

COUNTY OF SISKIYOU  
CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Administration  
ATTN: Elizabeth Nielsen, Deputy County Administrator  
1312 Fairlane Road  
Yreka, CA 96038  
(530) 842-8012  
[enielsen@co.siskiyou.ca.us](mailto:enielsen@co.siskiyou.ca.us)

And

CONTRACTOR: CKM Environmental  
ATTN: Chelsea Murphy  
1000 Speer Boulevard  
Denver, Colorado 80204  
[cmurphy@ckm-environmental.com](mailto:cmurphy@ckm-environmental.com)

**ARTICLE 1. TERM OF CONTRACT**

**1.01** Contract Term: This Contract shall become effective on February 10, 2023 and shall terminate on December 1, 2023, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

**2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

**ARTICLE 3. SERVICES**

**3.01** Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" and "B" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work

shall be monitored by the Elizabeth Nielsen, Deputy County Administrator or his or her designee.

To the extent that Exhibit A or B contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

**3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

**3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

#### **ARTICLE 4. COMPENSATION**

**4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit D, the not to exceed amount of seventy-five thousand Dollars and no/100 cents (\$75,000.00) for the term of the contract.

**4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.

**4.03** Date for Payment of Compensation: County will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.

**4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County, excepting those expenses that are identified in Exhibit D.

#### **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

**5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

- 5.02** Contract Management: Contractor shall report to the Elizabeth Nielsen, Deputy County Administrator or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Intentionally Omitted. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial

General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are 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 identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

**5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

**5.12** Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

**5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

**5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its

specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.
- 5.21** Terms of Project Funding: Contractor agrees to, and shall, comply with all applicable terms of the County's Memorandum of Agreement with the California Department of Fish and Wildlife, Klamath River Renewal Corporation, and PacifiCorp, attached hereto as Exhibits C.

## **ARTICLE 6. OBLIGATIONS OF COUNTY**

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

## **ARTICLE 7. TERMINATION**

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
  2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

## ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action

brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.

- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**8.15 No Reliance On Representations:** Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
ED VALENZUELA, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

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

CONTRACTOR: CKM Environmental

Date: \_\_\_\_\_

\_\_\_\_\_  
Chelsea Murphy, Owner

License No.: \_\_\_\_\_  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. \_\_\_\_\_

ACCOUNTING:  
Fund      Organization      Account      Activity Code (if applicable)  
1001      772063      212076      (PGM Klamath Dam Removal)

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$75,000.00

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

EXHIBIT A - SCOPE OF WORK AS  
PROVIDED IN MOU AND  
DECEMBER 5, 2022,  
MEMORANDUM FROM RICHARD  
ROOS  
COLLINS TO ELIZABETH NIELSEN

## 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.

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

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**

<b>Permit</b>	<b>Description of Construction Work</b>	<b>Agency &amp; Contact</b>
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

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

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"> <li>- <i>General marquee sign</i></li> <li>- <i>Overall Project Information signs</i></li> <li>- <i>Temporary construction signs</i></li> </ul> <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"> <li>- <i>Building code for structure</i></li> <li>- <i>Electrical and plumbing code</i></li> <li>- <i>No permit applicability to the fish holding related facility.</i></li> </ul> <u>Applicant:</u> PacifiCorp/JR Merit	Glenn Shockency Deputy Director Building Division Phone: 530-841-2100 Fax: 530-841-4076

EXHIBIT B - SCOPE OF SERVICES AS PROVIDED BY CKM  
ENVIRONMENTAL



## COMPANY PROFILE



CKM is a woman owned, small business (sole proprietorship) that focuses on ecological restoration, sustainability, federal and state environmental permitting and compliance, program/project management support, and grant writing. Started in 2022 by Chelsea Murphy, CKM brings over 16 years of experience working in the large-scale project, ecological restoration, and resilience spaces. Established in Colorado (Business License #20221213219), CKM has clients throughout the Country including many in California and is therefore registered with a good standing as a limited liability company in California (Business License #202252812548). CKM is currently working with only 5 clients on projects ranging from North Carolina to California. Therefore, CKM is dedicated and available to assist on this project over the two-year project period, and beyond, if requested. CKM can provide project management support, environmental resource permitting and compliance support, large-scale construction project knowledge, ecological restoration expertise, and public outreach/stakeholder engagement services to the County. As CKM is a very small firm, we have teamed with SWCA Environmental Consultants (SWCA), to provide additional professional capacity and support if required by the Project, as well as cover environmental subjects not housed by CKM (e.g., cultural resource specialists, environmental engineers, hydrologists, etc.). CKM has worked with key staff from SWCA for over 8 years, and have a trusting, seamless working relationship, as exemplified in the current Klamath Dam Project that SWCA is leading. Although both CKM and SWCA are currently involved in the Klamath Project, we have not, nor are currently representing any of the other stakeholders involved in the Project, and therefore do not have a direct or indirect Conflict of Interest on the project.



SWCA provides a full spectrum of environmental services focused on planning, natural and cultural resource management, air quality, permitting, regulatory compliance, and water resources and climate change consulting. We are an employee-owned firm of approximately 1,100 scientists, planners, and technical specialists who combine scientific expertise with in-depth knowledge of permitting and compliance protocols to achieve technically sound, cost-effective solutions for our clients. SWCA serves clients from a wide variety of industries and levels of government. Working in both the public and private sectors, we solve industry-specific environmental issues as well as facilitate communication between organizations, helping stakeholders find common ground. Since 1981, SWCA has helped public and private clients overcome environmental challenges and move their projects forward. We work together to understand the full life cycle of any project, from inception to completion. In the face of rapid environmental, economic, and societal changes, our purpose is simple: to preserve natural and cultural resources for tomorrow while enabling projects that benefit people today. We do that by offering a suite of environmental consulting services combined with local knowledge, regulatory expertise, and high-quality service. We build long-term, trusting relationships with our clients and guide their projects to successful completion.

## TECHNICAL APPROACH

Below is CKM's approach to assisting the County in a PM position for the Project. As the full scope of the work required under the MOA is not 100% finalized (i.e., there will likely be shifting priorities and needs throughout the life of the PM position), our approach is meant to be flexible and fluid, allowing the PM to focus on the immediate needs of the County and the Project, and allowing us to adapt to shifting priorities over the two years. We have structured our approach to give us a block of time under each task, with suggestions on what our work will entail. However, if awarded, we will continually work with the County



Administrator and/or Deputy Administrator to ensure our time is spent efficiently and effectively on accomplishing the tasks most needed by the County. The addition of SWCA as a teaming partner allows CKM to add any specialized expertise and SMEs to the Team, as required by the Project, beyond just the PM position. While the SMEs are not called out specifically under each task below, they can be added to the Team under any of the proposed tasks, under the existing proposed budget (see Volume II, Price Proposal). Our overall approach to the scope of work (SOW) is to establish timesaving, effective means of communication between the County Administration, County Departments, the Board of Supervisors, the Project Stakeholders, and the public.

## TASK 1. PROJECT MANAGEMENT

Having worked with the County on the Project since 2018, the PM will be able to start in the position with an established document library, which will include relevant project documents from KRRC, FERC, and PacifiCorp, as well as memos, filings, and research documents produced by CKM and SWCA for the County. This document library will be housed on a secure, password protected, online Microsoft SharePoint site that will be accessible to the County staff who are working on the Project. In addition to the document library, the SharePoint site will also include the following: a project calendar with milestones (permit timelines, Memorandums of Understanding (MOUs) dates, start of construction activities, project meetings, public meetings, etc.); critical path/project flow diagrams for permits/MOU tasks (which may be developed in specific project management software, such as Microsoft Project); meeting notes; permit files (i.e. a place to collaboratively draft permits and MOUs, or other project documentation); reporting templates; and public outreach materials, etc. This will be one of the main avenues for the County staff to communicate with the PM. The SharePoint site will also include a chat function, so questions from the County can be posed on the SharePoint site, and answered by the PM, or other members of the SharePoint. This will facilitate immediate and effective project information sharing.

Immediately after contracting is complete, the PM will host a kick-off call via a virtual meeting (either Zoom or Microsoft Teams) with the County Administrator, and/or the Deputy County Administrator (Administrators) to discuss immediate needs, establish a project schedule, review the proposed SharePoint site organization, and discuss the County Divisions and agencies involved in the Project. The PM will work with the County on establishing a comprehensive contact list for all parties involved in the Project, which will be based on the County Permit List (provided as an attachment to the Request for Proposal [RFP]), with additional contacts for the construction contractor (Kiewit), restoration contractor (RES), KRRC, PacifiCorp, as well as agencies such as CDFW, the United States Fish and Wildlife Service (USFWS), the Bureau of Reclamation (BOR), and other stakeholders, like the Klamath Water Users Association.

Once the contact list has been established, the PM will begin reaching out to the different County Divisions to establish an introductory call. This call can either come in the form of a single introduction meeting (with all the Divisions present), or individual meetings with each Division. We will discuss the PM's role in the Project, current and upcoming permitting and compliance work being done on the Project, the support needs of each Division on the Project, and any Project concerns/issues that need resolution. The PM will also present the SharePoint site to County staff and encourage use of the site for Project related information. In addition, the PM will establish introductory calls with important Project stakeholders, at the direction of the County Administrator(s). These meetings will likely be with KRRC, PacifiCorp, and Kiewit, at a minimum, and will establish the PM as the County's Project representative. During these calls, the PM will gain a better understanding of the upcoming project activities, communicate with the stakeholders the immediate needs of the County, and will review/discuss a permitting and compliance



schedule. In addition, the PM will work on establishing reoccurring calls with both the internal and external parties to keep the lines of communication open.

Under Task 1, the PM will complete any project reporting necessary to keep the Board of Supervisors, County Administrators, and the public up to date on Project progress. The PM will also utilize time under this task to continue to update the SharePoint site, the Project document library, and the project schedule. Tracking spreadsheets (or Microsoft Project tools) will also be created, to track the schedule (for the overall project, as well as each County Divisions permitting timetables and milestones).

### ***DELIVERABLES***

The following deliverables will be submitted under Task 1. These are examples of potential deliverables and should not be considered all inclusive.

- SharePoint Site and any updates, including a Document Library
- Project Calendar
- Project Schedule and Tracking Spreadsheet
- Permit Schedule and Tracking Spreadsheet
- Project Issue Tracker
- Project Progress Reports
- Stakeholder Contact List
- Meeting Agendas and Notes

## **TASK 2. MEETINGS AND COORDINATION**

A major component of the PM role will be effectively communicating Project progress, concerns, issues, and resolutions, across the many different interested parties. With such a large-scale project, with many different stakeholders and participants, it is possible for project-related information to be misplaced, schedules to be missed, and miscommunication to occur. The PM will provide crucial organization and communication support for the County. To best provide this support, there will need to be a high level of trust established between the PM and the County staff. To help create and grow this trust, the PM will travel to Siskiyou County soon after the introductory calls have been completed (see Task 1). The PM will meet in-person with the County and divisional staff, to go over the preliminary project schedule, hear the County's concerns face-to-face, and work on building a relationship with the Project Team. During the proposed week-long visit, the PM will visit the Project Site, hopefully with County Staff, to best understand the locations of work that is of specific concern, or interest to the County. To the best of her ability, the PM will schedule the in-person visit during the same week that a public Board of Supervisors meeting on the Project will be held (we understand these will occur monthly throughout the life of the Project). This way, the PM can be introduced to the Board and the public, and she can hear firsthand the immediate concerns/needs of the Board and their constituents. If possible, the PM will also try and schedule in-person meetings with the Administrators and Project stakeholders (such as PacifiCorp, the KRRC, Kiewit, etc.) during the week she is in Siskiyou County.

To help keep the Administrators informed, and to receive County direction on the Project, the PM will establish bi-weekly catch-up calls with the Administrators and any additional staff that may be needed on those calls (i.e., general council). These calls will be succinct and to the point, discussing any new Project information, upcoming deadlines and meetings, and any Project concerns. The PM will also direct the County to review any new information posted on the SharePoint site, or to any updates to the Project/permit schedules, and/or the document library. In addition to the bi-weekly Administrator meetings, the PM will also establish regularly scheduled Project meetings with the different County



Divisions. These meetings will emulate the Administrator meetings, but will be focused on the specific needs of each division (the specific permits and concerns associated with the Public Works Division, for example). At this time, these meetings are also proposed bi-weekly; however, the frequency of these calls will be determined once the Project is underway. In addition, CKM proposes that the PM schedule two additional in-person weeks with Project staff in Siskiyou County in the first year. These visits will be determined with direction of the County and will coincide with important project dates (such as the installation of the Yreka Water Line, the construction of Lakeway Bridge, construction of offices and work camps, etc.). In 2024, four in-person site visits are proposed to occur during important construction milestones (such as at the start of drawdown, at the start of demolition or blasting, when access roads are being developed, etc.). To the best extent possible, these week-long visits will also include in-person meetings with Project stakeholders, the public, and the Board of Supervisors.

Task 2 also includes labor time for conducting external communications with stakeholders and the public. CKM assumes that regular meetings with the KRRC, Kiewit, CDFW, PacifiCorp, and other entities will need to occur to keep the County abreast of Project changes, issues, resolutions, schedule changes, etc. In addition, the PM plans on attending (primarily virtually) the monthly public Board of Supervisor meetings that will be held to keep the public up to date on the Project. The PM, at the direction of the County, can provide regular Project updates, create public informational materials (handouts, presentations, etc.), and field questions from the public as part of these Board meetings. Our proposed PM, Ms. Murphy, has extensive experience facilitating public meetings, particularly on contentious projects. Beginning in 2010 Ms. Murphy served as a public liaison for a large environmental sampling program during the Deepwater Horizon Oil Spill in the Gulf of Mexico, having to communicate information to a hostile and disenfranchised public. Since then, she has been responsible for hosting and managing small to large scale meetings both virtually and in person (see the Illinois Floodplain Feasibility Study Project in Appendix A). If directed by the County, Ms. Murphy can host either in-person or virtual public meetings about the Project. These informational public meetings may be helpful particularly in relation to the LIMF, as the PM can transmit the application requirements and guidelines of the Fund to the public and provide assistance answering questions and providing solutions to landowner challenges related to the Project.

### ***DELIVERABLES***

The following deliverables will be submitted under Task 2. These are examples of potential deliverables and should not be considered all inclusive.

- Meeting Agendas and Notes
- Meeting Materials (i.e., Presentations, Handouts)
- Meeting Recordings (Video and Voice)

## **TASK 3. PERMITS/MOUs AND MONITORING**

As per the RFP, CKM understands that the various County Divisions may need assistance with reviewing, developing, approving, and tracking Project-related Permits, MOUs, MOAs, and other regulatory documents. In addition, as “boots-on-the-ground” work commences, it is imperative that the County engage with the Project by periodically monitoring onsite activities to ensure Permit and mitigation requirements are being met. The PM will provide oversight (i.e. help maintain timelines and met milestones of reviewing and approving permits) and direct work on these tasks (such as drafting MOUs or other regulatory documents), and help the County establish a monitoring schedule, assist with preparing Project permits/MOUs, as well as staff reports to present to the Board of Supervisors, the Planning Commission, or other advisory bodies that will address the County staff’s work on the Project, or make a case for additional staff needed to ensure regulatory compliance.



### *DELIVERABLES*

The following deliverables will be submitted under Task 3. These are examples of potential deliverables and should not be considered all inclusive.

- Draft and Final Environmental Documents (e.g., MOUs)
- Comments on Permits and Regulatory Documents
- Staffing Reviews and Reports
- Establish Monitoring Protocols and Schedules
  - Including Project Monitoring Templates based on Permits/Environmental Documents



Being comprised of predominantly rural communities, CKM understands that not all interested public parties have access to reliable internet, and therefore a variety of different outreach methods will be required for the Project. If requested by the County to conduct public outreach, Ms. Murphy will begin by drafting a public outreach plan. This plan will include outline the exact methods and frequency of the outreach campaign and will be approved by the County prior to engagement commencing. It will also include a list of interested community members and organizations, and will identify opportunities to build off of the County's already robust public communications (e.g. getting involved during public Board of Supervisors meetings). Potential methodologies and avenues for public engagement may include (but are not limited to): creating a County specific website or page on the County's website that is dedicated to updating the public on the Project; presenting Project information at the monthly Project specific Board meetings; identifying and then communicating Project information directly to community leaders (i.e. church leaders, social clubs, etc.); creating Project informational materials to be handed out, or available at local businesses (e.g. grocery stores); creating a dedicated email address that the public can send questions/concerns to, which will be monitored by Ms. Murphy on behalf of the County; hosting webinars or virtual meetings where Project information is shared and concerns are heard; and/or hosting in-person meetings once a quarter to update the public on the Project.

We understand our role is to represent the County's interest in the Project. As we will be the main point-of-contact for the public, regulators, Project proponents, and other stakeholders on behalf of the County, it is extremely important that we maintain professionalism and do not commit the County to any obligations on the Project that the County Administrator or Deputy Administrator have not already approved. When acting as liaison, Ms. Murphy will maintain neutrality in her discussions with regulators, field staff, contractors, etc., acting mostly in a listening capacity, gathering information to relay back to the County. She will convey any messages, concerns, questions, to these parties, only after receiving messaging approval from the County. Ms. Murphy will never express personal opinions regarding the Project to any party while serving in this role.

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

**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.

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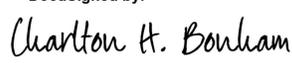
IN WITNESS WHEREOF, each of the Parties and Concurring Parties has executed this Hatchery Agreement:

***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

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**

<b>Permit</b>	<b>Description of Construction Work</b>	<b>Agency &amp; Contact</b>
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> - General marquee sign - Overall Project Information signs - Temporary construction signs  <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

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

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"> <li>- <i>General marquee sign</i></li> <li>- <i>Overall Project Information signs</i></li> <li>- <i>Temporary construction signs</i></li> </ul> <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"> <li>- <i>Building code for structure</i></li> <li>- <i>Electrical and plumbing code</i></li> <li>- <i>No permit applicability to the fish holding related facility.</i></li> </ul> <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

## Exhibit D - Fee and Price Schedule



## PRICE PROPOSAL

CKM Environmental, LLC. (CKM) will serve as the prime contractor, with Ms. Chelsea Murphy being proposed as the Project Management (PM). To assist the County of Siskiyou (County) with administering and managing County permits related to the removal of the Lower Klamath Project facilities (Project) we have proposed three scope of work (SOW) tasks: Task 1. Project Management, Task 2. Meetings and Coordination, and Task 3. Permits/MOUs and Monitoring. The breakdown of hours and costs by task is an estimation of time that may need to be spent on those associated activities. However, the level of effort under each task may change, as directed by the County. The total value of the potential contract is the ceiling amount of the Memorandum of Agreement (MOA). As specified in the MOA, this is a two-year contract period. While most of the SOW will be similar in Year 2, as in Year 1, CKM has proposed two separate cost estimates, by Year. The major difference is a slight bill rate increase of 5% in Year 2 to account for inflation and other administrative costs.

Although SWCA Environmental Consultants (SWCA) is proposed in Volume I of this proposal as a teaming partner to CKM, we have not accounted for their time in the proposed budget. If requested by the County, or required by the Project, subject matter experts (SMEs) from SWCA may be included as part of the CKM Team. A separate cost estimate for SWCA will be provided to the County by CKM, and approved prior to SWCA staff working on the Project. Any funds needed by SWCA will be drawn from the total dollar value of the overall contract. No additional funds will be requested to include SME support.

All travel funds necessary for the PM role will be billed at cost to the County with no mark-up. The travel costs were estimated using the General Services Administration (GSA) 2023 federal rates for mileage and per-diem, plus real-time estimated costs for airfare, hotel, and car rental.

**Table 1. Year 1 Cost Estimate**

Task	Labor Rate	Hours	Labor Costs	Expenses	Total \$
Task 1. Project Management	\$157.50	178	\$28,035.00	\$0	\$28,035.00
Task 2. Meetings and Coordination	\$157.50	444	\$69,930.00	\$9,445.00	\$79,375.00
Task 3. Permits/MOUs & Monitoring	\$157.50	270	\$42,525.00	\$0	\$42,525.00
<b>Project Total</b>					<b>\$149,935.00</b>

**Table 2. Year 2 Cost Estimate**

Task	Labor Rate	Hours	Labor Costs	Expenses	Total \$
Task 1. Project Management	\$165.38	156	\$25,798.50	\$0	\$25,798.50
Task 2. Meetings and Coordination	\$165.38	484	\$80,041.50	\$12,735.00	\$92,776.50
Task 3. Permits/MOUs & Monitoring	\$165.38	190	\$31,421.25	\$0	\$31,421.25
<b>Project Total</b>					<b>\$149,996.25</b>



**Klamath Dam Removal Project Manager – Price Proposal**

**Table 3. Year 1 Cost Breakdown**

Task	Labor Rate	Hours	Labor Costs	Expenses	Total
<b>1. Project Management</b>					
A. Kick-off Call	\$157.50	4	\$630.00	\$0	\$630.00
B. Intro Calls	\$157.50	18	\$2,835.00	\$0	\$2,835.00
C. Project Reporting	\$157.50	65	\$10,237.50	\$0	\$10,237.50
D. Documentation Organization	\$157.50	52	\$8,190.00	\$0	\$8,190.00
E. Scheduling and Tracking	\$157.50	39	\$6,142.50	\$0	\$6,142.50
<b>2. Meetings &amp; Coordination</b>					
A. Bi-Weekly Meetings with PM	\$157.50	36	\$5,670.00	\$0	\$5,670.00
B. Bi-Weekly Department Meetings	\$157.50	48	\$7,560.00	\$0	\$7,560.00
C. External Meetings	\$157.50	192	\$30,240.00	\$0	\$30,240.00
D. In Person Meetings	\$157.50	120	\$18,900.00	\$9,445.00*	\$28,345.00
E. Monthly Board Meetings	\$157.50	48	\$7,560.00	\$0	\$7,560.00
<b>3. Permits/MOUs &amp; Monitoring</b>					
A. Permit Writing and Review	\$157.50	90	\$14,175.00	\$0	\$14,175.00
B. MOU Writing and Review	\$157.50	90	\$14,175.00	\$0	\$14,175.00
C. Staffing and Monitoring	\$157.50	90	\$14,175.00	\$0	\$14,175.00
<b>Project Subtotal</b>			<b>\$140,490</b>	<b>\$9,445.00*</b>	
				<b>Project Total</b>	<b>\$149,920.00</b>

\*Expenses include: All travel costs for the three proposed in-person meetings in Year 1 (i.e., airfare, hotel stay, car rental, per diem, etc.), as well as printed meeting materials.



**Table 4. Year 2 Cost Breakdown**

Task	Labor Rate	Hours	Labor Costs	Expenses	Total
<b>1. Project Management</b>					
A. Project Reporting	\$165.38	65	\$10,237.50	\$0	\$10,749.38
B. Documentation Organization	\$165.38	52	\$8,190.00	\$0	\$8,599.50
C. Scheduling and Tracking	\$165.38	39	\$6,142.50	\$0	\$6,449.63
<b>2. Meetings &amp; Coordination</b>					
A. Bi-Weekly Meetings with PM	\$165.38	36	\$5,670.00	\$0	\$5,953.50
B. Bi-Weekly Department Meetings	\$165.38	48	\$7,560.00	\$0	\$7,938.00
C. External Meetings	\$165.38	192	\$30,240.00	\$0	\$31,752.00
D. In Person Meetings	\$165.38	160	\$26,460.00	\$12,735.00*	\$39,195.00
E. Monthly Board Meetings	\$165.38	48	\$7,560.00	\$0	\$7,938.00
<b>3. Permits/MOUs &amp; Monitoring</b>					
A. Permit Writing and Review	\$165.38	30	\$4,961.25	\$0	\$4,961.25
B. MOU Writing and Review	\$165.38	30	\$4,961.25	\$0	\$4,961.25
C. Staffing and Monitoring	\$165.38	130	\$21,498.75	\$0	\$21,498.75
<b>Project Subtotal</b>			<b>\$137,261.25</b>	<b>\$12,735.00*</b>	
				<b>Project Total</b>	<b>\$149,996.25</b>

\*Expenses include: All travel costs for the four proposed in-person meetings in Year 2 (i.e., airfare, hotel stay, car rental, per diem, etc.), as well as printed meeting materials.

## ASSUMPTIONS

Below are CKM’s assumptions for the two-year project period. These assumptions are intended to assist the County with reviewing the level effort (LOE) proposed in this cost estimate.

- All labor proposed in Tables 1 – 4 are for work completed by the proposed Project Manager. Any SME time that may be needed to complete the SOW will be billed at a different bill rate, but will stay within the overall project budget.
- All actual work on the project will be directed by the County Administrator or Deputy Administrator.
- All subtasks, and the LOE required for each, is negotiable and can change over the course of the Project.
- This cost estimate is valid only through the end of Year 2, in 2024. If additional work on the Project is required or requested by the County, CKM will provide an additional cost estimate.
- Year 1 travel under Task 2 includes three in-person, weeklong site visits.
- Year 2 travel under Task 2 includes four in-person, weeklong site visits, as this is when the majority of project construction work is slated to be completed.
  - Travel is flexible, so if the County requires the PM to attend in-person meetings in another location, such as the Bay Area (where KRRRC is headquartered) or in Sacramento (where many State and Federal regulators are headquartered), the budget can account for that.



## Klamath Dam Removal Project Manager – Price Proposal

- Unless accounted for in Task 2, Subtask D (in both years), all meetings will occur virtually, either by phone, or by an online meeting.
- CKM will be responsible for providing all the project management software, such any Microsoft products that are required for the Project.
- The PM will be able to provide onsite monitoring services, only through Task 2, Subtask D. If additional onsite monitoring is required by the County, budget will be allocated from another Task/Subtask to provide funding for the County's request. Otherwise, we assume that most onsite Project monitoring will be completed by County Staff.
- All permits will be approved by County Staff, not by CKM. CKM will assist in reviewing and commenting on permits submitted by Project Proponents, but CKM will not be responsible for approving said permits.
- CKM will be approved by the County, through this contract, to be a good faith representative of the County on the Project. Therefore, not all communication, written and/or verbal, will need to be witnessed and/or approved by the County.