

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

THIS SECOND AMENDMENT is made to the Memorandum of Understanding (“MOU”) executed on December 10, 2024, between the County of Siskiyou (“County”) and Klamath River Renewal Corporation (“KRRC”) (collectively, “Parties”) to address the impacts on County roads and bridges and associated rights of ways, including impacts related to wear-and-tear and traffic, from KRRC’s implementation of the **Definite Plan** (as that term is defined in the MOU) to remove four hydroelectric developments on the Klamath River.

**RECITALS**

WHEREAS, the Parties entered into the MOU on or about May 19, 2021;

WHEREAS, the Parties entered into a First Amendment to the MOU on or about May 20, 2023;

WHEREAS, the First Amendment provides for **Roadway Work** as set forth in Table 1 of Exhibit A and Section 6 (second paragraph) therein;

WHEREAS, the First Amendment to the MOU also provides for a video survey following the completion of Table 1 work, the possibility of a Supplemental Mitigation Plan to address any remaining injury to the designated roads, and a dispute resolution process should the parties not be in agreement about the need for a Supplemental Mitigation Plan;

WHEREAS, there is a benefit to the residents of Siskiyou County who rely upon Copco Road for ingress and egress and emergency services to have the parties expeditiously agree to additional funding for repair for Copco Road and undertake a plan of repair without extended dispute resolution processes;

WHEREAS, KRRC previously provided to the County a Notice of Dispute that the Project was the sole cause for the slumping of Copco Road (RM 13) on or about January 19, 2024, pursuant to Section 6 (fourth paragraph) of the First Amendment to the MOU; and Siskiyou County and KRRC now desire to resolve this existing dispute as part of this Second Amendment to the MOU;

WHEREAS, KRRC has now completed the deconstruction of the four dams of the Lower Klamath Project (FERC P-14803), largely ending its use of heavy construction equipment on Copco Roads and other roads in the vicinity;

WHEREAS, KRRC and the County Public Works Director have conferred on a plan of repair for Copco Road to be undertaken by the County and funded by KRRC in the amount of 3.5 million dollars and KRRC's donation of road base materials;

WHEREAS, KRRC and Siskiyou County desire, through this Second Amendment, to comprehensively resolve all issues that have arisen or may arise under the MOU and the First Amendment thereof;

NOW THEREFORE, the Parties mutually agree as follows:

### **AGREEMENTS**

1. Notwithstanding anything to the contrary in the First Amendment to the MOU or in the Parties' associated Siskiyou County Roadway Work Implementation Agreement, the parties now agree as follows:

a) Roadway Work. The remainder of the Roadway Work to address the impacts to Designate Roads from KRRC's implementation of the Definite Plan following dam removal and equipment demobilization will be completed by the County at its discretion through funding provided to the County by KRRC.

b) Roadway Work Funding.

- i. Within 15 days of the execution of the Second Addendum, KRRC shall transfer to the County three million five hundred thousand dollars (\$3,500,000) for repair work to Copco Road. The funds shall be transferred to the County in accordance with the wiring instructions set forth in Attachment "A" to this Second Amendment to MOU.

- c) Materials. KRRC shall donate to the County up to 2,000 yards of road base owned by KRRC that the County will utilize for its repairs to Copco Road. The County shall have access to this donated road base until December 31, 2026.
- d) Withdrawal of First Notice of Dispute; Underlying Dispute Resolved. The First Notice of Dispute Regarding Roadway Work Pursuant to Amended Memorandum of Understanding Between Siskiyou County, California and the Klamath River Renewal Corporation as submitted by KRRC to the County on March 7, 2024, is withdrawn and the underlying dispute referenced therein is hereby resolved by the parties in consideration for these amended terms.
- e) Completion of Obligations. The Parties agree that these amended terms satisfy and complete all remaining duties of the Parties under the MOU, including the First Amendment to the MOU. This Second Amendment supersedes any different terms in the MOU or its First Amendment.
- f) KRRC and the County agree to develop and issue a joint press statement regarding the resolution of road repairs as described herein. The joint statement will be released at a time mutually agreed to by KRRC and the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the \_\_\_\_\_ day of \_\_\_\_\_ 2024. 12/16/2024

**KLAMATH RIVER RENEWAL CORPORATION:**

Signed by:  
 By: Mark Branson 12/11/2024  
5CD36C96E50F480... (Date)  
 Its: Chief Executive Officer

**COUNTY OF SISKIYOU**

DocuSigned by:  
 By: Angela Davis 12/16/2024  
 Angela Davis, F269694968C43D... (Date)

County Administrator  
County of Siskiyou

**APPROVED AS TO LEGAL FORM:**

DocuSigned by:  
Natalie Reed 12/12/2024  
Natalie Reed, County Counsel (Date)

**APPROVED AS TO ACCOUNTING  
FORM:**

Fund	Org	Account
2103	301010	551610

DocuSigned by:  
Diane L. Olson 12/13/2024  
Diane Olson, Auditor-Controller (Date)

**APPROVED AS TO INSURANCE  
REQUIREMENTS:**

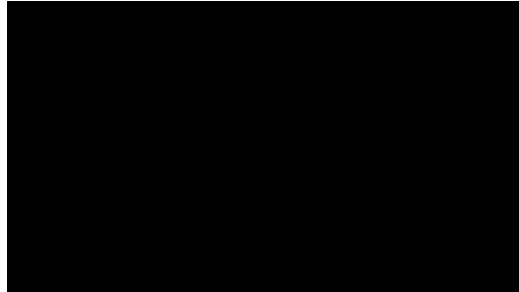
DocuSigned by:  
Hayley Hudson 12/16/2024  
A89B0EE7AF3749F...  
Hayley Hudson, Risk Man. (Date)

**Attachment A – Wiring Instructions**

KRRC shall deposit the funds described in 1(b) to the account held on file ending in [REDACTED], additional details below:

**Bank Name:**  
**Bank Address:**

**Account Title:**  
**ABA/Rtn #:**  
**Account #:**  
**Reference:**



For full routing and account information, please contact Elizabeth Nielsen, Deputy County Administrator at (530) 842-8012 [enielsen@co.siskiyou.ca.us](mailto:enielsen@co.siskiyou.ca.us) .