

April 20, 2022

Kimberly D. Bose
Secretary, Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Memorandum of Understanding Between California Department of Forestry and Fire Protection and Klamath River Renewal Corporation; Lower Klamath Project, FERC Project Nos. 14803-001 and 2082-063

Dear Secretary Bose:

The California Department of Forestry and Fire Protection (CAL FIRE) and the Klamath River Renewal Corporation (Renewal Corporation) have entered into a Memorandum of Understanding (MOU) with respect to implementation of the Fire Management Plan (FMP) for the Lower Klamath Project (Attachment A).

The Renewal Corporation proposes to implement the FMP as a condition of license surrender. Through this MOU, the Renewal Corporation and CAL FIRE now commit to cooperate in such implementation with respect to equipment and property under the jurisdiction of CAL FIRE and local response agencies.¹

In consultation with CAL FIRE, the Renewal Corporation updated the details of certain measures in the December 2021 version of the FMP, in order to improve the effectiveness of wildfire responses. These details are all specified in our April 15, 2022 comments on the Draft Environmental Impact Statement, Attachment 4, FERC accession no. 20220418-5109.

CAL FIRE now provides further comments to the Commission on the proposed updates to the December 2021 version of the FMP (Attachment B).

On January 12, 2021, CAL FIRE stated that the actions proposed in the July 2020 version of the plan are adequate to manage constructed-related fire risks, comply with all applicable laws, and will not adversely affect CAL Fire's ability to provide an adequate and effective firefighting capability in Siskiyou County and

¹ The MOU also addresses certain modifications to the FMP responsive to FERC Staff Modification No. 17 (e.g., identifies Cal Fire as the entity responsible for storage, deployment, and refill of portable water tanks; addresses additional dip tanks to be reflected in revised FMP).

Kimberly D. Bose
April 20, 2022
Page 2

beyond. We concluded that the modeling analysis of the incremental risks associated with dam removal was accurate.

Since that time, we have worked closely with the KRRC as it updated the Fire Management Plan. We have considered the material revisions, including the addition of the Paradise Craggy site to the Alert Wildfire system. We conclude that the December 2021 version of the Fire Management Plan, like the prior version, is adequate to address and manage fire risks associated with dam removal.

The Renewal Corporation is very grateful for CAL FIRE's ongoing support and cooperation in the development and implementation of the FMP.

Should FERC require any further information regarding this matter, please direct any such requests to counsel as identified below.

Respectfully submitted,

s/ Markham A. Quehrn
Markham A. Quehrn
Perkins Coie LLP
Attorneys for Klamath River Renewal Corporation

cc: Service List (FERC Nos. P-14803-001 and P-2082-063)

Attachments

Attachment A

Memorandum of Understanding Between California Department of Forestry and Fire
Protection (CAL FIRE) and Klamath River Renewal Corporation (KRRC)
with respect to implementation of the Fire Management Plan for the Lower Klamath
Project

Memorandum of Understanding

BETWEEN CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) AND KLAMATH RIVER RENEWAL CORPORATION (KRRC)

This MOU is made and entered into by and between the California Department of Forestry and Fire Protection hereinafter called CAL FIRE, and the Klamath River Renewal Corporation hereinafter called KRRC. This Contract establishes procedures between CAL FIRE and KRRC for the Fire Management Plan and firefighting operations in response to the removal of four (4) dams in the Lower Klamath Project. (FERC P-14803)

ROLES AND RESPONSIBILITIES

- (1) CAL FIRE is responsible for the fire protection, fire prevention, and enhancement of the State's Forest, range, and brush land resources, contract fire protection, associated emergency services, and assistance in civil disasters and other non-fire emergencies through Public Resources Code Section 713 in the State Responsibility Area known as SRA lands.
- (2) Wildland fires require a rapid, efficient, and coordinated response to minimize their effects on the public, the environment, and property. This often requires a coordinated response from State, Federal, and/or Local Agencies.
- (3) KRRC is seeking a license surrender order from the Federal Energy Regulatory Commission (FERC), along with other approvals from other regulatory agencies, to remove the Lower Klamath Project (FERC no. 14803). For the purpose of this MOU, "final license surrender order" means such an order that the KRRC has accepted and is authorized to implement following exhaustion of any judicial review.
- (4) CAL FIRE and KRRC each recognize coordination between the two agencies is necessary to address pre-fire response issues, wildland fire operations, and KRRC support of CAL FIRE on wildland fire incidents within the Lower Klamath Project.
- (5) The Standardized Emergency Management System (SEMS) is the recognized system for managing a multiple jurisdictional response for fire, and other emergencies within California. In the field, the Incident Command System (ICS), a component of the SEMS, is used for managing a fire incident involving multiple jurisdictions.

STATEMENT OF WORK

The work will be accomplished through the creation of a wildfire camera site during the seasons where a wildfire threat exists in the CAL FIRE Siskiyou Unit, the construction of aerial resource access points, dry hydrants, boat launches with access for firefighting equipment and procurement of Heli-dip tanks.

The parties agree as follows:

A. Upon securing a final license surrender order from FERC, KRRC shall:

- (1). Implement the installation of one camera system, power source, and data transmitter by December 31, 2022, at the contemplated Paradise Craggy fire lookout location (or alternate location), Conduct all necessary planning for wildfire camera site and equipment installation and build or improve tower at Paradise Craggy fire lookout (or alternate location) as needed to install the camera, in consultation with CAL FIRE to review location and design. The camera system will be part of ALERT Wildfire, which CAL FIRE has access to for monitoring and validation.
- (2). Contract with ALERT Wildfire to maintain, operate, and replace Paradise Craggy camera equipment as appropriate through the duration of the Agreement. 5-year and 10-year replacement cycles are assumed for the camera and the other equipment, respectively, for a term of 20 years.
- (3). Cover the costs of ALERT Wildfire for a term of 20 years, through advance payment to be made with agreement from ALERT Wildfire.
- (4). Design, permit, and construct 4 dry hydrants prior to reservoir drawdown at Iron Gate, 2 along Fall Creek, and one at Jenny Creek.
- (5). Design, permit, and construct 4 Aerial River Access Points, two per reservoir, Copco, and Iron Gate.
- (6). Design, permit, and construct river access ramps at Copco Valley, Iron Gate Dam/ Hatchery and Fall Creek (Iron Gate Dam/ Hatchery and Fall Creek will be constructed prior to reservoir drawdown).
- (7). Procure on behalf of the Fire Safe Council of Siskiyou County (FSCSC) fire preparedness equipment. The specs will include one 15-inch drum chipper, one 7-foot by 12-foot tandem axle dump trailer, and one one-ton

base model diesel truck. The FSCSC will own and maintain, at their cost, the chipper and dump bed trailer combo and base model truck to provide frequent and consistent assistance with defensible space to the local community.

- (8). Procure 4 Heli-dip tanks on behalf of the Siskiyou County Fire Chiefs for Local Government Fire Departments in the footprint of this project to be utilized for extended wildland fire incidents.
- (9). Procure 8 portable, collapsible, folding style tanks on behalf of the Siskiyou County Fire Chiefs with response requirements in the footprint of this project to be mounted on water tenders.

B. CAL FIRE shall:

- (1). Specify to KRRC for procurement the dip tank sizes (total of 4) described in Section 6.4.7 of the Fire Plan (or similar alternative of tanks) and pump and hose systems for each tank by May 31, 2022.
- (2). Specify to KRRC for procurement of the portable, collapsible, folding style tanks (total of 8).
- (3). In coordination with KRRC, collaborate with Fire Safe Council of Siskiyou County (FSCSC).
- (4). In coordination with KRRC, collaborate with Siskiyou County Fire Chiefs association.
- (5). Provide consultation and review of the designs of dry hydrants described in Section 6.4.4 and at locations shown in Figure 9 of the Fire Plan to ensure the suitability of locations and the compatibility of each system with firefighting equipment by May 31, 2022.
- (6). In collaboration with California Department of Fish and Wildlife, provide review of the designs of boat launches with firefighting equipment access described in Section 6.4.5 and at locations shown in Figure 9 of the Fire Plan to ensure the suitability of locations and the compatibility of each system with firefighting equipment.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein made, it is agreed as follows:

TERMS AND CONDITIONS

- (1) CAL FIRE shall provide command and control on any wildland fire upon report and validation in our Direct Protection Areas. CAL FIRE will immediately take action to suppress such fire in a cost-effective manner consistent with its policies.
- (2) CAL FIRE will assume the responsibilities of central ordering point for resources responding to wildland fires. Additionally, CAL FIRE may utilize the authority of other cooperative fire assistance agreements and MOUs to which it is a party, in order to supplement resources for a sufficient wildfire response.
- (3) Employment Policy: It is agreed that employees of the parties to this contract shall always be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
- (4) Notices of Acceptance:
 - a. Equipment: KRRC and CAL FIRE shall sign a notice substantially in the form attached as Attachment A, following satisfactory delivery of the equipment specified in Statement of Work A. (1), (4), (7), (8) and (9).
 - b. ALERT Wildfire: KRRC shall arrange for CAL FIRE to sign the contract between KRRC and ALERT Wildfire, as third-party beneficiary in similar status, to confirm that the contract satisfies the obligations stated in Statement of Work A. (2) and (3).
 - c. Access Locations: KRRC shall arrange for California Natural Resources Agency or California Department of Fish and Wildlife, in consultation with CAL FIRE, to confirm that the facilities constructed by KRRC satisfy the obligations stated in Statement of Work A. (4), (5), and (6), such confirmation to occur pursuant to the "Co-Licensees Implementation Agreement" being developed between KRRC and CDFW.
- (5) Duration of MOU: The term of this MOU shall commence on the date last signed below and shall remain in effect until terminated, in writing, by either CAL FIRE or KRRC.

(6) Cancellation or Amendment Procedure: This MOU may be canceled by either party by providing 30 days prior written notice to the other party or may be amended at any time by written mutual consent of the parties involved.

IN WITNESS WHEREOF, the parties have executed this MOU.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

KLAMATH RIVER RENEWAL
CORPORATION

DocuSigned by:
John Messina
5BFF01074FB5432...

DocuSigned by:
Laura F Hazlett
B908A74BC4E049C...

John Messina
CAL FIRE

Authorizing Official
Klamath River Renewal Corporation

4/18/2022

4/14/2022

Date

Date

Attachment 1
NOTICE OF INSPECTION OF EQUIPMENT

Klamath River Renewal Corporation (KRRC) and California Department of Forestry and Fire Protection (CAL FIRE) [or local fire response agency] enter into this notice, which KRRC provides pursuant to Term and Condition 4(a) of the “Memorandum of Understanding between California Department of Forestry and Fire Protection and Klamath River Renewal Corporation” (April 2022) as may be amended.

1. KRRC has purchased equipment specified in Exhibit A hereto.
2. CAL FIRE has inspected and tested the equipment to its satisfaction.
3. CAL FIRE agrees the equipment is consistent with any design specifications that CAL FIRE provided to KRRC and is suitable for the intended uses. KRRC does not provide any representation with respect to suitability.
4. KRRC does not itself provide any warranty for the equipment.
5. KRRC does not have any responsibility to deploy, operate, maintain, or replace the equipment or otherwise participate in wildfire detection or response as a result of KRRC’s purchase.

STATE OF CALIFORNIA
OF FORESTRY
AND FIRE PROTECTION
[or local fire response agency]

KLAMATH RIVER RENEWAL DEPARTMENT
CORORATION

Authorizing Official

Authorizing Official

Date

Date

Attachment B

Letter from Joe Tyler, Director, California Department of Forestry and Fire Protection to Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission (April 18, 2022)

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



April 18, 2022

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Fire Management Plan, Lower Klamath Project, FERC No. 14803-001

Dear Secretary Bose:

The California Department of Forestry and Fire Protection (CAL FIRE) has reviewed the Fire Management Plan (December 2021) prepared by the Klamath River Renewal Corporation (KRRC) in support of the proposed removal of four dams in the Lower Klamath Project.

On January 12, 2021, CAL FIRE stated that the actions proposed in the July 2020 version of the plan are adequate to manage constructed-related fire risks, comply with all applicable laws, and will not adversely affect CAL FIRE's ability to provide an adequate and effective firefighting capability in Siskiyou County and beyond. We concluded that the modeling analysis of the incremental risks associated with dam removal was accurate.

Since that time, we have worked closely with the KRRC as it updated the Fire Management Plan. We have considered the material revisions, including the addition of the Paradise Craggy site to the Alert Wildfire system. We conclude that the December 2021 version of the Fire Management Plan, like the prior version, is adequate to address and manage fire risks associated with dam removal.

Please contact Assistant Region Chief John Messina at (530) 329-9891 if you have any questions.

Sincerely,

DocuSigned by:

CBDA1BA279214A1...
JOE TYLER
Director

Cc: Wade Crowfoot, Secretary, California Natural Resources Agency
Katie Wheeler Mathews, Senior Advisor, Federal Affairs, Office of the California Governor
George Morris III, Northern Region Chief, CAL FIRE
Mark Bransom, CEO, Klamath River Renewal Corporation