renewal Corporation, PacifiCorp	Dan Wessell Deputy Director Division of Environmental Health Phone: 530-841-2100 Fax: 530-841-4076

Table 2.
Construction Work by PacifiCorp

Permit	Description of Construction Work	Agency & Contact
Hazardous Materials Business Plan (New)	<i>Storage and generation of regulated materials related to construction.</i> <u>Applicant:</u> PacifiCorp/JR Merit	Dan Wessell Deputy Director Division of Environmental Health Phone: 530-841-2100 Fax: 530-841-4076
Business Licenses (New and Renewal)	<i>Permit for entities doing business in Siskiyou County</i>	Jennifer Taylor Treasurer – Tax Collector’s Office

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 Natalie Reed
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Permit	Description of Construction Work	Agency & Contact
	<u>Applicant:</u> PacifiCorp/JR Merit	Phone: 530-842-8340 or 888-854-2000 ext.8340
Sign Permit <i>Coordination: Meet with County staff with signage types and locations to establish if permits are necessary.</i>	<i>Signage for public information</i> <ul style="list-style-type: none"> - <i>General marquee sign</i> - <i>Overall Project Information signs</i> - <i>Temporary construction signs</i> <u>Applicant:</u> PacifiCorp/JR Merit	Hailey Lang Deputy Director Planning Division Phone: 530-841-2100 Fax: 530-841-4076 e-mail: hlang@co.siskiyou.ca.us
Encroachment Permit <i>Coordination: Meet with County staff to review locations and determine need for permit.</i>	<i>Ingress/Egress to the Fall Creek Hatchery</i> <u>Applicant:</u> PacifiCorp/JR Merit	Terry Smith Public Works Thomas Deany, Director Public Works Phone: 530-842-8250
Over Dimensional Permit	<i>Oversized loads.</i> <u>Applicant:</u> PacifiCorp/JR Merit	Thomas Deany Siskiyou County Department of Public Works 1312 Fairlane Road, Yreka, CA 96097 - Phone: 530-842-8250
Building Permits for FCH Building(s)	<i>Construction of human occupied building(s).</i> <ul style="list-style-type: none"> - <i>Building code for structure</i> - <i>Electrical and plumbing code</i> - <i>No permit applicability to the fish holding related facility.</i> <u>Applicant:</u> PacifiCorp/JR Merit	Glenn Shockency Deputy Director Building Division Phone: 530-841-2100 Fax: 530-841-4076

EMAIL DETAILING CORRECTON TO SECTION 11

 Reply  Reply All  Forward  IM



Wed 1/4/2023 9:48 AM

Elizabeth Nielsen

Project Manager MOU - Minor Correction

To Till, Dustin (PacifiCorp); Natalie Reed; Richard Roos-Collins; Takei, Kevin@Wildlife; Andres, Todd (PacifiCorp)
Cc Glenn Shockency; Rick Dean

Hello All,

PacifiCorp caught a minor issue with the Project Manager MOU.

Section 11. Term incorrectly references Section 11 in the last line of the Section. This reference should actually be to *Section 12. Termination*. The MOU was uploaded to DocuSign prior to catching this error, so I will make this correction to the final PDF after all other parties have finished signing. Please let me know if you have any concerns with this approach. Below for your convenience are the Sections I am referring to.

11. Term. The term of this MOU commences on the Effective Date and ends on the date that is the earlier of: (a) the date PacifiCorp's funding for the Project Manager ends in accordance with Section 3 of this MOU; or (b) the date a Party terminates this MOU in accordance with Section 11.

12. Termination. A Party may terminate this MOU by providing 30 days written notice to the other Parties.

Thanks!

Elizabeth Nielsen
Deputy County Administrator
County of Siskiyou
1312 Fairlane
Yreka, CA 96097
(530) 842-8012