

Calendar No. 639

113TH CONGRESS
2D SESSION**S. 2379****[Report No. 113–299]**

To approve and implement the Klamath Basin agreements, to improve natural resource management, support economic development, and sustain agricultural production in the Klamath River Basin in the public interest and the interest of the United States, and for other purposes.

IN THE SENATE OF THE UNITED STATES

MAY 21, 2014

Mr. WYDEN (for himself, Mr. MERKLEY, Mrs. FEINSTEIN, and Mrs. BOXER) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

DECEMBER 10, 2014

Reported by Ms. LANDRIEU, with an amendment

[Strike out all after the enacting clause and insert the part printed in *italic*]

A BILL

To approve and implement the Klamath Basin agreements, to improve natural resource management, support economic development, and sustain agricultural production in the Klamath River Basin in the public interest and the interest of the United States, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “Klamath Basin Water
3 Recovery and Economic Restoration Act of 2014”.

4 **SEC. 2. DEFINITIONS.**

5 In this Act:

6 (1) **AGREEMENT.**—The term “Agreement”
7 means each of—

8 (A) the Restoration Agreement; and

9 (B) the Upper Basin Agreement.

10 (2) **COMMISSION.**—The term “Commission”
11 means the Federal Energy Regulatory Commission.

12 (3) **FACILITIES REMOVAL.**—The term “facilities
13 removal” means—

14 (A) physical removal of all or part of each
15 facility to achieve, at a minimum, a free-flowing
16 condition and volitional fish passage;

17 (B) site remediation and restoration, in-
18 cluding restoration of previously inundated
19 land;

20 (C) measures to avoid or minimize adverse
21 downstream impacts; and

22 (D) all associated permitting for the ac-
23 tions described in this paragraph.

24 (4) **FACILITY.**—The term “facility” means the
25 following 1 or more hydropower facilities (including
26 appurtenant works licensed to PacifiCorp) within the

jurisdictional boundary of the Klamath Hydroelectric Project, FERC Project No. 2082 (as applicable):

(A) Iron Gate Dam.

(B) Copco No. 1 Dam.

(C) Copco No. 2 Dam.

(D) J.C. Boyle Dam.

(5) HYDROELECTRIC SETTLEMENT.—The term “Hydroelectric Settlement” means the agreement entitled “Klamath Hydroelectric Settlement Agreement” and dated February 18, 2010 (including any amendments to that agreement approved pursuant to section 3(a)).

(6) JOINT MANAGEMENT ENTITY.—The term “Joint Management Entity” means the entity that—

(A) is comprised of the Landowner Entity, the Klamath Tribes, the United States, and the State of Oregon;

(B) represents the interests of the parties to the Upper Basin Agreement; and

(C) is responsible for overseeing implementation of the Upper Basin Agreement, as described in section 7 of the Upper Basin Agreement.

(7) JOINT MANAGEMENT ENTITY TECHNICAL TEAM.—The term “Joint Management Entity Tech-

1 nical Team” means the group of specialists ap-
 2 pointed by the Joint Management Entity as provided
 3 for in section 7.8 of the Upper Basin Agreement.

4 (8) KENO FACILITY.—The term “Keno Facil-
 5 ity” means the dam located in Klamath County, Or-
 6 egon, land underlying the dam, appurtenant facili-
 7 ties, and PacifiCorp-owned property described as
 8 Klamath County Map Tax Lot R-3907-03600-
 9 00200-000.

10 (9) KLAMATH BASIN.—

11 (A) IN GENERAL.—The term “Klamath
 12 Basin” means the land tributary to the Klam-
 13 ath River in Oregon and California.

14 (B) INCLUSIONS.—The term “Klamath
 15 Basin” includes the Lost River and Tule Lake
 16 Basins.

17 (10) KLAMATH PROJECT.—

18 (A) IN GENERAL.—The term “Klamath
 19 Project” means the Bureau of Reclamation
 20 project in the States of California and Oregon,
 21 as authorized under the Act of June 17, 1902
 22 (32 Stat. 388, chapter 1093).

23 (B) INCLUSIONS.—The term “Klamath
 24 Project” includes any dams, canals, and other
 25 works and interests for water diversion, storage,

1 delivery, and drainage, flood control, and simi-
 2 lar functions that are part of the project de-
 3 scribed in subparagraph (A).

4 (11) KLAMATH PROJECT WATER USERS.—The
 5 term “Klamath Project Water Users” has the mean-
 6 ing given the term in the Restoration Agreement.

7 (12) LANDOWNER ENTITY.—The term “Land-
 8 owner Entity” means the entity established pursuant
 9 to section 8 of the Upper Basin Agreement.

10 (13) OFF-PROJECT AREA.—The term “Off-
 11 Project Area” means—

12 (A) the areas within the Sprague River,
 13 Sycan River, Williamson River, and Wood Val-
 14 ley (including the Wood River, Crooked Creek,
 15 Sevenmile Creek, Fourmile Creek, and Crane
 16 Creek) subbasins referred to in Exhibit B of the
 17 Upper Basin Agreement; and

18 (B) to the extent provided for in the Upper
 19 Basin Agreement, any other areas for which
 20 claims described by section 1.3 or 2.5.1 of the
 21 Upper Basin Agreement are settled as provided
 22 for in section 2.5.1 of the Upper Basin Agree-
 23 ment.

24 (14) OFF-PROJECT IRRIGATOR.—The term
 25 “Off-Project Irrigator” means any person that is—

(A)(i) a claimant for water rights for irrigation uses in the Off-Project Area in Oregon's Klamath Basin Adjudication; or

(ii) a holder of a State of Oregon water right permit or certificate for irrigation use in the Off-Project Area; and

(B) a Party to the Upper Basin Agreement.

(15) OREGON'S KLAMATH BASIN ADJUDICATION.—The term "Oregon's Klamath Basin adjudication" means the proceeding to determine surface water rights pursuant to chapter 539 of the Oregon Revised Statutes entitled "In the matter of the determination of the relative rights of the waters of the Klamath River, a tributary of the Pacific Ocean", in the Circuit Court of the State of Oregon for the County of Klamath, numbered WA 1300001.

(16) PACIFICORP.—The term "PacifiCorp" means the owner and licensee of the facility (as of the date of enactment of this Act).

(17) PARTY TRIBES.—The term "Party tribes" means—

(A) the Yurok Tribe;

(B) the Karuk Tribe;

(C) the Klamath Tribes; and

1 ~~(D)~~ such other federally recognized tribes
 2 of the Klamath Basin as may become party to
 3 the Restoration Agreement after the date of en-
 4 actment of this Act.

5 ~~(18)~~ RESTORATION AGREEMENT.—The term
 6 “Restoration Agreement” means the agreement enti-
 7 tled “Klamath River Basin Restoration Agreement
 8 for the Sustainability of Public and Trust Resources
 9 and Affected Communities” and dated February 18,
 10 2010 (including amendments adopted prior to the
 11 date of enactment of this Act and any further
 12 amendments to that agreement approved pursuant
 13 to section 3(a)).

14 ~~(19)~~ RIPARIAN PROGRAM.—The term “Riparian
 15 Program” means the program described in section 4
 16 of the Upper Basin Agreement.

17 ~~(20)~~ SECRETARY.—The term “Secretary”
 18 means the Secretary of the Interior.

19 ~~(21)~~ SECRETARIES.—The term “Secretaries”
 20 means each of—

21 (A) the Secretary of the Interior;

22 (B) the Secretary of Commerce; and

23 (C) the Secretary of Agriculture.

24 ~~(22)~~ SETTLEMENTS.—The term “Settlements”
 25 means each of—

(A) the Hydroelectric Settlement;
 (B) the Restoration Agreement; and
 (C) the Upper Basin Agreement.

~~(23)~~ UPPER BASIN AGREEMENT.—The term “Upper Basin Agreement” means the agreement entitled “Upper Klamath Basin Comprehensive Agreement” and dated April 18, 2014 (including any amendments to that agreement approved pursuant to section 3(a)).

~~(24)~~ WATER USE PROGRAM.—The term “Water Use Program” means the program described in section 3 of the Upper Basin Agreement and section 16.2 of the Restoration Agreement.

SEC. 3. AUTHORIZATION, EXECUTION, AND IMPLEMENTATION OF SETTLEMENTS.

~~(a)~~ RATIFICATION OF SETTLEMENTS.—

~~(1)~~ IN GENERAL.—Except as modified by this Act, and to the extent that the Settlements do not conflict with this Act, the Settlements are authorized, ratified, and confirmed.

~~(2)~~ AMENDMENTS CONSISTENT WITH THIS ACT.—If any amendment is executed to make any of the Settlements consistent with this Act, the amendment is also authorized, ratified, and confirmed to

1 the extent the amendment is consistent with this
2 Act.

3 ~~(3) FURTHER AMENDMENTS.—~~If any amend-
4 ment to any of the Settlements is executed by the
5 parties to the applicable Settlement after the date of
6 enactment of this Act, unless the Secretary, the Sec-
7 retary of Commerce, or Secretary of Agriculture de-
8 termines, not later than 90 days after the date on
9 which the non-Federal parties agree to the amend-
10 ment, that the amendment is inconsistent with this
11 Act or other provisions of law, the amendment is
12 also authorized, ratified, and confirmed to the extent
13 the amendment—

14 (A) is not inconsistent with this Act or
15 other provisions of law;

16 (B) is executed in a manner consistent
17 with the terms of the applicable Settlement; and

18 (C) does not require congressional approval
19 pursuant to section 2116 of the Revised Stat-
20 utes (25 U.S.C. 177) or other applicable Fed-
21 eral law.

22 ~~(b) EXECUTION AND IMPLEMENTATION OF SETTLE-~~
23 ~~MENTS.—~~

24 ~~(1) THE AGREEMENTS.—~~

1 (A) IN GENERAL.—As authorized, ratified,
2 and confirmed pursuant to subsection (a)—

3 (i) the Secretary, the Secretary of
4 Commerce, and the Secretary of Agri-
5 culture shall promptly execute and imple-
6 ment the Restoration Agreement; and

7 (ii) the Secretary and the Secretary of
8 Commerce shall promptly execute and im-
9 plement the Upper Basin Agreement.

10 (B) EFFECT OF EXECUTING AGREE-
11 MENTS.—Notwithstanding subsection (I), execu-
12 tion by the applicable Secretaries under sub-
13 paragraph (A) of either Agreement shall not be
14 considered a major Federal action under the
15 National Environmental Policy Act of 1969 (42
16 U.S.C. 4321 et seq.).

17 (C) PARTICIPATION IN THE UPPER BASIN
18 AGREEMENT.—As provided for in the Upper
19 Basin Agreement and as part of implementing
20 the Upper Basin Agreement, the Secretary and
21 the Secretary of Commerce may—

22 (i) participate in the Water Use Pro-
23 gram and in the Riparian Program; and

24 (ii) serve as members of the Joint
25 Management Entity representing the Bu-

1 reau of Indian Affairs, the United States
2 Fish and Wildlife Service, the United
3 States Geological Survey, and the National
4 Marine Fisheries Service of the Depart-
5 ment of Commerce, with the Secretary
6 serving as the voting member, as described
7 in section 7.1.5 of the Upper Basin Agree-
8 ment.

9 (2) HYDROELECTRIC SETTLEMENT.—To the ex-
10 tent that the Hydroelectric Settlement does not con-
11 flict with this Act, the Secretary, the Secretary of
12 Commerce, and the Commission shall implement the
13 Hydroelectric Settlement, in consultation with other
14 applicable Federal agencies.

15 (c) FEDERAL RESPONSIBILITIES.—To the extent
16 consistent with the Settlements, this Act, and other provi-
17 sions of law, the Secretary, the Secretary of Commerce,
18 the Secretary of Agriculture, and the Commission shall
19 perform all actions necessary to carry out each responsi-
20 bility of the Secretary, the Secretary of Commerce, the
21 Secretary of Agriculture, and the Commission, respec-
22 tively, under the Settlements.

23 (d) ENVIRONMENTAL COMPLIANCE.—In imple-
24 menting the Settlements, the Secretaries and the Commis-
25 sion shall comply with—

1 (1) the National Environmental Policy Act of
2 1969 (42 U.S.C. 4321 et seq.);

3 (2) the Endangered Species Act of 1973 (16
4 U.S.C. 1531 et seq.); and

5 (3) all other applicable law.

6 (c) PUBLICATION OF NOTICE; EFFECT OF PUBLICA-
7 TION.—

8 (1) RESTORATION AGREEMENT.—

9 (A) PUBLICATION.—The Secretary shall
10 publish the notice required by section 15.3.4.A
11 or section 15.3.4.C of the Restoration Agree-
12 ment, as applicable, in accordance with the Res-
13 toration Agreement.

14 (B) EFFECT OF PUBLICATION.—Publica-
15 tion of the notice described in subparagraph (A)
16 shall have the effects on the commitments,
17 rights, and obligations of the Party tribes, the
18 United States (as trustee for the federally rec-
19 ognized tribes of the Klamath Basin), and other
20 parties to the Restoration Agreement as the
21 rights and obligations that are provided for in
22 the Restoration Agreement.

23 (2) UPPER BASIN AGREEMENT.—

24 (A) PUBLICATION.—The Secretary shall
25 publish the notice required by section 10.1 of

1 the Upper Basin Agreement if all requirements
 2 of section 10 of the Upper Basin Agreement
 3 have been fulfilled, including the requirement
 4 for notice by the Klamath Tribes of the willing-
 5 ness of the Tribes to proceed with the Upper
 6 Basin Agreement following enactment of au-
 7 thorizing legislation as described in section
 8 10.1.10 or 10.2 of the Upper Basin Agreement,
 9 as applicable, in accordance with the Upper
 10 Basin Agreement.

11 (B) EFFECT OF PUBLICATION.—

12 (i) PERMANENCY.—On publication of
 13 the notice required under section 10.1 of
 14 the Upper Basin Agreement, the Upper
 15 Basin Agreement shall become permanent.

16 (ii) TERMINATION.—On publication of
 17 the notice required under section 10.2 of
 18 the Upper Basin Agreement, the Upper
 19 Basin Agreement shall terminate, accord-
 20 ing to the terms of that section.

21 (3) JUDICIAL REVIEW.—

22 (A) IN GENERAL.—Judicial review of a de-
 23 cision of the Secretary pursuant to this sub-
 24 section shall be in accordance with the standard
 25 and scope of review under subchapter II of

1 chapter 5, and chapter 7, of title 5, United
 2 States Code (commonly known as the “Admin-
 3 istrative Procedure Act”).

4 (B) DEADLINE.—Any petition for review
 5 under this subparagraph shall be filed not later
 6 than 1 year after the date of publication of the
 7 notice required under this paragraph.

8 (f) ELIGIBILITY FOR FUNDS PROTECTED.—Notwith-
 9 standing any other provision of law, nothing in this Act
 10 or the implementation of the Settlements, other than as
 11 explicitly provided for in this Act or the Settlements—

12 (1) restricts or alters the eligibility of any party
 13 to any of the Settlements, or of any Indian tribe, for
 14 the receipt of funds; or

15 (2) shall be considered an offset against any ob-
 16 ligations or funds in existence on the date of enact-
 17 ment of this Act, under any Federal or State law.

18 (g) TRIBAL RIGHTS PROTECTED.—Nothing in this
 19 Act or the Settlements—

20 (1) affects the rights of any Indian tribe out-
 21 side the Klamath Basin; or

22 (2) amends, alters, or limits the authority of
 23 the Indian tribes of the Klamath Basin to exercise
 24 any water rights the Indian tribes hold or may be

1 determined to hold except as expressly provided in
2 the Agreements.

3 ~~(h) WATER RIGHTS.—~~

4 ~~(1) IN GENERAL.—~~Except as specifically pro-
5 vided in this Act and the Settlements, nothing in
6 this Act or the Settlements creates or determines
7 water rights or affects water rights or water right
8 claims in existence on the date of enactment of this
9 Act.

10 ~~(2) NO STANDARD FOR QUANTIFICATION.—~~

11 Nothing in this Act or the Settlements establishes
12 any standard for the quantification of Federal re-
13 served water rights or any water claims of any In-
14 dian tribe in any judicial or administrative pro-
15 ceeding.

16 ~~(i) WILLING SELLERS.—~~Any acquisition of interests
17 in land or water pursuant to either Agreement shall be
18 from willing sellers.

19 ~~(j) NO PRIVATE RIGHT OF ACTION.—~~

20 ~~(1) IN GENERAL.—~~Nothing in this Act confers
21 on any person or entity not a party to the Settle-
22 ments a private right of action or claim for relief to
23 interpret or enforce this Act or the Settlements.

1 (2) OTHER LAW.—This subsection does not
 2 alter or curtail any right of action or claim for relief
 3 under any other applicable law.

4 (k) STATE COURTS.—Nothing in this Act expands
 5 the jurisdiction of State courts to review Federal agency
 6 actions or determine Federal rights.

7 (l) RELATIONSHIP TO CERTAIN OTHER FEDERAL
 8 LAW.—

9 (1) IN GENERAL.—Nothing in this Act amends,
 10 supersedes, modifies, or otherwise affects—

11 (A) Public Law 88–567 (16 U.S.C. 695k
 12 et seq.); except as provided in section 4(e);

13 (B) the National Wildlife Refuge System
 14 Administration Act of 1966 (16 U.S.C. 668dd
 15 et seq.);

16 (C) the Endangered Species Act of 1973
 17 (16 U.S.C. 1531 et seq.);

18 (D) the National Environmental Policy Act
 19 of 1969 (42 U.S.C. 4321 et seq.);

20 (E) the Federal Water Pollution Control
 21 Act (33 U.S.C. 1251 et seq.); except to the ex-
 22 tent section 8(b)(4) of this Act requires a per-
 23 mit under section 404 of that Act (33 U.S.C.
 24 1344), notwithstanding section 404(r) of that
 25 Act (33 U.S.C. 1344(r));

1 (F) the Federal Land Policy and Manage-
2 ment Act of 1976 (43 U.S.C. 1701 et seq.);

3 (G) the Treaty between the United States
4 and the Klamath and Moadoc Tribes and the
5 Yahooskin Band of Snake Indians dated Octo-
6 ber 14, 1864 (16 Stat. 707); or

7 (H) the Klamath Indian Tribe Restoration
8 Act (25 U.S.C. 566 et seq.).

9 (2) CONSISTENCY.—The Agreements shall be
10 considered consistent with subsections (a) through
11 (e) of section 208 of the Department of Justice Ap-
12 propriation Act, 1953 (43 U.S.C. 666).

13 (3) FEDERAL ADVISORY COMMITTEE ACT.—The
14 actions of the Joint Management Entity and the
15 Joint Management Entity Technical Team shall not
16 be subject to the Federal Advisory Committee Act (5
17 U.S.C. App.).

18 (m) WAIVER OF SOVEREIGN IMMUNITY BY THE
19 UNITED STATES.—Except as provided in subsections (a)
20 through (e) of section 208 of the Department of Justice
21 Appropriations Act, 1953 (43 U.S.C. 666), nothing in this
22 Act or the implementation of the Settlements waives the
23 sovereign immunity of the United States.

1 ~~(n) WAIVER OF SOVEREIGN IMMUNITY BY THE~~
 2 ~~PARTY TRIBES.—Nothing in this Act waives or abrogates~~
 3 ~~the sovereign immunity of the Party tribes.~~

4 **SEC. 4. KLAMATH PROJECT AUTHORIZED PURPOSES.**

5 ~~(a) KLAMATH PROJECT PURPOSES.—~~

6 ~~(1) IN GENERAL.—Subject to paragraph (2)~~
 7 ~~and subsection (b), the purposes of the Klamath~~
 8 ~~Project include—~~

9 ~~(A) irrigation;~~

10 ~~(B) reclamation;~~

11 ~~(C) flood control;~~

12 ~~(D) municipal;~~

13 ~~(E) industrial;~~

14 ~~(F) power;~~

15 ~~(G) fish and wildlife purposes; and~~

16 ~~(H) National Wildlife Refuge purposes.~~

17 ~~(2) EFFECT OF FISH AND WILDLIFE PUR-~~
 18 ~~POSES.—~~

19 ~~(A) IN GENERAL.—Subject to subpara-~~
 20 ~~graph (B), the fish and wildlife purposes of the~~
 21 ~~Klamath Project authorized under paragraph~~
 22 ~~(1) shall not adversely affect the irrigation pur-~~
 23 ~~pose of the Klamath Project.~~

24 ~~(B) WATER ALLOCATIONS AND DELIV-~~
 25 ~~ERY.—Notwithstanding subparagraph (A), the~~

1 water allocations and delivery to the National
 2 Wildlife Refuges provided for in the Restoration
 3 Agreement shall not constitute an adverse effect
 4 on the irrigation purpose of the Klamath
 5 Project for purposes of this paragraph.

6 (b) WATER RIGHTS ADJUDICATION.—For purposes
 7 of the determination of water rights in Oregon’s Klamath
 8 Basin adjudication, until the date on which the Appendix
 9 E–1 to the Restoration Agreement is filed in Oregon’s
 10 Klamath Basin adjudication pursuant to the Restoration
 11 Agreement, the purposes of the Klamath Project shall be
 12 the purposes in effect on the day before the date of enact-
 13 ment of this Act.

14 (c) DISPOSITION OF NET REVENUES FROM LEASING
 15 OF TULE LAKE AND LOWER KLAMATH NATIONAL WILD-
 16 LIFE REFUGE LAND.—Notwithstanding any other provi-
 17 sion of law, net revenues from the leasing of refuge land
 18 within the Tule Lake National Wildlife Refuge and Lower
 19 Klamath National Wildlife Refuge under section 4 of Pub-
 20 lic Law 88–567 (78 Stat. 851) (commonly known as the
 21 “Kuchel Act”) shall be provided directly, without further
 22 appropriation, as follows:

23 (1) 10 percent of net revenues from land within
 24 the Tule Lake National Wildlife Refuge that are
 25 within the boundaries of Tulelake Irrigation District

1 to Tulalake Irrigation District, as provided in article
2 4 of Contract No. 14-06-200-5954 and section 2(a)
3 of the Act of August 1, 1956 (70 Stat. 799, chapter
4 828).

5 (2) Such amounts as are necessary to counties
6 as payments in lieu of taxes as provided in section
7 3 of Public Law 88-567 (16 U.S.C. 695m).

8 (3) 20 percent of net revenues to the Klamath
9 Basin National Wildlife Refuge Complex of the
10 United States Fish and Wildlife Service, for wildlife
11 management purposes on the Tule Lake National
12 Wildlife Refuge and the Lower Klamath National
13 Wildlife Refuge.

14 (4) 10 percent of net revenues from land within
15 the Lower Klamath National Wildlife Refuge that
16 are within the boundaries of the Klamath Drainage
17 District to Klamath Drainage District, for operation
18 and maintenance responsibility for the Federal ree-
19 lamation water delivery and drainage facilities within
20 the boundaries of the Klamath Drainage District
21 and the Lower Klamath National Wildlife Refuge
22 exclusive of the Klamath Straits Drain, subject to a
23 transfer agreement with the Bureau of Reclamation
24 under which the Klamath Drainage District assumes
25 the operation and maintenance duties of the Bureau

of Reclamation for Klamath Drainage District (Area
K) lease land exclusive of Klamath Straits Drain.

(5) The remainder of net revenues to the Bu-
reau of Reclamation for—

(A) operation and maintenance costs of
Link River and Keno Dams incurred by the
United States; and

(B) to the extent that the revenues re-
ceived under this paragraph for any year exceed
the costs described in subparagraph (A)—

(i) future capital costs of the Klamath
Project; or

(ii) the Renewable Power Program de-
scribed in section 17.7 of the Restoration
Agreement, pursuant to an expenditure
plan submitted to and approved by the
Secretary.

SEC. 5. TRIBAL COMMITMENTS; RELEASE OF CLAIMS.

(a) ACTIONS BY KLAMATH TRIBES.—

(1) RESTORATION AGREEMENT COMMITMENTS
ACKNOWLEDGED AND AGREED TO.—In consideration
for the resolution of any contest or exception of the
Klamath Project Water Users to the water rights
claims of the Klamath Tribes and the United States
(acting as trustee for the Klamath Tribes and mem-

bers of the Klamath Tribes in Oregon's Klamath Basin adjudication); and for the other commitments of the Klamath Project Water Users described in the Restoration Agreement; and for other benefits described in the Restoration Agreement and this Act, the Klamath Tribes (on behalf of the Klamath Tribes and the members of the Klamath Tribes) may make the commitments provided in the Restoration Agreement.

(2) UPPER BASIN AGREEMENT COMMITMENTS ACKNOWLEDGED AND AGREED TO.—In consideration for the resolution of any contest or exception of the Off-Project Irrigators to the water rights claims of the Klamath Tribes and the United States (acting as trustee for the Klamath Tribes and members of the Klamath Tribes in Oregon's Klamath Basin adjudication); and for the other commitments of the Off-Project Irrigators described in the upper Basin Agreement; and for other benefits described in the Upper Basin Agreement and this Act, the Klamath Tribes (on behalf of the Klamath Tribes and the members of the Klamath Tribes) may make the commitments provided in the Upper Basin Agreement.

1 ~~(3) NO FURTHER ACTION REQUIRED.—~~Except
 2 as provided in subsection (e), the commitments de-
 3 scribed in paragraphs ~~(1)~~ and ~~(2)~~ are confirmed as
 4 effective and binding, in accordance with the terms
 5 of the commitments, without further action by the
 6 Klamath Tribes.

7 ~~(4) ADDITIONAL COMMITMENTS.—~~The Klamath
 8 Tribes (on behalf of the tribe and the members of
 9 the tribe) may make additional commitments and as-
 10 surances in exchange for the resolution of its claims
 11 described in section 1.3.1 or 2.5.1 of the Upper
 12 Basin Agreement, subject to the conditions that the
 13 commitments and assurances shall be—

14 (A) consistent with this Act, the Settle-
 15 ments, and other applicable provisions of law,
 16 based on the totality of the circumstances; and

17 (B) covered by a written agreement signed
 18 by the Klamath Tribes and the United States
 19 (acting as trustee for the tribe and the mem-
 20 bers of the tribe in Oregon's Klamath Basin ad-
 21 judication) pursuant to subsection (f).

22 ~~(b) ACTIONS BY KARUK TRIBE AND YUOK~~
 23 ~~TRIBE.—~~

24 ~~(1) COMMITMENTS ACKNOWLEDGED AND~~
 25 ~~AGREED TO.—~~In consideration for the commitments

1 of the Klamath Project Water Users described in the
 2 Restoration Agreement, and other benefits described
 3 in the Restoration Agreement and this Act, the
 4 Karuk Tribe and the Yurok Tribe (on behalf of the
 5 tribe and the members of the tribe) may make the
 6 commitments provided in the Restoration Agree-
 7 ment.

8 (2) NO FURTHER ACTION REQUIRED.—Except
 9 as provided in subsection (c), the commitments de-
 10 scribed in paragraph (1) are confirmed as effective
 11 and binding, in accordance with the terms of the
 12 commitments, without further action by the Yurok
 13 Tribe or Karuk Tribe.

14 (c) RELEASE OF CLAIMS BY PARTY TRIBES.—

15 (1) IN GENERAL.—Subject to paragraph (2),
 16 subsection (d), and the Agreements, but without oth-
 17 erwise affecting any right secured by a treaty, Exec-
 18 utive order, or other law, the Party tribes (on behalf
 19 of the tribes and the members of the tribes) may re-
 20 linquish and release certain claims against the
 21 United States (including any Federal agencies and
 22 employees) described in sections 15.3.5.A,
 23 15.3.6.B.i, and 15.3.7.B.i of the Restoration Agree-
 24 ment and, in the case of the Klamath Tribes, section
 25 2.5 of the Upper Basin Agreement.

1 (2) ~~CONDITIONS.—~~The relinquishments and re-
 2 leases under paragraph (1) shall not take force or
 3 effect until the terms described in sections ~~15.3.5.C,~~
 4 ~~15.3.5.D,~~ ~~15.3.6.B.iii,~~ ~~15.3.7.B.iii,~~ ~~15.3.7.B.iv,~~ and
 5 ~~33.2.1~~ of the Restoration Agreement and sections
 6 2.4 and 10 of the Upper Basin Agreement have been
 7 fulfilled.

8 (d) ~~RETENTION OF RIGHTS OF PARTY TRIBES.—~~
 9 Notwithstanding subsections (a) through (c) or any other
 10 provision of this Act, the Party tribes (on behalf of the
 11 tribes and the members of the tribes) and the United
 12 States (acting as trustee for the Party tribes), shall re-
 13 tain—

14 (1) all claims and rights described in sections
 15 ~~15.3.5.B,~~ ~~15.3.6.B.ii,~~ and ~~15.3.7.B.ii~~ of the Restora-
 16 tion Agreement; and

17 (2) any other claims and rights retained by the
 18 Party Tribes in negotiations pursuant to section
 19 ~~15.3.5.D,~~ ~~15.3.6.B.iv,~~ and ~~15.3.7.B.iv~~ of the Res-
 20 toration Agreement.

21 (e) ~~TOLLING OF CLAIMS.—~~

22 (1) ~~IN GENERAL.—~~Subject to paragraph (2),
 23 the period of limitation and time-based equitable de-
 24 fense relating to a claim described in subsection (c)
 25 shall be tolled during the period—

1 (A) beginning on the date of enactment of
2 this Act; and

3 (B) ending on the earlier of—

4 (i) the date on which the Secretary
5 publishes the notice described in sections
6 15.3.5.C, 15.3.6.B.iii, and 15.3.7.B.iii of
7 the Restoration Agreement; or

8 (ii) December 1, 2030.

9 (2) EFFECT OF TOLLING.—Nothing in this sub-
10 section—

11 (A) revives any claim or tolls any period of
12 limitation or time-based equitable defense that
13 expired before the date of enactment of this
14 Act; or

15 (B) precludes the tolling of any period of
16 limitation or any time-based equitable defense
17 under any other applicable law.

18 (f) ACTIONS OF UNITED STATES AS TRUSTEE.—

19 (1) RESTORATION AGREEMENT COMMITMENTS
20 AUTHORIZED.—In consideration for the commit-
21 ments of the Klamath Project Water Users de-
22 scribed in the Restoration Agreement and for other
23 benefits described in the Restoration Agreement and
24 this Act, the United States, acting as trustee for the
25 federally recognized tribes of the Klamath Basin and

1 the members of such tribes, may make the commit-
 2 ments provided in the Restoration Agreement.

3 ~~(2) UPPER BASIN AGREEMENT COMMITMENTS~~
 4 ~~AUTHORIZED.~~—In consideration for the commit-
 5 ments of the Off-Project Irrigators described in the
 6 Upper Basin Agreement and for other benefits de-
 7 scribed in the Upper Basin Agreement and this Act,
 8 the United States, acting as trustee for the Klamath
 9 Tribes and the members of the Klamath Tribes, may
 10 make the commitments provided in the Upper Basin
 11 Agreement.

12 ~~(3) NO FURTHER ACTION.~~—The commitments
 13 described in paragraphs (1) and (2) are confirmed
 14 as effective and binding, in accordance with the
 15 terms of the commitments, without further action by
 16 the United States.

17 ~~(4) ADDITIONAL COMMITMENTS.~~—The United
 18 States, acting as trustee for the Klamath Tribes and
 19 the members of the Klamath Tribes in Oregon's
 20 Klamath Basin Adjudication, may make additional
 21 commitments and assurances of rights in exchange
 22 for the resolution of the tribal water right claims de-
 23 scribed in section 1.3.1 or 2.5.1 of the Upper Basin
 24 Agreement, subject to the conditions that the com-
 25 mitments or assurances shall be—

1 (A) consistent with this Act, the Settle-
 2 ments, and other applicable provisions of law,
 3 based on the totality of the circumstances; and

4 (B) covered by a written agreement signed
 5 by the Klamath Tribes and the United States
 6 (acting as trustee for the Klamath Tribes and
 7 the members of the tribe in Oregon's Klamath
 8 Basin adjudication) under subsection (a)(3)(B).

9 (g) JUDICIAL REVIEW.—Judicial review of a decision
 10 of the Secretary concerning any right or obligation under
 11 section 15.3.5.C, 15.3.6.B.iii, 15.3.7.B.iii, 15.3.8.B, or
 12 15.3.9 of the Restoration Agreement shall be in accord-
 13 ance with the standard and scope of review under sub-
 14 chapter II of chapter 5, and chapter 7, of title 5, United
 15 States Code (commonly known as the “Administrative
 16 Procedure Act”).

17 (h) EFFECT OF SECTION.—Nothing in this section—
 18 (1) affects the ability of the United States to
 19 take any action—

20 (A) authorized by law to be taken in the
 21 sovereign capacity of the United States, includ-
 22 ing any law relating to health, safety, or the en-
 23 vironment, including—

24 (i) the Federal Water Pollution Con-
 25 trol Act (33 U.S.C. 1251 et seq.);

- 1 (ii) the Safe Drinking Water Act (42
2 U.S.C. 300f et seq.);
- 3 (iii) the Solid Waste Disposal Act (42
4 U.S.C. 6901 et seq.);
- 5 (iv) the Comprehensive Environmental
6 Response, Compensation, and Liability Act
7 of 1980 (42 U.S.C. 9601 et seq.);
- 8 (v) the Endangered Species Act of
9 1973 (16 U.S.C. 1531 et seq.); and
- 10 (vi) regulations implementing the Acts
11 described in this subparagraph; and
- 12 (B) as trustee for the benefit of any feder-
13 ally recognized Indian tribe other than an In-
14 dian tribe of the Klamath Basin;
- 15 (C) as trustee for the Party tribes to en-
16 force the Agreements and this Act through such
17 legal and equitable remedies as are available in
18 an appropriate United States court or State
19 court or administrative proceeding, including
20 Oregon's Klamath Basin adjudication; or
- 21 (D) as trustee for the federally recognized
22 Indian tribes of the Klamath Basin and the
23 members of the tribes, in accordance with the
24 Agreements and this Act—

1 (i) to acquire water rights after the
2 effective date of the Agreements (as de-
3 fined in section 1.5.1 of the Restoration
4 Agreement and section 14.3 of the Upper
5 Basin Agreement);

6 (ii) to use and protect water rights,
7 including water rights acquired after the
8 effective date of the Agreements (as de-
9 fined in section 1.5.1 of the Restoration
10 Agreement and section 14.3 of the Upper
11 Basin Agreement), subject to the Agree-
12 ments; or

13 (iii) to claim a water right or continue
14 to advocate for an existing claim for water
15 rights in an appropriate United States
16 court or State court or administrative pro-
17 ceeding; subject to the Agreements;

18 ~~(2) affects the treaty fishing, hunting, trapping,~~
19 ~~pasturing, or gathering right of any Indian tribe ex-~~
20 ~~cept to the extent expressly provided in this Act or~~
21 ~~the Agreements; or~~

22 ~~(3) affects any right, remedy, privilege, immu-~~
23 ~~nity, power, or claim not specifically relinquished~~
24 ~~and released under, or limited by, this Act or the~~
25 ~~Agreements.~~

1 **SEC. 6. WATER AND POWER PROVISIONS.**

2 The Klamath Basin Water Supply Enhancement Act
3 of 2000 (Public Law 106–498; 114 Stat. 2221) is amend-
4 ed—

5 (1) by redesignating sections 4 through 6 as
6 sections 5 through 7, respectively; and

7 (2) by inserting after section 3 the following:

8 **“SEC. 4. WATER MANAGEMENT AND PLANNING ACTIVITIES.**

9 **“(a) DEFINITIONS.—**In this section:

10 **“(1) OFF-PROJECT AREA.—**The term ‘Off-
11 Project Area’ means—

12 **“(A)** the areas within the Sprague River,
13 Sycan River, Williamson River, and Wood Val-
14 ley (including Crooked Creek, Sevenmile Creek,
15 Fourmile Creek, and Crane Creek) subbasins
16 referred to in Exhibit B of the Upper Basin
17 Agreement; and

18 **“(B)** to the extent provided for in the
19 Upper Basin Agreement, any other areas for
20 which claims described by section 1.3 or 2.5.1
21 of the Upper Basin Agreement are settled as
22 provided for in section 2.5.1 of the Upper Basin
23 Agreement.

24 **“(2) ON-PROJECT POWER USER.—**The term
25 ‘On-Project Power User’ has the meaning given the
26 term in the Restoration Agreement.

1 “(3) RESTORATION AGREEMENT.—The term
 2 ‘Restoration Agreement’ means the agreement enti-
 3 tled ‘Klamath River Basin Restoration Agreement
 4 for the Sustainability of Public and Trust Resources
 5 and Affected Communities’ and dated February 18,
 6 2010 (including any amendments adopted prior to
 7 the date of enactment of this Act and any further
 8 amendment to that agreement approved pursuant to
 9 section 3(a) of the Klamath Basin Water Recovery
 10 and Economic Restoration Act of 2014).

11 “(4) UPPER BASIN AGREEMENT.—The term
 12 ‘Upper Basin Agreement’ means the agreement enti-
 13 tled ‘Upper Klamath Basin Comprehensive Agree-
 14 ment’ and dated April 18, 2014 (including any
 15 amendment to that agreement).

16 “(b) ACTION BY SECRETARY.—The Secretary may
 17 carry out any activities, including by entering into an
 18 agreement or contract or otherwise making financial as-
 19 sistance available—

20 “(1) to align water supplies with demand, in-
 21 cluding activities to reduce water consumption and
 22 demand, consistent with the Restoration Agreement
 23 or the Upper Basin Agreement;

24 “(2) to limit the net costs of power used to
 25 manage water (including by arranging for delivery of

1 Federal power, consistent with the Restoration
 2 Agreement and the Upper Basin Agreement) for—
 3 “(A) the Klamath Project (within the
 4 meaning of section 2);
 5 “(B) the On-Project Power Users;
 6 “(C) irrigators in the Off-Project Area;
 7 and
 8 “(D) the Klamath Basin National Wildlife
 9 Refuge Complex; and
 10 “(3) to restore any ecosystem and otherwise
 11 protect fish and wildlife in the Klamath Basin wa-
 12 tershed, including tribal fishery resources held in
 13 trust, consistent with Restoration Agreement and
 14 the Upper Basin Agreement.”.

15 **SEC. 7. KLAMATH TRIBES TRIBAL RESOURCE FUND.**

16 (a) **ESTABLISHMENT.**—There is established in the
 17 Treasury of the United States a fund to be known as the
 18 “Klamath Tribes Tribal Resource Fund” (referred to in
 19 this section as the “Fund”); consisting of the amounts de-
 20 posited in the Fund under subsection (b), together with
 21 any interest earned on those amounts; to be managed, in-
 22 vested, and administered by the Secretary for the benefit
 23 of the Klamath Tribes in accordance with the terms of
 24 section 2.4 of the Upper Basin Agreement, to remain
 25 available until expended.

1 (b) TRANSFERS TO FUND.—The Fund shall consist
 2 of such amounts as are appropriated to the Fund under
 3 subsection (i), which shall be deposited in the Fund not
 4 later than 60 days after the amounts are appropriated and
 5 any interest under subsection (e) or (d).

6 (c) MANAGEMENT BY THE SECRETARY.—Absent an
 7 approved tribal investment plan under subsection (d) or
 8 an economic development plan under subsection (e), the
 9 Secretary shall manage, invest, and distribute all amounts
 10 in the Fund in a manner that is consistent with the invest-
 11 ment authority of the Secretary under—

12 (1) the first section of the Act of June 24,
 13 1938 (25 U.S.C. 162a);

14 (2) the American Indian Trust Fund Manage-
 15 ment Reform Act of 1994 (25 U.S.C. 4001 et seq.);
 16 and

17 (3) this section.

18 (d) INVESTMENT BY THE KLAMATH TRIBES.—

19 (1) INVESTMENT PLAN.—

20 (A) IN GENERAL.—In lieu of the invest-
 21 ment provided for in subsection (e), the Klam-
 22 ath Tribes may submit a tribal investment plan
 23 to the Secretary, applicable to all or part of the
 24 Fund, excluding the amounts described in sub-
 25 section (e)(4)(A).

1 (B) APPROVAL.—Not later than 60 days
 2 after the date on which a tribal investment plan
 3 is submitted under subparagraph (A), the Sec-
 4 retary shall approve such investment plan if the
 5 Secretary finds that the plan—

6 (i) is reasonable and sound;

7 (ii) meets the requirements of the
 8 American Indian Trust Fund Management
 9 Reform Act of 1994 (25 U.S.C. 4001 et
 10 seq.); and

11 (iii) meets the requirements of this
 12 section.

13 (C) DISAPPROVAL.—If the Secretary does
 14 not approve the tribal investment plan, the Sec-
 15 retary shall set forth in writing the particular
 16 reasons for the disapproval.

17 (2) DISBURSEMENT.—If the tribal investment
 18 plan is approved by the Secretary, the funds involved
 19 shall be disbursed from the Fund to the Klamath
 20 Tribes to be invested by the Klamath Tribes in ac-
 21 cordance with the approved tribal investment plan,
 22 subject to the requirements of this section.

23 (3) COMPLIANCE.—The Secretary may take
 24 such steps as the Secretary determines to be nec-

1 essary to monitor the compliance of a Tribe with an
 2 investment plan approved under paragraph (1)(B).

3 ~~(4) LIMITATION ON LIABILITY.~~—The United
 4 States shall not be—

5 ~~(A)~~ responsible for the review, approval, or
 6 audit of any individual investment under an ap-
 7 proved investment plan; or

8 ~~(B)~~ directly or indirectly liable with respect
 9 to any such investment, including any act or
 10 omission of the Klamath Tribes in managing or
 11 investing amounts in the Fund.

12 ~~(5) REQUIREMENTS.~~—The principal and income
 13 derived from tribal investments carried out pursuant
 14 to an investment plan approved under subparagraph
 15 ~~(B)~~ shall be—

16 ~~(A)~~ subject to the requirements of this sec-
 17 tion; and

18 ~~(B)~~ expended only in accordance with an
 19 economic development plan approved under sub-
 20 section (c).

21 ~~(c) ECONOMIC DEVELOPMENT PLAN.~~—

22 ~~(1) IN GENERAL.~~—The Klamath Tribes shall
 23 submit to the Secretary an economic development
 24 plan for the use of the Fund, including the expendi-
 25 ture of any principal or income derived from man-

1 agement under subsection (c) or from tribal invest-
2 ments carried out under subsection (d).

3 ~~(2) APPROVAL.~~—Not later than 60 days after
4 the date on which an economic development plan is
5 submitted under paragraph (1), the Secretary shall
6 approve the economic development plan if the Sec-
7 retary finds that the plan meets the requirements of
8 the American Indian Trust Fund Management Re-
9 form Act of 1994 (25 U.S.C. 4001 et seq.) and this
10 section.

11 ~~(3) USE OF FUNDS.~~—The economic develop-
12 ment plan under this subsection shall—

13 ~~(A)~~ require that the Klamath Tribes spend
14 all amounts withdrawn from the Fund in ac-
15 cordance with this section; and

16 ~~(B)~~ include such terms and conditions as
17 are necessary to meet the requirements of this
18 section.

19 ~~(4) RESOURCE ACQUISITION AND ENHANCE-~~
20 ~~MENT PLAN.~~—The economic development plan shall
21 include a resource acquisition and enhancement
22 plan, which shall—

23 ~~(A)~~ require that not less than ½ of the
24 amounts appropriated for each fiscal year to
25 carry out this section shall be used to enhance;

1 restore, and utilize the natural resources of the
 2 Klamath Tribes, in a manner that also provides
 3 for the economic development of the Klamath
 4 Tribes and, as determined by the Secretary, di-
 5 rectly or indirectly benefit adjacent non-Indian
 6 communities; and

7 (B) be reasonably related to the protection,
 8 acquisition, enhancement, or development of
 9 natural resources for the benefit of the Klamath
 10 Tribes and members of the Klamath Tribes.

11 (5) MODIFICATION.—Subject to the require-
 12 ments of this Act and approval by the Secretary, the
 13 Klamath Tribes may modify a plan approved under
 14 this subsection.

15 (6) LIMITATION ON LIABILITY.—The United
 16 States shall not be directly or indirectly liable for
 17 any claim or cause of action arising from—

18 (A) the approval of a plan under this para-
 19 graph; or

20 (B) the use or expenditure by the Klamath
 21 Tribes of any amount in the Fund.

22 (f) LIMITATION ON PER CAPITA DISTRIBUTIONS.—
 23 No amount in the Fund (including any income accruing
 24 to the amount) and no revenue from any water use con-

1 tract may be distributed to any member of the Klamath
 2 Tribes on a per capita basis.

3 ~~(g) LIMITATION ON DISBURSEMENT.—~~

4 ~~(1) IN GENERAL.—Subject to paragraph (2),~~
 5 ~~amounts in the Fund shall not be available for dis-~~
 6 ~~bursement under this section until the Klamath~~
 7 ~~Tribes—~~

8 ~~(A) make the commitments set forth in the~~
 9 ~~Agreements; and~~

10 ~~(B) are determined by the Secretary to be~~
 11 ~~in substantial compliance with those commit-~~
 12 ~~ments.~~

13 ~~(2) EARLY DISBURSEMENT.—Based on the~~
 14 ~~unique history of the loss of reservation land by the~~
 15 ~~Klamath Tribes through termination of Federal rec-~~
 16 ~~ognition and acknowledging that restoration of tribal~~
 17 ~~land is essential to building the tribal economy and~~
 18 ~~achieving self-determination, the Secretary may dis-~~
 19 ~~burse funds to the Klamath Tribes prior to the sat-~~
 20 ~~isfaction of the requirements of paragraph (1) on a~~
 21 ~~determination by the Secretary that such funds are~~
 22 ~~available and that early disbursement will support~~
 23 ~~activities designed to increase employment opportu-~~
 24 ~~nities for members of the Klamath Tribes.~~

1 (3) AGREEMENTS.—Any such disbursement
 2 shall be in accordance with a written agreement be-
 3 tween the Secretary and the Klamath Tribes that
 4 provides the following:

5 (A) For any disbursement to purchase land
 6 that is to be placed in trust pursuant to section
 7 6 of the Klamath Indian Tribe Restoration Act
 8 (25 U.S.C. 566d), the written agreement shall
 9 specify that if assurances made do not become
 10 permanent as described in section 15.3.3 of the
 11 Restoration Agreement and on publication of a
 12 notice by the Secretary pursuant to section
 13 15.3.4.C of the Restoration Agreement or sec-
 14 tion 10.2 of the Upper Basin Agreement, any
 15 land purchased with disbursements from the
 16 Fund shall revert back to sole ownership by the
 17 United States unless, prior to reversion, the
 18 Klamath Tribes enter into a written agreement
 19 to repay the purchase price to the United
 20 States, without interest, in annual installments
 21 over a period not to exceed 40 years.

22 (B) For any disbursement to support eco-
 23 nomic activity and creation of tribal employ-
 24 ment opportunities (including any rehabilitation
 25 of existing properties to support economic ac-

1 tivities); the written agreement shall specify
 2 that if assurances made do not become perma-
 3 nent as described in section 15.3.3 of the Res-
 4 toration Agreement and on publication of a no-
 5 tice by the Secretary pursuant to section
 6 15.3.4.C of the Restoration Agreement or sec-
 7 tion 10.2 of the Upper Basin Agreement, any
 8 amounts disbursed from the Fund shall be re-
 9 paid to the United States, without interest, in
 10 annual installments over a period not to exceed
 11 40 years.

12 (h) PROHIBITION.—Amounts in the Fund may not
 13 be made available for any purpose other than a purpose
 14 described in this section.

15 (i) ANNUAL REPORTS.—

16 (1) IN GENERAL.—Not later than 60 days after
 17 the end of each fiscal year beginning with fiscal year
 18 2014, the Secretary shall submit to the Committee
 19 on Appropriations of the House of Representatives,
 20 the Committee on Appropriations of the Senate, and
 21 the appropriate authorizing committees of the Sen-
 22 ate and the House of Representatives a report on
 23 the operation of the Fund during the fiscal year.

24 (2) CONTENTS.—Each report shall include, for
 25 the fiscal year covered by the report, the following:

1 (A) A statement of the amounts deposited
2 into the Fund.

3 (B) A description of the expenditures made
4 from the Fund for the fiscal year, including the
5 purpose of the expenditures.

6 (C) Recommendations for additional au-
7 thorities to fulfill the purpose of the Fund.

8 (D) A statement of the balance remaining
9 in the Fund at the end of the fiscal year.

10 (j) NO THIRD PARTY RIGHTS.—This section does not
11 create or vest rights or benefits for any party other than
12 the Klamath Tribes and the United States.

13 (k) AUTHORIZATION OF APPROPRIATIONS.—There is
14 authorized to be appropriated to carry out this section
15 \$8,000,000 for each fiscal year, not to exceed a total
16 amount of \$40,000,000.

17 **SEC. 8. HYDROELECTRIC FACILITIES.**

18 (a) SECRETARIAL DETERMINATION.—

19 (1) IN GENERAL.—Subject to paragraph (3), in
20 accordance with section 3 of the Hydroelectric Set-
21 tlement, the Secretary shall—

22 (A) as soon as practicable after the date of
23 enactment of this Act, determine whether to
24 proceed with facilities removal, based on wheth-
25 er facilities removal—

(i) would advance restoration of the salmonid fisheries of the Klamath Basin; and

(ii) is in the public interest, taking into account potential impacts on affected local communities and federally recognized Indian tribes; and

(B) if the Secretary determines under subparagraph (A) to proceed with facilities removal, include in the determination the designation of a dam removal entity, subject to paragraph (6).

(2) BASIS FOR SECRETARIAL DETERMINATION TO PROCEED.—For purposes of making a determination under paragraph (1)(A), the Secretary, in cooperation with the Secretary of Commerce and other appropriate entities, shall—

(A) use existing information;

(B) conduct any necessary additional studies;

(C) comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.); and

(D) take such other actions as the Secretary determines to be appropriate to support

1 the determination of the Secretary under para-
 2 graph (1).

3 ~~(3) CONDITIONS FOR SECRETARIAL DETER-~~
 4 ~~MINATION TO PROCEED.~~—The Secretary may not
 5 make or publish the determination under this sub-
 6 section, unless the conditions specified in section
 7 3.3.4 of the Hydroelectric Settlement have been sat-
 8 isfied.

9 ~~(4) PUBLICATION OF NOTICE.~~—The Secretary
 10 shall publish notification of the determination of the
 11 Secretary under this subsection in the Federal Reg-
 12 ister.

13 ~~(5) JUDICIAL REVIEW OF SECRETARIAL DETER-~~
 14 ~~MINATION.~~—

15 ~~(A) IN GENERAL.~~—For purposes of judi-
 16 cial review, the determination of the Secretary
 17 shall constitute a final agency action with re-
 18 spect to whether or not to proceed with facili-
 19 ties removal.

20 ~~(B) PETITION FOR REVIEW.~~—

21 ~~(i) FILING.~~—

22 ~~(I) IN GENERAL.~~—Judicial re-
 23 view of the determination of the Sec-
 24 retary and related actions to comply
 25 with environmental laws (including

1 the National Environmental Policy
 2 Act of 1969 (42 U.S.C. 4321 et seq.),
 3 the Endangered Species Act of 1973
 4 (16 U.S.C. 1531 et seq.), and the Na-
 5 tional Historic Preservation Act (16
 6 U.S.C. 470 et seq.) may be obtained
 7 by an aggrieved person only as pro-
 8 vided in this paragraph.

9 (II) JURISDICTION.—A petition
 10 for review under this paragraph may
 11 be filed only in the United States
 12 Court of Appeals for the District of
 13 Columbia Circuit or in the Ninth Cir-
 14 cuit Court of Appeals.

15 (III) LIMITATION.—A district
 16 court of the United States and a
 17 State court shall not have jurisdiction
 18 to review the determination of the
 19 Secretary or related actions to comply
 20 with environmental laws described in
 21 subclause (I).

22 (ii) DEADLINE.—

23 (I) IN GENERAL.—Except as pro-
 24 vided in subclause (II), any petition
 25 for review under this paragraph shall

1 be filed not later than 60 days after
 2 the date of publication of the deter-
 3 mination of the Secretary in the Fed-
 4 eral Register.

5 (II) SUBSEQUENT GROUNDS.—If

6 a petition is based solely on grounds
 7 arising after the date that is 60 days
 8 after the date of publication of the de-
 9 termination of the Secretary in the
 10 Federal Register, the petition for re-
 11 view under this subsection shall be
 12 filed not later than 60 days after the
 13 grounds arise.

14 (C) IMPLEMENTATION.—Any action of the

15 Secretary with respect to which review could
 16 have been obtained under this paragraph shall
 17 not be subject to judicial review in any action
 18 relating to the implementation of the deter-
 19 mination of the Secretary or in proceedings for
 20 enforcement of the Hydroelectric Settlement.

21 (D) APPLICABLE STANDARD AND SCOPE.—

22 Judicial review of the determination of the Sec-
 23 retary shall be in accordance with the standard
 24 and scope of review under subchapter II of
 25 chapter 5, and chapter 7, of title 5, United

1 States Code (commonly known as the “Admin-
 2 istrative Procedure Act”).

3 ~~(E) NONTOLLING.~~—The filing of a petition
 4 for reconsideration by the Secretary of an ac-
 5 tion subject to review under this subsection
 6 shall not—

7 (i) affect the finality of the action for
 8 purposes of judicial review;

9 (ii) extend the time within which a pe-
 10 tition for judicial review under this sub-
 11 section may be filed; or

12 (iii) postpone the effectiveness of the
 13 action.

14 ~~(6) REQUIREMENTS FOR DAM REMOVAL ENTI-~~
 15 ~~TY.~~—A dam removal entity designated by the Sec-
 16 retary under paragraph ~~(1)(B)~~ shall—

17 ~~(A)~~ have the capabilities for facilities re-
 18 moval described in section 7.1.1 of the Hydro-
 19 electric Settlement; and

20 ~~(B)~~ be the Department of the Interior, ex-
 21 cept that the Secretary, consistent with section
 22 3.3.4.E of the Hydroelectric Settlement, may
 23 designate a non-Federal dam removal entity
 24 if—

(i) the Secretary, in the sole judgment and discretion of the Secretary, finds that the dam removal entity-designate—

(I) is qualified; and

(II) has the capabilities described in subparagraph (A);

(ii) the States of California and Oregon have concurred in the finding under clause (i); and

(iii) the dam removal entity-designate has committed, if so designated, to perform facilities removal within the State Cost Cap as described in section 4.1.3 of the Hydroelectric Settlement.

~~(7) RESPONSIBILITIES OF DAM REMOVAL ENTITY.—~~The dam removal entity designated by the Secretary under paragraph (1)(B) shall have the responsibilities described in section 7.1.2 of the Hydroelectric Settlement.

~~(b) FACILITIES REMOVAL.—~~

~~(1) APPLICABILITY.—~~This subsection shall apply if—

(A) the determination of the Secretary under subsection (a) provides for proceeding with facilities removal;

1 (B) the State of California and the State
2 of Oregon concur in the determination of the
3 Secretary, in accordance with section ~~3.3.5~~ of
4 the Hydroelectric Settlement;

5 (C) the availability of non-Federal funds
6 for the purposes of facilities removal is con-
7 sistent with the Hydroelectric Settlement; and

8 (D) the Hydroelectric Settlement has not
9 terminated in accordance with section ~~8.11~~ of
10 the Hydroelectric Settlement.

11 (2) NON-FEDERAL FUNDS.—

12 (A) IN GENERAL.—Notwithstanding title
13 ~~31~~, United States Code, if the Department of
14 the Interior is designated as the dam removal
15 entity under subsection (a)(1)(B), the Secretary
16 may accept, manage, and expend, without fur-
17 ther appropriation, non-Federal funds for the
18 purpose of facilities removal in accordance with
19 sections 4 and 7 of the Hydroelectric Settle-
20 ment.

21 (B) REFUND.—The Secretary may admin-
22 ister and refund any amounts described in sub-
23 paragraph (A) received from the State of Cali-
24 fornia in accordance with the requirements es-
25 tablished by the State.

1 ~~(3)~~ AGREEMENTS.—The dam removal entity
 2 may enter into agreements and contracts as nec-
 3 essary to assist in the implementation of the Hydro-
 4 electric Settlement.

5 ~~(4)~~ PROCEEDING WITH FACILITIES REMOVAL.—

6 ~~(A)~~ IN GENERAL.—The dam removal enti-
 7 ty shall, consistent with the Hydroelectric Set-
 8 tlement—

9 (i) develop a definite plan for facilities
 10 removal as described in section 7 of the
 11 Hydroelectric Settlement, including a
 12 schedule for facilities removal;

13 (ii) obtain all permits, authorizations,
 14 entitlements, certifications, and other ap-
 15 provals necessary to implement facilities
 16 removal, including a permit under section
 17 404 of the Federal Water Pollution Con-
 18 trol Act (~~33~~ U.S.C. 1344), notwithstanding
 19 subsection (r) of that section; and

20 (iii) implement facilities removal.

21 ~~(B)~~ STATE AND LOCAL LAWS.—

22 (i) IN GENERAL.—Except as provided
 23 in clause (ii), facilities removal shall be
 24 subject to applicable requirements of State
 25 and local laws relating to permits and

1 other authorizations, to the extent the re-
 2 quirements are not in conflict with Federal
 3 law, including the determination of the
 4 Secretary under subsection (a) and the
 5 definite plan (including the schedule) for
 6 facilities removal authorized under this
 7 Act.

8 (ii) LIMITATIONS.—Clause (i) shall
 9 not affect—

10 (I) the authorities of the States
 11 regarding concurrence with the deter-
 12 mination of the Secretary under sub-
 13 section (a) in accordance with State
 14 law; or

15 (II) the authority of a State pub-
 16 lic utility commission regarding fund-
 17 ing of facilities removal.

18 (iii) JURISDICTION.—The United
 19 States district courts shall have original ju-
 20 risdiction over all claims regarding the con-
 21 sistency of State and local laws regarding
 22 permits and other authorizations, and of
 23 State and local actions pursuant to those
 24 laws, with the definite plan (including the

schedule) for facilities removal authorized under this Act.

~~(C)~~ ACCEPTANCE OF TITLE TO FACILITIES.—

(i) IN GENERAL.—The dam removal entity may accept from PacifiCorp all rights, titles, permits, and other interests in the facilities and associated land, for facilities removal and for disposition of facility land (as provided in section 7.6.4 of the Hydroelectric Settlement) on providing to PacifiCorp a notice that the dam removal entity is ready to commence facilities removal in accordance with section 7.4.1 of the Hydroelectric Settlement.

(ii) NON-FEDERAL DAM REMOVAL ENTITY.—Notwithstanding section 8 of the Federal Power Act (16 U.S.C. 801), the transfer of title to facilities from PacifiCorp to a non-Federal dam removal entity, in accordance with the Hydroelectric Settlement and this Act, is authorized.

~~(D)~~ CONTINUED POWER GENERATION.—

1 (i) IN GENERAL.—In accordance with
 2 an agreement negotiated under clause (ii),
 3 on transfer of title pursuant to subpara-
 4 graph (C) and until the dam removal enti-
 5 ty instructs PacifiCorp to cease the gen-
 6 eration of power, PacifiCorp may continue,
 7 consistent with State law—

8 (I) to generate, and retain title
 9 to, any power generated by the facili-
 10 ties in accordance with section 7 of
 11 the Hydroelectric Settlement; and

12 (II) to transmit and use the
 13 power for the benefit of the customers
 14 of PacifiCorp under the jurisdiction of
 15 applicable State public utility commis-
 16 sions and the Commission.

17 (ii) AGREEMENT WITH DAM REMOVAL
 18 ENTITY.—As a condition of transfer of
 19 title pursuant to subparagraph (C), the
 20 dam removal entity shall enter into an
 21 agreement with PacifiCorp that provides
 22 for continued generation of power in ac-
 23 cordance with clause (i).

24 (5) LICENSES AND JURISDICTION.—

25 (A) ANNUAL LICENSES.—

1 (i) IN GENERAL.—The Commission
2 shall issue annual licenses authorizing
3 PacifiCorp to continue to operate the fa-
4 cilities until PacifiCorp transfers title to all
5 of the facilities.

6 (ii) TERMINATION.—The annual li-
7 censes shall terminate with respect to a fa-
8 cility on transfer of title for the facility
9 from PacifiCorp to the dam removal entity.

10 (iii) STAGED REMOVAL.—

11 (I) IN GENERAL.—On transfer of
12 title of any facility by PacifiCorp to
13 the dam removal entity, annual license
14 conditions shall no longer be in effect
15 with respect to the facility.

16 (II) NONTRANSFER OF TITLE.—
17 Annual license conditions shall remain
18 in effect with respect to any facility
19 for which PacifiCorp has not trans-
20 ferred title to the dam removal entity
21 to the extent compliance with the an-
22 nual license conditions are not pre-
23 vented by the removal of any other fa-
24 cility.

1 (B) JURISDICTION.—The jurisdiction of
 2 the Commission under part I of the Federal
 3 Power Act (16 U.S.C. 792 et seq.) shall termi-
 4 nate with respect to a facility on the transfer of
 5 title for the facility from PacifiCorp to the dam
 6 removal entity.

7 (C) RELICENSING.—

8 (i) IN GENERAL.—The Commission
 9 shall—

10 (H) stay the proceeding of the
 11 Commission regarding the pending li-
 12 cense application of PacifiCorp for
 13 Project No. 2082 for the period dur-
 14 ing which the Hydroelectric Settle-
 15 ment remains in effect; and

16 (HI) resume the proceeding and
 17 proceed to take final action on the
 18 new license application only if the Hy-
 19 droelectric Settlement terminates pur-
 20 suant to section 8.11 of the Hydro-
 21 electric Settlement.

22 (D) TERMINATION; LIMITATIONS.—If the
 23 Hydroelectric Settlement is terminated pursu-
 24 ant to section 8.11 of the Hydroelectric Settle-
 25 ment, the Commission, in proceedings on the

1 application for relicensing, shall not be bound
2 by the record or findings of the Secretary relat-
3 ing to the determination of the Secretary or by
4 the determination of the Secretary.

5 (c) LIABILITY PROTECTION.—

6 (1) IN GENERAL.—Notwithstanding any other
7 Federal, State, local, or common law, PacifiCorp
8 shall not be liable for any harm to an individual or
9 entity, property, or the environment, or any damages
10 resulting from facilities removal or facility oper-
11 ations arising from, relating to, or triggered by ac-
12 tions associated with facilities removal under this
13 Act, including any damage caused by the release of
14 any material or substance (including a hazardous
15 substance).

16 (2) FUNDING.—Notwithstanding any other
17 Federal, State, local, or common law, no individual
18 or entity contributing funds for facilities removal
19 shall be held liable, solely by virtue of that funding,
20 for any harm to an individual or entity, property, or
21 the environment, or damages arising from facilities
22 removal or facility operations arising from, relating
23 to, or triggered by actions associated with facilities
24 removal under this Act, including any damage

caused by the release of any material or substance
(including a hazardous substance).

~~(3)~~ PREEMPTION.—Notwithstanding section
10(c) of the Federal Power Act (16 U.S.C. 803(c)),
protection from liability pursuant to this section
shall preempt the laws of any State to the extent the
laws are inconsistent with this Act, except that this
Act shall not limit any otherwise-available immunity,
privilege, or defense under any other provision of
law.

~~(4)~~ EFFECTIVE DATE.—Liability protection
under this subsection shall take effect as the protec-
tion relates to any particular facilities on transfer of
title to the facility from PacifiCorp to the dam re-
moval entity designated by the Secretary under sub-
section (a)(1)(B).

~~(d)~~ FACILITIES NOT REMOVED.—

~~(1)~~ KENO FACILITY.—

~~(A)~~ TRANSFER.—On notice that the dam
removal entity is ready to commence removal of
the J.C. Boyle Dam, the Secretary shall accept
the transfer of title to the Keno Facility to the
United States in accordance with section 7.5 of
the Hydroelectric Settlement.

~~(B) EFFECT OF TRANSFER.~~—On the transfer under subparagraph (A), and without further action by Congress—

(i) the Keno Facility shall—

(I) become part of the Klamath Reclamation Project; and

(II) be operated and maintained in accordance with the Federal reclamation laws and this Act; and

(ii) the jurisdiction of the Commission over the Keno Facility shall terminate.

~~(2) EAST SIDE AND WEST SIDE DEVELOPMENTS.~~—On filing by PacifiCorp of an application for surrender of the East Side and West Side Developments in Project No. 2082, the Commission shall issue an order approving partial surrender of the license for Project No. 2082, including any reasonable and appropriate conditions, as provided in section 6.4.1 of the Hydroelectric Settlement.

~~(3) FALL CREEK.~~—Not later than 60 days after the date of the transfer of title to the Iron Gate Facility to the dam removal entity, the Commission shall resume timely consideration of the pending licensing application for the Fall Creek development pursuant to the Federal Power Act (16 U.S.C. 791a

et seq.); regardless of whether PacifiCorp retains ownership of Fall Creek or transfers ownership to a new licensee.

(4) IRON GATE HATCHERY.—Notwithstanding section 8 of the Federal Power Act (16 U.S.C. 801), consistent with section 7.6.6 of the Hydroelectric Settlement title to the PacifiCorp hatchery facilities within the State of California shall be transferred to the State of California at—

(A) the time of transfer to the dam removal entity of title to the Iron Gate Dam; or

(B) such other time as may be agreed to by the parties to the Hydroelectric Settlement.

SEC. 9. ADMINISTRATION AND FUNDING.

(a) AGREEMENTS.—

(1) IN GENERAL.—The Secretaries may enter into such agreements (including contracts, memoranda of understanding, financial assistance agreements, cost sharing agreements, and other appropriate agreements) with State, tribal, and local government agencies or private individuals and entities as the Secretary concerned consider to be necessary to carry out this Act and the Settlements, subject to such terms and conditions as the Secretary concerned considers to be necessary.

1 ~~(2) TRIBAL PROGRAMS.—~~Consistent with para-
 2 graph (1) and section 32 of the Restoration Agree-
 3 ment, the Secretaries shall give priority to qualified
 4 Party tribes in awarding grants, contracts, or other
 5 agreements for purposes of implementing the fish-
 6 eries programs described in part III of the Restora-
 7 tion Agreement.

8 ~~(b) ESTABLISHMENT OF ACCOUNTS.—~~There are es-
 9 tablished in the Treasury for the deposit of appropriations
 10 and other funds (including non-Federal donated funds)
 11 the following noninterest-bearing accounts:

12 ~~(1) The On-Project Plan and Power for Water~~
 13 ~~Management Fund, to be administered by the Bu-~~
 14 ~~reau of Reclamation.~~

15 ~~(2) The Water Use Retirement and Off-Project~~
 16 ~~Reliance Fund, to be administered by the United~~
 17 ~~States Fish and Wildlife Service.~~

18 ~~(3) The Klamath Drought Fund, to be adminis-~~
 19 ~~tered by the National Fish and Wildlife Foundation.~~

20 ~~(c) MANAGEMENT.—~~

21 ~~(1) IN GENERAL.—~~The accounts established by
 22 subsection (b) shall be managed in accordance with
 23 this Act and section 14.3 of the Restoration Agree-
 24 ment.

1 (2) TRANSFERS.—Notwithstanding section
 2 1535 of title 31, United States Code, the Secretaries
 3 are authorized to enter into interagency agreements
 4 for the transfer of Federal funds between Federal
 5 programs for the purpose of implementing this Act
 6 and the Settlements.

7 (d) ACCEPTANCE AND EXPENDITURE OF NON-FED-
 8 ERAL FUNDS.—

9 (1) IN GENERAL.—Notwithstanding title 31,
 10 United States Code, the Secretaries may accept and
 11 expend, without further appropriation, non-Federal
 12 funds, in-kind services, or property for purposes of
 13 implementing the Settlement.

14 (2) USE.—The funds and property described in
 15 paragraph (1) may be expended or used, as applica-
 16 ble, only for the purpose for which the funds or
 17 property were provided.

18 (e) FUNDS AVAILABLE UNTIL EXPENDED.—All
 19 funds made available for the implementation of the Settle-
 20 ments shall remain available until expended.

21 (f) TERMINATION OF AGREEMENTS.—If any Agree-
 22 ment terminates—

23 (1) any appropriated Federal funds provided to
 24 a party that are unexpended at the time of the ter-

1 mination of the Agreement shall be returned to the
 2 general fund of the Treasury; and

3 ~~(2) any appropriated Federal funds provided to~~
 4 ~~a party shall be treated as an offset against any~~
 5 ~~claim for damages by the party arising under the~~
 6 ~~Agreement.~~

7 ~~(g) BUDGET.—~~

8 ~~(1) IN GENERAL.—The budget of the President~~
 9 ~~shall include such requests as the President con-~~
 10 ~~siders to be necessary for the level of funding for~~
 11 ~~each of the Federal agencies to carry out the respon-~~
 12 ~~sibilities of the agencies under the Settlements.~~

13 ~~(2) CROSSEUT BUDGET.—Not later than the~~
 14 ~~date of submission of the budget of the President to~~
 15 ~~Congress for each fiscal year, the Director of the Of-~~
 16 ~~fice of Management and Budget shall submit to the~~
 17 ~~appropriate authorizing and appropriating commit-~~
 18 ~~tees of the Senate and the House of Representatives~~
 19 ~~a financial report containing—~~

20 ~~(A) an interagency budget crosseut report~~
 21 ~~that displays the budget proposed for each of~~
 22 ~~the Federal agencies to carry out the Settle-~~
 23 ~~ments for the upcoming fiscal year, separately~~
 24 ~~showing funding requested under preexisting~~

1 authorities and new authorities provided by this
2 Act;

3 ~~(B)~~ a detailed accounting of all funds re-
4 ceived and obligated by all Federal agencies re-
5 sponsible for implementing the Settlements; and

6 ~~(C)~~ a budget for proposed actions to be
7 carried out in the upcoming fiscal year by the
8 applicable Federal agencies in the upcoming fis-
9 cal year.

10 ~~(h)~~ REPORT TO CONGRESS.—Not later than the date
11 of submission of the budget of the President to Congress
12 for each fiscal year, the Secretaries shall submit to the
13 appropriate authorizing committees of the Senate and the
14 House of Representatives a report that describes—

15 ~~(1)~~ the status of implementation of all of the
16 Settlements;

17 ~~(2)~~ expenditures during the preceding fiscal
18 year for implementation of all of the Settlements;

19 ~~(3)~~ the current schedule and funding levels that
20 are needed to complete implementation of each of
21 the Settlements;

22 ~~(4)~~ achievements in advancing the purposes of
23 complying with the Endangered Species Act of 1973
24 ~~(16 U.S.C. 1531 et seq.)~~ under the Settlements;

1 ~~(5) additional achievements in restoring fish-~~
 2 ~~eries under the Settlements;~~

3 ~~(6) the status of water deliveries for the pre-~~
 4 ~~ceding water year and projections for the upcoming~~
 5 ~~water year for—~~

6 ~~(A) the Klamath Project and irrigators in~~
 7 ~~the Off-Project Area pursuant to the Agree-~~
 8 ~~ments; and~~

9 ~~(B) the National Wildlife Refuges in areas~~
 10 ~~covered by the Agreements;~~

11 ~~(7) the status of achieving the goals of sup-~~
 12 ~~porting sustainable agriculture production (including~~
 13 ~~the goal of limiting net power costs for water man-~~
 14 ~~agement) and general economic development in the~~
 15 ~~Klamath Basin;~~

16 ~~(8) the status of achieving the goal of sup-~~
 17 ~~porting the economic development of the Party~~
 18 ~~tribes; and~~

19 ~~(9) the assessment of the Secretaries of the~~
 20 ~~progress being made toward completing implementa-~~
 21 ~~tion of all of the Settlements.~~

22 ***SECTION 1. SHORT TITLE.***

23 *This Act may be cited as the “Klamath Basin Water*
 24 *Recovery and Economic Restoration Act of 2014”.*

1 **SEC. 2. DEFINITIONS.**

2 *In this Act:*

3 (1) *AGREEMENT.*—The term “Agreement” means
4 *each of—*

5 (A) *the Restoration Agreement; and*

6 (B) *the Upper Basin Agreement.*

7 (2) *COMMISSION.*—The term “Commission”
8 *means the Federal Energy Regulatory Commission.*

9 (3) *FACILITIES REMOVAL.*—The term “facilities
10 *removal” means—*

11 (A) *physical removal of all or part of each*
12 *facility to achieve, at a minimum, a free-flowing*
13 *condition and volitional fish passage;*

14 (B) *site remediation and restoration, in-*
15 *cluding restoration of previously inundated land;*

16 (C) *measures to avoid or minimize adverse*
17 *downstream impacts; and*

18 (D) *all associated permitting for the actions*
19 *described in this paragraph.*

20 (4) *FACILITY.*—The term “facility” means the
21 *following 1 or more hydropower facilities (including*
22 *appurtenant works licensed to PacifiCorp) within the*
23 *jurisdictional boundary of the Klamath Hydroelectric*
24 *Project, FERC Project No. 2082 (as applicable):*

25 (A) *Iron Gate Dam.*

26 (B) *Copco No. 1 Dam.*

1 (C) *Copco No. 2 Dam.*

2 (D) *J.C. Boyle Dam.*

3 (5) GOVERNORS.—*The term “Governors”*
4 *means—*

5 (A) *the Governor of the State of Oregon;*
6 *and*

7 (B) *the Governor of the State of California.*

8 (6) HYDROELECTRIC SETTLEMENT.—*The term*
9 *“Hydroelectric Settlement” means the agreement enti-*
10 *tled “Klamath Hydroelectric Settlement Agreement”*
11 *and dated February 18, 2010 (including any amend-*
12 *ments to that agreement approved pursuant to section*
13 *3(a)).*

14 (7) JOINT MANAGEMENT ENTITY.—*The term*
15 *“Joint Management Entity” means the entity that—*

16 (A) *is comprised of the Landowner Entity,*
17 *the Klamath Tribes, the United States, and the*
18 *State of Oregon;*

19 (B) *represents the interests of the parties to*
20 *the Upper Basin Agreement; and*

21 (C) *is responsible for overseeing implemen-*
22 *tation of the Upper Basin Agreement, as de-*
23 *scribed in section 7 of the Upper Basin Agree-*
24 *ment.*

1 (8) *JOINT MANAGEMENT ENTITY TECHNICAL*
 2 *TEAM.*—*The term “Joint Management Entity Tech-*
 3 *nical Team” means the group of specialists appointed*
 4 *by the Joint Management Entity as provided for in*
 5 *section 7.8 of the Upper Basin Agreement.*

6 (9) *KENO FACILITY.*—*The term “Keno Facility”*
 7 *means the dam located in Klamath County, Oregon,*
 8 *land underlying the dam, appurtenant facilities, and*
 9 *PacifiCorp-owned property described as Klamath*
 10 *County Map Tax Lot R-3907-03600-00200-000.*

11 (10) *KLAMATH BASIN.*—

12 (A) *IN GENERAL.*—*The term “Klamath*
 13 *Basin” means the land tributary to the Klamath*
 14 *River in Oregon and California.*

15 (B) *INCLUSIONS.*—*The term “Klamath*
 16 *Basin” includes the Lost River and Tule Lake*
 17 *Basins.*

18 (11) *KLAMATH PROJECT.*—

19 (A) *IN GENERAL.*—*The term “Klamath*
 20 *Project” means the Bureau of Reclamation*
 21 *project in the States of California and Oregon,*
 22 *as authorized under the Act of June 17, 1902 (32*
 23 *Stat. 388, chapter 1093).*

24 (B) *INCLUSIONS.*—*The term “Klamath*
 25 *Project” includes any dams, canals, and other*

1 *works and interests for water diversion, storage,*
 2 *delivery, and drainage, flood control, and simi-*
 3 *lar functions that are part of the project de-*
 4 *scribed in subparagraph (A).*

5 (12) *KLAMATH PROJECT WATER USERS.*—*The*
 6 *term “Klamath Project Water Users” has the meaning*
 7 *given the term in the Restoration Agreement.*

8 (13) *LANDOWNER ENTITY.*—*The term “Land-*
 9 *owner Entity” means the entity established pursuant*
 10 *to section 8 of the Upper Basin Agreement.*

11 (14) *OFF-PROJECT AREA.*—*The term “Off-Project*
 12 *Area” means—*

13 (A) *the areas within the Sprague River,*
 14 *Sycan River, Williamson River, and Wood Val-*
 15 *ley (including the Wood River, Crooked Creek,*
 16 *Sevenmile Creek, Fourmile Creek, and Crane*
 17 *Creek) subbasins referred to in Exhibit B of the*
 18 *Upper Basin Agreement; and*

19 (B) *to the extent provided for in the Upper*
 20 *Basin Agreement, any other areas for which*
 21 *claims described by section 1.3 or 2.5.1 of the*
 22 *Upper Basin Agreement are settled as provided*
 23 *for in section 2.5.1 of the Upper Basin Agree-*
 24 *ment.*

1 (15) *OFF-PROJECT IRRIGATOR*.—The term “Off-
2 *Project Irrigator*” means any person that is—

3 (A)(i) a claimant for water rights for irri-
4 gation uses in the Off-Project Area in Oregon’s
5 Klamath Basin Adjudication; or

6 (ii) a holder of a State of Oregon water
7 right permit or certificate for irrigation use in
8 the Off-Project Area; and

9 (B) a Party to the Upper Basin Agreement.

10 (16) *OREGON’S KLAMATH BASIN ADJUDICA-*
11 *TION*.—The term “Oregon’s Klamath Basin adjudica-
12 tion” means the proceeding to determine surface
13 water rights pursuant to chapter 539 of the Oregon
14 Revised Statutes entitled “In the matter of the deter-
15 mination of the relative rights of the waters of the
16 Klamath River, a tributary of the Pacific Ocean”, in
17 the Circuit Court of the State of Oregon for the Coun-
18 ty of Klamath, numbered WA 1300001.

19 (17) *PACIFICORP*.—The term “PacifiCorp”
20 means the owner and licensee of the facility (as of the
21 date of enactment of this Act).

22 (18) *PARTY TRIBES*.—The term “Party tribes”
23 means—

24 (A) the Yurok Tribe;

25 (B) the Karuk Tribe;

1 (C) *the Klamath Tribes; and*

2 (D) *such other federally recognized tribes of*
 3 *the Klamath Basin as may become party to the*
 4 *Restoration Agreement after the date of enact-*
 5 *ment of this Act.*

6 (19) *RESTORATION AGREEMENT.*—*The term*
 7 *“Restoration Agreement” means the agreement enti-*
 8 *tled “Klamath River Basin Restoration Agreement for*
 9 *the Sustainability of Public and Trust Resources and*
 10 *Affected Communities” and dated February 18, 2010*
 11 *(including amendments adopted prior to the date of*
 12 *enactment of this Act and any further amendments to*
 13 *that agreement approved pursuant to section 3(a)).*

14 (20) *RIPARIAN PROGRAM.*—*The term “Riparian*
 15 *Program” means the program described in section 4*
 16 *of the Upper Basin Agreement.*

17 (21) *SECRETARY.*—*The term “Secretary” means*
 18 *the Secretary of the Interior.*

19 (22) *SECRETARIES.*—*The term “Secretaries”*
 20 *means each of—*

21 (A) *the Secretary of the Interior;*

22 (B) *the Secretary of Commerce; and*

23 (C) *the Secretary of Agriculture.*

24 (23) *SETTLEMENTS.*—*The term “Settlements”*
 25 *means each of—*

- 1 (A) the Hydroelectric Settlement;
 2 (B) the Restoration Agreement; and
 3 (C) the Upper Basin Agreement.

4 (24) UPPER BASIN AGREEMENT.—The term
 5 “Upper Basin Agreement” means the agreement enti-
 6 tled “Upper Klamath Basin Comprehensive Agree-
 7 ment” and dated April 18, 2014 (including any
 8 amendments to that agreement approved pursuant to
 9 section 3(a)).

10 (25) WATER USE PROGRAM.—The term “Water
 11 Use Program” means the program described in sec-
 12 tion 3 of the Upper Basin Agreement and section 16.2
 13 of the Restoration Agreement.

14 **SEC. 3. AUTHORIZATION, EXECUTION, AND IMPLEMENTA-**
 15 **TION OF SETTLEMENTS.**

16 (a) RATIFICATION OF SETTLEMENTS.—

17 (1) IN GENERAL.—Except as modified by this
 18 Act, and to the extent that the Settlements do not con-
 19 flict with this Act, the Settlements are authorized,
 20 ratified, and confirmed.

21 (2) AMENDMENTS CONSISTENT WITH THIS
 22 ACT.—If any amendment is executed to make any of
 23 the Settlements consistent with this Act, the amend-
 24 ment is also authorized, ratified, and confirmed to the
 25 extent the amendment is consistent with this Act.

1 (3) *FURTHER AMENDMENTS.*—If any amend-
 2 ment to any of the Settlements is executed by the par-
 3 ties to the applicable Settlement after the date of en-
 4 actment of this Act, unless the Secretary, the Sec-
 5 retary of Commerce, or Secretary of Agriculture deter-
 6 mines, not later than 90 days after the date on which
 7 the non-Federal parties agree to the amendment, that
 8 the amendment is inconsistent with this Act or other
 9 provisions of law, the amendment is also authorized,
 10 ratified, and confirmed to the extent the amend-
 11 ment—

12 (A) is not inconsistent with this Act or
 13 other provisions of law;

14 (B) is executed in a manner consistent with
 15 the terms of the applicable Settlement; and

16 (C) does not require congressional approval
 17 pursuant to section 2116 of the Revised Statutes
 18 (25 U.S.C. 177) or other applicable Federal law.

19 (b) *EXECUTION AND IMPLEMENTATION OF SETTLE-*
 20 *MENTS.*—

21 (1) *THE AGREEMENTS.*—

22 (A) *IN GENERAL.*—As authorized, ratified,
 23 and confirmed pursuant to subsection (a)—

24 (i) the Secretary, the Secretary of
 25 Commerce, and the Secretary of Agriculture

1 *shall promptly execute and implement the*
 2 *Restoration Agreement; and*

3 *(ii) the Secretary and the Secretary of*
 4 *Commerce shall promptly execute and im-*
 5 *plement the Upper Basin Agreement.*

6 *(B) EFFECT OF EXECUTING AGREE-*
 7 *MENTS.—Notwithstanding subsection (l), execu-*
 8 *tion by the applicable Secretaries under subpara-*
 9 *graph (A) of either Agreement shall not be con-*
 10 *sidered a major Federal action under the Na-*
 11 *tional Environmental Policy Act of 1969 (42*
 12 *U.S.C. 4321 et seq.).*

13 *(C) PARTICIPATION IN THE UPPER BASIN*
 14 *AGREEMENT.—As provided for in the Upper*
 15 *Basin Agreement and as part of implementing*
 16 *the Upper Basin Agreement, the Secretary and*
 17 *the Secretary of Commerce may—*

18 *(i) participate in the Water Use Pro-*
 19 *gram and in the Riparian Program; and*

20 *(ii) serve as members of the Joint*
 21 *Management Entity representing the Bu-*
 22 *reau of Indian Affairs, the United States*
 23 *Fish and Wildlife Service, the United States*
 24 *Geological Survey, and the National Marine*
 25 *Fisheries Service of the Department of Com-*

1 *merce, with the Secretary serving as the vot-*
2 *ing member, as described in section 7.1.5 of*
3 *the Upper Basin Agreement.*

4 (2) *HYDROELECTRIC SETTLEMENT.*—*To the ex-*
5 *tent that the Hydroelectric Settlement does not con-*
6 *flict with this Act, the Secretary, the Secretary of*
7 *Commerce, and the Commission shall implement the*
8 *Hydroelectric Settlement, in consultation with other*
9 *applicable Federal agencies.*

10 (c) *FEDERAL RESPONSIBILITIES.*—*To the extent con-*
11 *sistent with the Settlements, this Act, and other provisions*
12 *of law, the Secretary, the Secretary of Commerce, the Sec-*
13 *retary of Agriculture, and the Commission shall perform*
14 *all actions necessary to carry out each responsibility of the*
15 *Secretary, the Secretary of Commerce, the Secretary of Ag-*
16 *riculture, and the Commission, respectively, under the Set-*
17 *tlements.*

18 (d) *ENVIRONMENTAL COMPLIANCE.*—*In implementing*
19 *the Settlements, the Secretaries and the Commission shall*
20 *comply with—*

21 (1) *the National Environmental Policy Act of*
22 *1969 (42 U.S.C. 4321 et seq.);*

23 (2) *the Endangered Species Act of 1973 (16*
24 *U.S.C. 1531 et seq.); and*

25 (3) *all other applicable law.*

1 (e) *PUBLICATION OF NOTICE; EFFECT OF PUBLICA-*
 2 *TION.—*

3 (1) *RESTORATION AGREEMENT.—*

4 (A) *PUBLICATION.—The Secretary shall*
 5 *publish the notice required by section 15.3.4.A or*
 6 *section 15.3.4.C of the Restoration Agreement, as*
 7 *applicable, in accordance with the Restoration*
 8 *Agreement.*

9 (B) *EFFECT OF PUBLICATION.—Publication*
 10 *of the notice described in subparagraph (A) shall*
 11 *have the effects on the commitments, rights, and*
 12 *obligations of the Party tribes, the United States*
 13 *(as trustee for the federally recognized tribes of*
 14 *the Klamath Basin), and other parties to the*
 15 *Restoration Agreement provided for in the Res-*
 16 *toration Agreement.*

17 (2) *UPPER BASIN AGREEMENT.—*

18 (A) *PUBLICATION.—The Secretary shall*
 19 *publish the notice required by section 10.1 of the*
 20 *Upper Basin Agreement if all requirements of*
 21 *section 10 of the Upper Basin Agreement have*
 22 *been fulfilled, including the requirement for no-*
 23 *tice by the Klamath Tribes of the willingness of*
 24 *the Tribes to proceed with the Upper Basin*
 25 *Agreement following enactment of authorizing*

1 *legislation as described in section 10.1.10 or 10.2*
 2 *of the Upper Basin Agreement, as applicable, in*
 3 *accordance with the Upper Basin Agreement.*

4 *(B) EFFECT OF PUBLICATION.—*

5 *(i) PERMANENCY.—On publication of*
 6 *the notice required under section 10.1 of the*
 7 *Upper Basin Agreement, the Upper Basin*
 8 *Agreement shall become permanent.*

9 *(ii) TERMINATION.—On publication of*
 10 *the notice required under section 10.2 of the*
 11 *Upper Basin Agreement, the Upper Basin*
 12 *Agreement shall terminate, according to the*
 13 *terms of that section.*

14 *(3) JUDICIAL REVIEW.—*

15 *(A) IN GENERAL.—Judicial review of a de-*
 16 *cision of the Secretary pursuant to this sub-*
 17 *section shall be in accordance with the standard*
 18 *and scope of review under subchapter II of chap-*
 19 *ter 5, and chapter 7, of title 5, United States*
 20 *Code (commonly known as the “Administrative*
 21 *Procedure Act”).*

22 *(B) DEADLINE.—Any petition for review*
 23 *under this subparagraph shall be filed not later*
 24 *than 1 year after the date of publication of the*
 25 *notice required under this paragraph.*

1 (f) *ELIGIBILITY FOR FUNDS PROTECTED.*—*Notwith-*
 2 *standing any other provision of law, nothing in this Act*
 3 *or the implementation of the Settlements, other than as ex-*
 4 *plicitly provided for in this Act or the Settlements—*

5 (1) *restricts or alters the eligibility of any party*
 6 *to any of the Settlements, or of any Indian tribe, for*
 7 *the receipt of funds; or*

8 (2) *shall be considered an offset against any obli-*
 9 *gations or funds in existence on the date of enactment*
 10 *of this Act, under any Federal or State law.*

11 (g) *TRIBAL RIGHTS PROTECTED.*—*Nothing in this Act*
 12 *or the Settlements—*

13 (1) *affects the rights of any Indian tribe outside*
 14 *the Klamath Basin; or*

15 (2) *amends, alters, or limits the authority of the*
 16 *Indian tribes of the Klamath Basin to exercise any*
 17 *water rights the Indian tribes hold or may be deter-*
 18 *mined to hold except as expressly provided in the*
 19 *Agreements.*

20 (h) *WATER RIGHTS.*—

21 (1) *IN GENERAL.*—*Except as specifically pro-*
 22 *vided in this Act and the Settlements, nothing in this*
 23 *Act or the Settlements creates or determines water*
 24 *rights or affects water rights or water right claims in*
 25 *existence on the date of enactment of this Act.*

1 (2) *NO STANDARD FOR QUANTIFICATION.*—*Noth-*
 2 *ing in this Act or the Settlements establishes any*
 3 *standard for the quantification of Federal reserved*
 4 *water rights or any water claims of any Indian tribe*
 5 *in any judicial or administrative proceeding.*

6 (i) *WILLING SELLERS.*—*Any acquisition of interests*
 7 *in land or water pursuant to either Agreement shall be from*
 8 *willing sellers.*

9 (j) *NO PRIVATE RIGHT OF ACTION.*—

10 (1) *IN GENERAL.*—*Nothing in this Act confers on*
 11 *any person or entity not a party to the Settlements*
 12 *a private right of action or claim for relief to inter-*
 13 *pret or enforce this Act or the Settlements.*

14 (2) *OTHER LAW.*—*This subsection does not alter*
 15 *or curtail any right of action or claim for relief under*
 16 *any other applicable law.*

17 (k) *STATE COURTS.*—*Nothing in this Act expands the*
 18 *jurisdiction of State courts to review Federal agency actions*
 19 *or determine Federal rights.*

20 (l) *RELATIONSHIP TO CERTAIN OTHER FEDERAL*
 21 *LAW.*—

22 (1) *IN GENERAL.*—*Nothing in this Act amends,*
 23 *supersedes, modifies, or otherwise affects—*

24 (A) *Public Law 88–567 (16 U.S.C. 695k et*
 25 *seq.), except as provided in section 4(c);*

1 (B) *the National Wildlife Refuge System*
 2 *Administration Act of 1966 (16 U.S.C. 668dd et*
 3 *seq.);*

4 (C) *the Endangered Species Act of 1973 (16*
 5 *U.S.C. 1531 et seq.);*

6 (D) *the National Environmental Policy Act*
 7 *of 1969 (42 U.S.C. 4321 et seq.);*

8 (E) *the Federal Water Pollution Control Act*
 9 *(33 U.S.C. 1251 et seq.), except to the extent sec-*
 10 *tion 8(b)(4) of this Act requires a permit under*
 11 *section 404 of that Act (33 U.S.C. 1344), not-*
 12 *withstanding section 404(r) of that Act (33*
 13 *U.S.C. 1344(r)); or*

14 (F) *the Federal Land Policy and Manage-*
 15 *ment Act of 1976 (43 U.S.C. 1701 et seq.).*

16 (G) *the Treaty between the United States*
 17 *and the Klamath and Moadoc Tribes and the*
 18 *Yahooskin Band of Snake Indians dated October*
 19 *14, 1864 (16 Stat. 707); or*

20 (H) *the Klamath Indian Tribe Restoration*
 21 *Act (25 U.S.C. 566 et seq.).*

22 (2) *CONSISTENCY.—The Agreements shall be con-*
 23 *sidered consistent with subsections (a) through (c) of*
 24 *section 208 of the Department of Justice Appropria-*
 25 *tion Act, 1953 (43 U.S.C. 666).*

1 (3) *FEDERAL ADVISORY COMMITTEE ACT.*—*The*
 2 *actions of the Joint Management Entity and the*
 3 *Joint Management Entity Technical Team shall not*
 4 *be subject to the Federal Advisory Committee Act (5*
 5 *U.S.C. App.).*

6 (m) *WAIVER OF SOVEREIGN IMMUNITY BY THE*
 7 *UNITED STATES.*—*Except as provided in subsections (a)*
 8 *through (c) of section 208 of the Department of Justice Ap-*
 9 *propriations Act, 1953 (43 U.S.C. 666), nothing in this Act*
 10 *or the implementation of the Settlements waives the sov-*
 11 *ereign immunity of the United States.*

12 (n) *WAIVER OF SOVEREIGN IMMUNITY BY THE PARTY*
 13 *TRIBES.*—*Nothing in this Act waives or abrogates the sov-*
 14 *ereign immunity of the Party tribes.*

15 **SEC. 4. KLAMATH PROJECT AUTHORIZED PURPOSES.**

16 (a) *KLAMATH PROJECT PURPOSES.*—

17 (1) *IN GENERAL.*—*Subject to paragraph (2) and*
 18 *subsection (b), the purposes of the Klamath Project*
 19 *include—*

20 (A) *irrigation;*

21 (B) *reclamation;*

22 (C) *flood control;*

23 (D) *municipal;*

24 (E) *industrial;*

25 (F) *power;*

1 (G) fish and wildlife purposes; and

2 (H) National Wildlife Refuge purposes.

3 (2) *EFFECT OF FISH AND WILDLIFE PUR-*
4 *POSES.—*

5 (A) *IN GENERAL.—*Subject to subparagraph
6 (B), the fish and wildlife and National Wildlife
7 Refuge purposes of the Klamath Project author-
8 ized under paragraph (1) shall not adversely af-
9 fect the irrigation purpose of the Klamath
10 Project.

11 (B) *WATER ALLOCATIONS AND DELIVERY.—*
12 Notwithstanding subparagraph (A), the water al-
13 locations and delivery to the National Wildlife
14 Refuges provided for in the Restoration Agree-
15 ment shall not constitute an adverse effect on the
16 irrigation purpose of the Klamath Project for
17 purposes of this paragraph.

18 (b) *WATER RIGHTS ADJUDICATION.—*For purposes of
19 the determination of water rights in Oregon's Klamath
20 Basin adjudication, until the date on which the Appendix
21 E-1 to the Restoration Agreement is filed in Oregon's Klam-
22 ath Basin adjudication pursuant to the Restoration Agree-
23 ment, the purposes of the Klamath Project shall be the pur-
24 poses in effect on the day before the date of enactment of
25 this Act.

1 (c) *DISPOSITION OF NET REVENUES FROM LEASING*
 2 *OF TULE LAKE AND LOWER KLAMATH NATIONAL WILD-*
 3 *LIFE REFUGE LAND.*—*Net revenues from the leasing of ref-*
 4 *uge land within the Tule Lake National Wildlife Refuge and*
 5 *Lower Klamath National Wildlife Refuge under section 4*
 6 *of Public Law 88–567 (78 Stat. 851) (commonly known as*
 7 *the “Kuchel Act”)* shall be provided as follows:

8 (1) *Directly, without further appropriation:*

9 (A) *10 percent of net revenues from land*
 10 *within the Tule Lake National Wildlife Refuge*
 11 *that are within the boundaries of Tulelake Irri-*
 12 *gation District to Tulelake Irrigation District,*
 13 *as provided in article 4 of Contract No. 14–06–*
 14 *200–5954 and section 2(a) of the Act of August*
 15 *1, 1956 (70 Stat. 799, chapter 828).*

16 (B) *Such amounts as are necessary to coun-*
 17 *ties as payments in lieu of taxes as provided in*
 18 *section 3 of Public Law 88–567 (16 U.S.C.*
 19 *695m).*

20 (2) *Subject to appropriation and, when so ap-*
 21 *propriated, notwithstanding any other provision of*
 22 *law:*

23 (A) *20 percent of net revenues to the Klam-*
 24 *ath Basin National Wildlife Refuge Complex of*
 25 *the United States Fish and Wildlife Service, for*

1 *wildlife management purposes on the Tule Lake*
2 *National Wildlife Refuge and the Lower Klam-*
3 *ath National Wildlife Refuge.*

4 *(B) 10 percent of net revenues from land*
5 *within the Lower Klamath National Wildlife*
6 *Refuge that are within the boundaries of the*
7 *Klamath Drainage District to Klamath Drain-*
8 *age District, for operation and maintenance re-*
9 *sponsibility for the Federal reclamation water*
10 *delivery and drainage facilities within the*
11 *boundaries of the Klamath Drainage District*
12 *and the Lower Klamath National Wildlife Ref-*
13 *uge exclusive of the Klamath Straits Drain, sub-*
14 *ject to a transfer agreement with the Bureau of*
15 *Reclamation under which the Klamath Drainage*
16 *District assumes the operation and maintenance*
17 *duties of the Bureau of Reclamation for Klamath*
18 *Drainage District (Area K) lease land exclusive*
19 *of Klamath Straits Drain.*

20 *(C) The remainder of net revenues after ap-*
21 *plication of paragraph (1) and subparagraphs*
22 *(A) and (B) of this paragraph to the Bureau of*
23 *Reclamation for—*

(i) operation and maintenance costs of Link River and Keno Dams incurred by the United States; and

(ii) to the extent that the revenues received under this paragraph for any year exceed the costs described in clause (i)—

(I) future capital costs of the Klamath Project; or

(II) the Renewable Power Program described in section 17.7 of the Restoration Agreement, pursuant to an expenditure plan submitted to and approved by the Secretary.

SEC. 5. TRIBAL COMMITMENTS; RELEASE OF CLAIMS.

(a) ACTIONS BY KLAMATH TRIBES.—

(1) RESTORATION AGREEMENT COMMITMENTS ACKNOWLEDGED AND AGREED TO.—In consideration for the resolution of any contest or exception of the Klamath Project Water Users to the water rights claims of the Klamath Tribes and the United States (acting as trustee for the Klamath Tribes and members of the Klamath Tribes in Oregon's Klamath Basin adjudication), and for the other commitments of the Klamath Project Water Users described in the Restoration Agreement, and for other benefits de-

1 scribed in the Restoration Agreement and this Act, the
 2 Klamath Tribes (on behalf of the Klamath Tribes and
 3 the members of the Klamath Tribes) may make the
 4 commitments provided in the Restoration Agreement.

5 (2) UPPER BASIN AGREEMENT COMMITMENTS AC-
 6 KNOWLEDGED AND AGREED TO.—In consideration for
 7 the resolution of any contest or exception of the Off-
 8 Project Irrigators to the water rights claims of the
 9 Klamath Tribes and the United States (acting as
 10 trustee for the Klamath Tribes and members of the
 11 Klamath Tribes in Oregon’s Klamath Basin adjudica-
 12 tion), and for the other commitments of the Off-
 13 Project Irrigators described in the upper Basin Agree-
 14 ment, and for other benefits described in the Upper
 15 Basin Agreement and this Act, the Klamath Tribes
 16 (on behalf of the Klamath Tribes and the members of
 17 the Klamath Tribes) may make the commitments pro-
 18 vided in the Upper Basin Agreement.

19 (3) NO FURTHER ACTION REQUIRED.—Except as
 20 provided in subsection (c), the commitments described
 21 in paragraphs (1) and (2) are confirmed as effective
 22 and binding, in accordance with the terms of the com-
 23 mitments, without further action by the Klamath
 24 Tribes.

1 (4) *ADDITIONAL COMMITMENTS.*—*The Klamath*
 2 *Tribes (on behalf of the tribe and the members of the*
 3 *tribe) may make additional commitments and assur-*
 4 *ances in exchange for the resolution of its claims de-*
 5 *scribed in section 1.3.1 or 2.5.1 of the Upper Basin*
 6 *Agreement, subject to the conditions that the commit-*
 7 *ments and assurances shall be—*

8 *(A) consistent with this Act, the Settle-*
 9 *ments, and other applicable provisions of law,*
 10 *based on the totality of the circumstances; and*

11 *(B) covered by a written agreement signed*
 12 *by the Klamath Tribes and the United States*
 13 *(acting as trustee for the tribe and the members*
 14 *of the tribe in Oregon’s Klamath Basin adju-*
 15 *ication) pursuant to subsection (f).*

16 (b) *ACTIONS BY KARUK TRIBE AND YUOK TRIBE.*—

17 (1) *COMMITMENTS ACKNOWLEDGED AND AGREED*
 18 *TO.*—*In consideration for the commitments of the*
 19 *Klamath Project Water Users described in the Res-*
 20 *toration Agreement, and other benefits described in*
 21 *the Restoration Agreement and this Act, the Karuk*
 22 *Tribe and the Yurok Tribe (on behalf of the tribe and*
 23 *the members of the tribe) may make the commitments*
 24 *provided in the Restoration Agreement, .*

1 (2) *NO FURTHER ACTION REQUIRED.*—*Except as*
 2 *provided in subsection (c), the commitments described*
 3 *in paragraph (1) are confirmed as effective and bind-*
 4 *ing, in accordance with the terms of the commitments,*
 5 *without further action by the Yurok Tribe or Karuk*
 6 *Tribe.*

7 (c) *RELEASE OF CLAIMS BY PARTY TRIBES.*—

8 (1) *IN GENERAL.*—*Subject to paragraph (2), sub-*
 9 *section (d), and the Agreements, but without otherwise*
 10 *affecting any right secured by a treaty, Executive*
 11 *order, or other law, the Party tribes (on behalf of the*
 12 *tribes and the members of the tribes) may relinquish*
 13 *and release certain claims against the United States*
 14 *(including any Federal agencies and employees) de-*
 15 *scribed in sections 15.3.5.A, 15.3.6.B.i, and 15.3.7.B.i*
 16 *of the Restoration Agreement and, in the case of the*
 17 *Klamath Tribes, section 2.5 of the Upper Basin*
 18 *Agreement.*

19 (2) *CONDITIONS.*—*The relinquishments and re-*
 20 *leases under paragraph (1) shall not take force or ef-*
 21 *fect until the terms described in sections 15.3.5.C,*
 22 *15.3.5.D, 15.3.6.B.iii, 15.3.7.B.iii, 15.3.7.B.iv, and*
 23 *33.2.1 of the Restoration Agreement and sections 2.4*
 24 *and 10 of the Upper Basin Agreement have been ful-*
 25 *filled.*

1 (d) *RETENTION OF RIGHTS OF PARTY TRIBES.*—Not-
 2 withstanding subsections (a) through (c) or any other provi-
 3 sion of this Act, the Party tribes (on behalf of the tribes
 4 and the members of the tribes) and the United States (act-
 5 ing as trustee for the Party tribes), shall retain—

6 (1) all claims and rights described in sections
 7 15.3.5.B, 15.3.6.B.ii, and 15.3.7.B.ii of the Restora-
 8 tion Agreement; and

9 (2) any other claims and rights retained by the
 10 Party Tribes in negotiations pursuant to section
 11 15.3.5.D, 15.3.6.B.iv, and 15.3.7.B.iv of the Restora-
 12 tion Agreement.

13 (e) *TOLLING OF CLAIMS.*—

14 (1) *IN GENERAL.*—Subject to paragraph (2), the
 15 period of limitation and time-based equitable defense
 16 relating to a claim described in subsection (c) shall
 17 be tolled during the period—

18 (A) beginning on the date of enactment of
 19 this Act; and

20 (B) ending on the earlier of—

21 (i) the date on which the Secretary
 22 publishes the notice described in sections
 23 15.3.5.C, 15.3.6.B.iii, and 15.3.7.B.iii of the
 24 Restoration Agreement; or

25 (ii) December 1, 2030.

1 (2) *EFFECT OF TOLLING.*—*Nothing in this sub-*
 2 *section—*

3 (A) *revives any claim or tolls any period of*
 4 *limitation or time-based equitable defense that*
 5 *expired before the date of enactment of this Act;*
 6 or

7 (B) *precludes the tolling of any period of*
 8 *limitation or any time-based equitable defense*
 9 *under any other applicable law.*

10 (f) *ACTIONS OF UNITED STATES AS TRUSTEE.*—

11 (1) *RESTORATION AGREEMENT COMMITMENTS*
 12 *AUTHORIZED.*—*In consideration for the commitments*
 13 *of the Klamath Project Water Users described in the*
 14 *Restoration Agreement and for other benefits de-*
 15 *scribed in the Restoration Agreement and this Act, the*
 16 *United States, acting as trustee for the federally rec-*
 17 *ognized tribes of the Klamath Basin and the members*
 18 *of such tribes, may make the commitments provided*
 19 *in the Restoration Agreement.*

20 (2) *UPPER BASIN AGREEMENT COMMITMENTS*
 21 *AUTHORIZED.*—*In consideration for the commitments*
 22 *of the Off-Project Irrigators described in the Upper*
 23 *Basin Agreement and for other benefits described in*
 24 *the Upper Basin Agreement and this Act, the United*
 25 *States, acting as trustee for the Klamath Tribes and*

1 *the members of the Klamath Tribes, may make the*
 2 *commitments provided in the Upper Basin Agree-*
 3 *ment.*

4 (3) *NO FURTHER ACTION.*—*The commitments de-*
 5 *scribed in paragraphs (1) and (2) are confirmed as*
 6 *effective and binding, in accordance with the terms of*
 7 *the commitments, without further action by the*
 8 *United States.*

9 (4) *ADDITIONAL COMMITMENTS.*—*The United*
 10 *States, acting as trustee for the Klamath Tribes and*
 11 *the members of the Klamath Tribes in Oregon's Klam-*
 12 *ath Basin Adjudication, may make additional com-*
 13 *mitments and assurances of rights in exchange for the*
 14 *resolution of the tribal water right claims described in*
 15 *section 1.3.1 or 2.5.1 of the Upper Basin Agreement,*
 16 *subject to the conditions that the commitments or as-*
 17 *surances shall be—*

18 (A) *consistent with this Act, the Settle-*
 19 *ments, and other applicable provisions of law,*
 20 *based on the totality of the circumstances; and*

21 (B) *covered by a written agreement signed*
 22 *by the Klamath Tribes and the United States*
 23 *(acting as trustee for the Klamath Tribes and the*
 24 *members of the tribe in Oregon's Klamath Basin*
 25 *adjudication) under subsection (a)(3)(B).*

1 (g) *JUDICIAL REVIEW*.—*Judicial review of a decision*
 2 *of the Secretary concerning any right or obligation under*
 3 *section 15.3.5.C, 15.3.6.B.iii, 15.3.7.B.iii, 15.3.8.B, or*
 4 *15.3.9 of the Restoration Agreement shall be in accordance*
 5 *with the standard and scope of review under subchapter II*
 6 *of chapter 5, and chapter 7, of title 5, United States Code*
 7 *(commonly known as the “Administrative Procedure Act”).*

8 (h) *EFFECT OF SECTION*.—*Nothing in this section—*

9 (1) *affects the ability of the United States to take*
 10 *any action—*

11 (A) *authorized by law to be taken in the*
 12 *sovereign capacity of the United States, includ-*
 13 *ing any law relating to health, safety, or the en-*
 14 *vironment, including—*

15 (i) *the Federal Water Pollution Control*
 16 *Act (33 U.S.C. 1251 et seq.);*

17 (ii) *the Safe Drinking Water Act (42*
 18 *U.S.C. 300f et seq.);*

19 (iii) *the Solid Waste Disposal Act (42*
 20 *U.S.C. 6901 et seq.);*

21 (iv) *the Comprehensive Environmental*
 22 *Response, Compensation, and Liability Act*
 23 *of 1980 (42 U.S.C. 9601 et seq.)*

24 (v) *the Endangered Species Act of 1973*
 25 *(16 U.S.C. 1531 et seq.); and*

1 (vi) regulations implementing the Acts
2 described in this subparagraph; and

3 (B) as trustee for the benefit of any feder-
4 ally recognized Indian tribe other than an In-
5 dian tribe of the Klamath Basin;

6 (C) as trustee for the Party tribes to enforce
7 the Agreements and this Act through such legal
8 and equitable remedies as are available in an
9 appropriate United States court or State court
10 or administrative proceeding, including Oregon's
11 Klamath Basin adjudication; or

12 (D) as trustee for the federally recognized
13 Indian tribes of the Klamath Basin and the
14 members of the tribes, in accordance with the
15 Agreements and this Act—

16 (i) to acquire water rights after the ef-
17 fective date of the Agreements (as defined in
18 section 1.5.1 of the Restoration Agreement
19 and section 14.3 of the Upper Basin Agree-
20 ment);

21 (ii) to use and protect water rights, in-
22 cluding water rights acquired after the effec-
23 tive date of the Agreements (as defined in
24 section 1.5.1 of the Restoration Agreement

1 *and section 14.3 of the Upper Basin Agree-*
 2 *ment), subject to the Agreements; or*

3 *(iii) to claim a water right or continue*
 4 *to advocate for an existing claim for water*
 5 *rights in an appropriate United States*
 6 *court or State court or administrative pro-*
 7 *ceeding, subject to the Agreements;*

8 *(2) affects the treaty fishing, hunting, trapping,*
 9 *pasturing, or gathering right of any Indian tribe ex-*
 10 *cept to the extent expressly provided in this Act or the*
 11 *Agreements; or*

12 *(3) affects any right, remedy, privilege, immu-*
 13 *nity, power, or claim not specifically relinquished*
 14 *and released under, or limited by, this Act or the*
 15 *Agreements.*

16 **SEC. 6. WATER AND POWER PROVISIONS.**

17 *The Klamath Basin Water Supply Enhancement Act*
 18 *of 2000 (Public Law 106–498; 114 Stat. 2221) is amend-*
 19 *ed—*

20 *(1) by redesignating sections 4 through 6 as sec-*
 21 *tions 5 through 7, respectively; and*

22 *(2) by inserting after section 3 the following:*

23 **“SEC. 4. WATER MANAGEMENT AND PLANNING ACTIVITIES.**

24 *“(a) DEFINITIONS.—In this section:*

1 “(1) *OFF-PROJECT AREA*.—The term ‘Off-Project
2 *Area*’ means—

3 “(A) *the areas within the Sprague River,*
4 *Sycan River, Williamson River, and Wood Val-*
5 *ley (including Crooked Creek, Sevenmile Creek,*
6 *Fourmile Creek, and Crane Creek) subbasins re-*
7 *ferred to in Exhibit B of the Upper Basin Agree-*
8 *ment; and*

9 “(B) *to the extent provided for in the Upper*
10 *Basin Agreement, any other areas for which*
11 *claims described by section 1.3 or 2.5.1 of the*
12 *Upper Basin Agreement are settled as provided*
13 *for in section 2.5.1 of the Upper Basin Agree-*
14 *ment.*

15 “(2) *ON-PROJECT POWER USER*.—The term ‘On-
16 *Project Power User*’ has the meaning given the term
17 *in the Restoration Agreement.*

18 “(3) *RESTORATION AGREEMENT*.—The term
19 ‘*Restoration Agreement*’ means the agreement entitled
20 ‘*Klamath River Basin Restoration Agreement for the*
21 *Sustainability of Public and Trust Resources and Af-*
22 *ected Communities*’ and dated February 18, 2010
23 *(including any amendments adopted prior to the date*
24 *of enactment of this Act and any further amendment*
25 *to that agreement approved pursuant to section 3(a)*

1 *of the Klamath Basin Water Recovery and Economic*
 2 *Restoration Act of 2014).*

3 “(4) *UPPER BASIN AGREEMENT.*—*The term*
 4 *‘Upper Basin Agreement’ means the agreement enti-*
 5 *tled ‘Upper Klamath Basin Comprehensive Agree-*
 6 *ment’ and dated April 18, 2014 (including any*
 7 *amendment to that agreement).*

8 “(b) *ACTION BY SECRETARY.*—

9 “(1) *IN GENERAL.*—*The Secretary may carry out*
 10 *any activities, including by entering into an agree-*
 11 *ment or contract or otherwise making financial as-*
 12 *sistance available—*

13 “(A) *to align water supplies with demand,*
 14 *including activities to reduce water consumption*
 15 *and demand, consistent with the Restoration*
 16 *Agreement or the Upper Basin Agreement;*

17 “(B) *to limit the net costs of power used to*
 18 *manage water (including by arranging for deliv-*
 19 *ery of Federal power, consistent with the Res-*
 20 *toration Agreement and the Upper Basin Agree-*
 21 *ment) for—*

22 “(i) *the Klamath Project (within the*
 23 *meaning of section 2);*

24 “(ii) *the On-Project Power Users;*

1 “(iii) irrigators in the Off-Project
2 Area; and

3 “(iv) the Klamath Basin National
4 Wildlife Refuge Complex; and

5 “(C) to restore any ecosystem and otherwise
6 protect fish and wildlife in the Klamath Basin
7 watershed, including tribal fishery resources held
8 in trust, consistent with Restoration Agreement
9 and the Upper Basin Agreement.

10 “(2) *INCLUSION.*—Purchases of power by the
11 Secretary under paragraph (1)(B) shall be considered
12 an authorized sale under section 5(b)(3) of the Pacific
13 Northwest Electric Power Planning and Conservation
14 Act (16 U.S.C. 839c(b)(3)).”.

15 **SEC. 7. KLAMATH TRIBES TRIBAL RESOURCE FUND.**

16 (a) *ESTABLISHMENT.*—There is established in the
17 Treasury of the United States a fund to be known as the
18 “Klamath Tribes Tribal Resource Fund” (referred to in this
19 section as the “Fund”), consisting of the amounts deposited
20 in the Fund under subsection (b), together with any interest
21 earned on those amounts, to be managed, invested, and ad-
22 ministered by the Secretary for the benefit of the Klamath
23 Tribes in accordance with the terms of section 2.4 of the
24 Upper Basin Agreement, to remain available until ex-
25 pende.

1 (b) *TRANSFERS TO FUND.*—*The Fund shall consist of*
 2 *such amounts as are appropriated to the Fund under sub-*
 3 *section (k), which shall be deposited in the Fund not later*
 4 *than 60 days after the amounts are appropriated and any*
 5 *interest under subsection (c) or (d).*

6 (c) *MANAGEMENT BY THE SECRETARY.*—*Absent an ap-*
 7 *proved tribal investment plan under subsection (d) or an*
 8 *economic development plan under subsection (e), the Sec-*
 9 *retary shall manage, invest, and distribute all amounts in*
 10 *the Fund in a manner that is consistent with the invest-*
 11 *ment authority of the Secretary under—*

12 (1) *the first section of the Act of June 24, 1938*
 13 (25 U.S.C. 162a);

14 (2) *the American Indian Trust Fund Manage-*
 15 *ment Reform Act of 1994 (25 U.S.C. 4001 et seq.);*
 16 *and*

17 (3) *this section.*

18 (d) *INVESTMENT BY THE KLAMATH TRIBES.*—

19 (1) *INVESTMENT PLAN.*—

20 (A) *IN GENERAL.*—*In lieu of the investment*
 21 *provided for in subsection (c), the Klamath*
 22 *Tribes may submit a tribal investment plan to*
 23 *the Secretary, applicable to all or part of the*
 24 *Fund, excluding the amounts described in sub-*
 25 *section (e)(4)(A).*

1 (B) *APPROVAL.*—Not later than 60 days
 2 after the date on which a tribal investment plan
 3 is submitted under subparagraph (A), the Sec-
 4 retary shall approve such investment plan if the
 5 Secretary finds that the plan—

6 (i) is reasonable and sound;

7 (ii) meets the requirements of the
 8 American Indian Trust Fund Management
 9 Reform Act of 1994 (25 U.S.C. 4001 et
 10 seq.); and

11 (iii) meets the requirements of this sec-
 12 tion.

13 (C) *DISAPPROVAL.*—If the Secretary does
 14 not approve the tribal investment plan, the Sec-
 15 retary shall set forth in writing the particular
 16 reasons for the disapproval.

17 (2) *DISBURSEMENT.*—If the tribal investment
 18 plan is approved by the Secretary, the funds involved
 19 shall be disbursed from the Fund to the Klamath
 20 Tribes to be invested by the Klamath Tribes in ac-
 21 cordance with the approved tribal investment plan,
 22 subject to the requirements of this section.

23 (3) *COMPLIANCE.*—The Secretary may take such
 24 steps as the Secretary determines to be necessary to

1 *monitor the compliance of a Tribe with an investment*
 2 *plan approved under paragraph (1)(B).*

3 (4) *LIMITATION ON LIABILITY.—The United*
 4 *States shall not be—*

5 (A) *responsible for the review, approval, or*
 6 *audit of any individual investment under an ap-*
 7 *proved investment plan; or*

8 (B) *directly or indirectly liable with respect*
 9 *to any such investment, including any act or*
 10 *omission of the Klamath Tribes in managing or*
 11 *investing amounts in the Fund.*

12 (5) *REQUIREMENTS.—The principal and income*
 13 *derived from tribal investments carried out pursuant*
 14 *to an investment plan approved under subparagraph*
 15 *(B) shall be—*

16 (A) *subject to the requirements of this sec-*
 17 *tion; and*

18 (B) *expended only in accordance with an*
 19 *economic development plan approved under sub-*
 20 *section (e).*

21 (e) *ECONOMIC DEVELOPMENT PLAN.—*

22 (1) *IN GENERAL.—The Klamath Tribes shall*
 23 *submit to the Secretary an economic development*
 24 *plan for the use of the Fund, including the expendi-*
 25 *ture of any principal or income derived from man-*

1 *agement under subsection (c) or from tribal invest-*
 2 *ments carried out under subsection (d).*

3 (2) *APPROVAL.*—*Not later than 60 days after the*
 4 *date on which an economic development plan is sub-*
 5 *mitted under paragraph (1), the Secretary shall ap-*
 6 *prove the economic development plan if the Secretary*
 7 *finds that the plan meets the requirements of the*
 8 *American Indian Trust Fund Management Reform*
 9 *Act of 1994 (25 U.S.C. 4001 et seq.) and this section.*

10 (3) *USE OF FUNDS.*—*The economic development*
 11 *plan under this subsection shall—*

12 (A) *require that the Klamath Tribes spend*
 13 *all amounts withdrawn from the Fund in ac-*
 14 *cordance with this section; and*

15 (B) *include such terms and conditions as*
 16 *are necessary to meet the requirements of this*
 17 *section.*

18 (4) *RESOURCE ACQUISITION AND ENHANCEMENT*
 19 *PLAN.*—*The economic development plan shall include*
 20 *a resource acquisition and enhancement plan, which*
 21 *shall—*

22 (A) *require that not less than 1/2 of the*
 23 *amounts appropriated for each fiscal year to*
 24 *carry out this section shall be used to enhance,*
 25 *restore, and utilize the natural resources of the*

1 *Klamath Tribes, in a manner that also provides*
 2 *for the economic development of the Klamath*
 3 *Tribes and, as determined by the Secretary, di-*
 4 *rectly or indirectly benefit adjacent non-Indian*
 5 *communities; and*

6 *(B) be reasonably related to the protection,*
 7 *acquisition, enhancement, or development of nat-*
 8 *ural resources for the benefit of the Klamath*
 9 *Tribes and members of the Klamath Tribes.*

10 *(5) MODIFICATION.—Subject to the requirements*
 11 *of this Act and approval by the Secretary, the Klam-*
 12 *ath Tribes may modify a plan approved under this*
 13 *subsection.*

14 *(6) LIMITATION ON LIABILITY.—The United*
 15 *States shall not be directly or indirectly liable for any*
 16 *claim or cause of action arising from—*

17 *(A) the approval of a plan under this para-*
 18 *graph; or*

19 *(B) the use or expenditure by the Klamath*
 20 *Tribes of any amount in the Fund.*

21 *(f) LIMITATION ON PER CAPITA DISTRIBUTIONS.—No*
 22 *amount in the Fund (including any income accruing to the*
 23 *amount) and no revenue from any water use contract may*
 24 *be distributed to any member of the Klamath Tribes on a*
 25 *per capita basis.*

1 (g) *LIMITATION ON DISBURSEMENT.*—

2 (1) *IN GENERAL.*—Subject to paragraph (2),
3 amounts in the Fund shall not be available for dis-
4 bursement under this section until the Klamath
5 Tribes—

6 (A) make the commitments set forth in the
7 Agreements; and

8 (B) are determined by the Secretary to be
9 in substantial compliance with those commit-
10 ments.

11 (2) *EARLY DISBURSEMENT.*—Based on the
12 unique history of the loss of reservation land by the
13 Klamath Tribes through termination of Federal rec-
14 ognition and acknowledging that restoration of tribal
15 land is essential to building the tribal economy and
16 achieving self-determination, the Secretary may dis-
17 burse funds to the Klamath Tribes prior to the satis-
18 faction of the requirements of paragraph (1) on a de-
19 termination by the Secretary that such funds are
20 available and that early disbursement will support
21 activities designed to increase employment opportuni-
22 ties for members of the Klamath Tribes.

23 (3) *AGREEMENTS.*—Any such disbursement shall
24 be in accordance with a written agreement between

1 *the Secretary and the Klamath Tribes that provides*
2 *the following:*

3 *(A) For any disbursement to purchase land*
4 *that is to be placed in trust pursuant to section*
5 *6 of the Klamath Indian Tribe Restoration Act*
6 *(25 U.S.C. 566d), the written agreement shall*
7 *specify that if assurances made do not become*
8 *permanent as described in section 15.3.3 of the*
9 *Restoration Agreement and on publication of a*
10 *notice by the Secretary pursuant to section*
11 *15.3.4.C of the Restoration Agreement or section*
12 *10.2 of the Upper Basin Agreement, any land*
13 *purchased with disbursements from the Fund*
14 *shall revert back to sole ownership by the United*
15 *States unless, prior to reversion, the Klamath*
16 *Tribes enter into a written agreement to repay*
17 *the purchase price to the United States, without*
18 *interest, in annual installments over a period*
19 *not to exceed 40 years.*

20 *(B) For any disbursement to support eco-*
21 *nomic activity and creation of tribal employ-*
22 *ment opportunities (including any rehabilitation*
23 *of existing properties to support economic activi-*
24 *ties), the written agreement shall specify that if*
25 *assurances made do not become permanent as de-*

1 *scribed in section 15.3.3 of the Restoration*
 2 *Agreement and on publication of a notice by the*
 3 *Secretary pursuant to section 15.3.4.C of the*
 4 *Restoration Agreement or section 10.2 of the*
 5 *Upper Basin Agreement, any amounts disbursed*
 6 *from the Fund shall be repaid to the United*
 7 *States, without interest, in annual installments*
 8 *over a period not to exceed 40 years.*

9 *(h) PROHIBITION.—Amounts in the Fund may not be*
 10 *made available for any purpose other than a purpose de-*
 11 *scribed in this section.*

12 *(i) ANNUAL REPORTS.—*

13 *(1) IN GENERAL.—Not later than 60 days after*
 14 *the end of each fiscal year beginning with fiscal year*
 15 *2014, the Secretary shall submit to the Committee on*
 16 *Appropriations of the House of Representatives, the*
 17 *Committee on Appropriations of the Senate, and the*
 18 *appropriate authorizing committees of the Senate and*
 19 *the House of Representatives a report on the oper-*
 20 *ation of the Fund during the fiscal year.*

21 *(2) CONTENTS.—Each report shall include, for*
 22 *the fiscal year covered by the report, the following:*

23 *(A) A statement of the amounts deposited*
 24 *into the Fund.*

1 (B) *A description of the expenditures made*
 2 *from the Fund for the fiscal year, including the*
 3 *purpose of the expenditures.*

4 (C) *Recommendations for additional au-*
 5 *thorities to fulfill the purpose of the Fund.*

6 (D) *A statement of the balance remaining*
 7 *in the Fund at the end of the fiscal year.*

8 (j) *NO THIRD PARTY RIGHTS.—This section does not*
 9 *create or vest rights or benefits for any party other than*
 10 *the Klamath Tribes and the United States.*

11 (k) *AUTHORIZATION OF APPROPRIATIONS.—There is*
 12 *authorized to be appropriated to carry out this section*
 13 *\$8,000,000 for each fiscal year, not to exceed a total amount*
 14 *of \$40,000,000.*

15 **SEC. 8. HYDROELECTRIC FACILITIES.**

16 (a) *FACILITIES REMOVAL DETERMINATION.—*

17 (1) *IN GENERAL.—Subject to paragraph (3), in*
 18 *accordance with section 3 of the Hydroelectric Settle-*
 19 *ment, the Governors and the Secretary shall jointly—*

20 (A) *as soon as practicable after the date of*
 21 *enactment of this Act, determine whether to pro-*
 22 *ceed with facilities removal, based on but not*
 23 *limited to factors identified in the Hydroelectric*
 24 *Settlement; and*

1 (B) if the Governors and the Secretary de-
 2 termine under subparagraph (A) to proceed with
 3 facilities removal, include in the determination
 4 the designation of a dam removal entity, subject
 5 to paragraph (6).

6 (2) *BASIS FOR DETERMINATION TO PROCEED.*—
 7 For purposes of making a determination under para-
 8 graph (1)(A), the Governors and the Secretary, in co-
 9 operation with the Secretary of Commerce and other
 10 appropriate entities, shall—

11 (A) use existing information;

12 (B) conduct any necessary additional stud-
 13 ies;

14 (C) comply with the National Environ-
 15 mental Policy Act of 1969 (42 U.S.C. 4321 *et*
 16 *seq.*); and

17 (D) take such other actions as the Governors
 18 and the Secretary determine to be appropriate to
 19 support the determination under paragraph (1).

20 (3) *CONDITIONS FOR DETERMINATION TO PRO-*
 21 *CEED.*—The Secretary and the Governors may not
 22 make or publish the determination under this sub-
 23 section, unless the conditions specified in section 3.3.4
 24 of the Hydroelectric Settlement, as modified by this
 25 Act as applicable, have been satisfied.

1 (4) *PUBLICATION OF NOTICE.*—*The Secretary*
 2 *shall publish notification of the determination under*
 3 *this subsection in the Federal Register.*

4 (5) *JUDICIAL REVIEW OF DETERMINATION.*—

5 (A) *IN GENERAL.*—*For purposes of judicial*
 6 *review, the determination of the Secretary under*
 7 *paragraph (1) shall constitute a final agency ac-*
 8 *tion with respect to whether or not to proceed*
 9 *with facilities removal.*

10 (B) *PETITION FOR REVIEW.*—

11 (i) *FILING.*—

12 (I) *IN GENERAL.*—*Judicial review*
 13 *of the determination and related ac-*
 14 *tions to comply with environmental*
 15 *laws (including the National Environ-*
 16 *mental Policy Act of 1969 (42 U.S.C.*
 17 *4321 et seq.), the Endangered Species*
 18 *Act of 1973 (16 U.S.C. 1531 et seq.),*
 19 *and the National Historic Preservation*
 20 *Act (16 U.S.C. 470 et seq.)) may be ob-*
 21 *tained by an aggrieved person only as*
 22 *provided in this paragraph.*

23 (II) *JURISDICTION.*—*A petition*
 24 *for review under this paragraph may*
 25 *be filed only in the United States*

1 *Court of Appeals for the District of Co-*
2 *lumbia Circuit or in the Ninth Circuit*
3 *Court of Appeals.*

4 (III) *LIMITATION.*—A district
5 *court of the United States and a State*
6 *court shall not have jurisdiction to re-*
7 *view the determination of the Secretary*
8 *or related actions to comply with envi-*
9 *ronmental laws described in subclause*
10 *(I).*

11 (ii) *DEADLINE.*—

12 (I) *IN GENERAL.*—Except as pro-
13 *vided in subclause (II), any petition*
14 *for review under this paragraph shall*
15 *be filed not later than 60 days after the*
16 *date of publication of the determina-*
17 *tion in the Federal Register.*

18 (II) *SUBSEQUENT GROUNDS.*—If
19 *a petition is based solely on grounds*
20 *arising after the date that is 60 days*
21 *after the date of publication of the de-*
22 *termination in the Federal Register,*
23 *the petition for review under this sub-*
24 *section shall be filed not later than 60*
25 *days after the grounds arise.*

1 (C) *IMPLEMENTATION.*—Any action of the
 2 Secretary with respect to which review could
 3 have been obtained under this paragraph shall
 4 not be subject to judicial review in any action
 5 relating to the implementation of the determina-
 6 tion of the Secretary or in proceedings for en-
 7 forcement of the *Hydroelectric Settlement*.

8 (D) *APPLICABLE STANDARD AND SCOPE.*—
 9 Judicial review of the determination of the Sec-
 10 retary shall be in accordance with the standard
 11 and scope of review under subchapter II of chap-
 12 ter 5, and chapter 7, of title 5, United States
 13 Code (commonly known as the “*Administrative*
 14 *Procedure Act*”).

15 (E) *NONTOLLING.*—The filing of a petition
 16 for reconsideration by the Secretary of an action
 17 subject to review under this subsection shall
 18 not—

19 (i) affect the finality of the action for
 20 purposes of judicial review;

21 (ii) extend the time within which a pe-
 22 tition for judicial review under this sub-
 23 section may be filed; or

24 (iii) postpone the effectiveness of the
 25 action.

1 (6) *REQUIREMENTS FOR DAM REMOVAL ENTI-*
 2 *TY.*—*A dam removal entity designated by the Gov-*
 3 *ernors and the Secretary under paragraph (1)(B)*
 4 *shall, in the sole judgment of the Governors and the*
 5 *Secretary—*

6 *(A) have the capabilities for facilities re-*
 7 *moval described in section 7.1.1 of the Hydro-*
 8 *electric Settlement;*

9 *(B) be otherwise qualified to perform facili-*
 10 *ties removal; and*

11 *(C) have committed, if so designated, to per-*
 12 *form facilities removal within the State Cost*
 13 *Cap as described in section 4.1.3 of the Hydro-*
 14 *electric Settlement.*

15 (7) *RESPONSIBILITIES OF DAM REMOVAL ENTI-*
 16 *TY.*—*The dam removal entity designated by the Gov-*
 17 *ernors and the Secretary under paragraph (1)(B)*
 18 *shall have the responsibilities described in section*
 19 *7.1.2 of the Hydroelectric Settlement.*

20 (b) *FACILITIES REMOVAL.*—

21 (1) *APPLICABILITY.*—*This subsection shall apply*
 22 *if—*

23 *(A) the determination of the Governors and*
 24 *the Secretary under subsection (a) provides for*
 25 *proceeding with facilities removal;*

1 (B) *the availability of non-Federal funds*
 2 *for the purposes of facilities removal is consistent*
 3 *with the Hydroelectric Settlement; and*

4 (C) *the Hydroelectric Settlement has not*
 5 *terminated in accordance with section 8.11 of the*
 6 *Hydroelectric Settlement.*

7 (2) *NON-FEDERAL FUNDS.—*

8 (A) *IN GENERAL.—Notwithstanding title*
 9 *31, United States Code, if the Department of the*
 10 *Interior is designated as the dam removal entity*
 11 *under subsection (a)(1)(B), the Secretary may*
 12 *accept, manage, and expend, without further ap-*
 13 *propriation, non-Federal funds for the purpose of*
 14 *facilities removal in accordance with sections 4*
 15 *and 7 of the Hydroelectric Settlement.*

16 (B) *REFUND.—The Secretary may admin-*
 17 *ister and refund any amounts described in sub-*
 18 *paragraph (A) received from the State of Cali-*
 19 *fornia in accordance with the requirements es-*
 20 *tablished by the State.*

21 (C) *INCLUSION.—The costs of dam removal*
 22 *shall include, within the State Cost Cap de-*
 23 *scribed in section 4.1.3 of the Hydroelectric Set-*
 24 *tlement, reasonable compensation for property*
 25 *owners whose property or property value is di-*

1 *rectly damaged by facilities removal, consistent*
 2 *with State, local, and Federal law.*

3 (3) *AGREEMENTS.—The dam removal entity*
 4 *may enter into agreements and contracts as necessary*
 5 *to assist in the implementation of the Hydroelectric*
 6 *Settlement.*

7 (4) *PROCEEDING WITH FACILITIES REMOVAL.—*

8 (A) *IN GENERAL.—The dam removal entity*
 9 *shall, consistent with the Hydroelectric Settle-*
 10 *ment—*

11 (i) *develop a definite plan for facilities*
 12 *removal as described in section 7 of the Hy-*
 13 *droelectric Settlement, including a schedule*
 14 *for facilities removal;*

15 (ii) *obtain all permits, authorizations,*
 16 *entitlements, certifications, and other ap-*
 17 *provals necessary to implement facilities re-*
 18 *moval, including a permit under section*
 19 *404 of the Federal Water Pollution Control*
 20 *Act (33 U.S.C. 1344), notwithstanding sub-*
 21 *section (r) of that section; and*

22 (iii) *implement facilities removal.*

23 (B) *REPORT.—*

24 (i) *IN GENERAL.—The Governors and*
 25 *the Secretary shall prepare and make public*

1 *a report on the determination and plan for*
2 *facilities removal.*

3 (ii) *INCLUSIONS.—The report shall, at*
4 *a minimum—*

5 (I) *provide a detailed explanation*
6 *of the basis for the determination to*
7 *proceed with facilities removal and for*
8 *the designation of the dam removal en-*
9 *tity, including relevant supporting*
10 *documents;*

11 (II) *include any comments re-*
12 *ceived from the Commission on the de-*
13 *termination and a written response to*
14 *the comments;*

15 (III) *state specific goals intended*
16 *to be achieved by facilities removal;*

17 (IV) *include specific performance*
18 *measures that will be used to show*
19 *achievements in meeting the goals;*

20 (V) *provide a detailed explanation*
21 *of factors that are unique to facilities*
22 *removal in the Klamath Basin, includ-*
23 *ing why the Federal role is limited to*
24 *the Klamath Basin and sets no prece-*
25 *dent for future Federal action;*

(VI) *describe plans to address any potential costs in excess of the State Cost Cap described in section 4.1.3 of the Hydroelectric Settlement;*

(VII) *describe plans for addressing or mitigating intentional or unintentional impacts on local communities and property owners; and*

(VIII) *describe how any potential environmental or other liability concerns will be addressed.*

(iii) *SUBMISSION.—The report required under this subparagraph shall be submitted to—*

(I) the Committee on Energy and Natural Resources of the Senate;

(II) the Committee on Natural Resources of the House of Representatives; and

(III) the Commission.

(iv) *COMMENT AND CONSULTATION BY COMMISSION.—Not later than 180 days before the publication of the report required by this subparagraph, the Governors and the Secretary shall submit to the Commis-*

1 *sion the section of the report describing the*
2 *basis of the determination to proceed with*
3 *dam removal for comment and, as appro-*
4 *priate, consultation.*

5 *(v) DEADLINE.—The report required*
6 *under this subparagraph shall be made pub-*
7 *lic—*

8 *(I) not less than 1 year before the*
9 *date of implementation of facilities re-*
10 *moval; and*

11 *(II) not more than 2 years before*
12 *the date of implementation of facilities*
13 *removal.*

14 *(C) STATE AND LOCAL LAWS.—*

15 *(i) IN GENERAL.—Except as provided*
16 *in clause (ii), facilities removal shall be*
17 *subject to applicable requirements of State*
18 *and local laws relating to permits and other*
19 *authorizations, to the extent the require-*
20 *ments are not in conflict with Federal law,*
21 *including the determination of the Gov-*
22 *ernors and the Secretary under subsection*
23 *(a) and the definite plan (including the*
24 *schedule) for facilities removal authorized*
25 *under this Act.*

1 (ii) *LIMITATIONS.*—*Clause (i) shall not*
 2 *affect—*

3 (I) *the authorities of the States re-*
 4 *garding concurrence with the deter-*
 5 *mination of the Secretary under sub-*
 6 *section (a) in accordance with State*
 7 *law; or*

8 (II) *the authority of a State pub-*
 9 *lic utility commission regarding fund-*
 10 *ing of facilities removal.*

11 (iii) *JURISDICTION.*—*The United*
 12 *States district courts shall have original ju-*
 13 *risdiction over all claims regarding the con-*
 14 *sistency of State and local laws regarding*
 15 *permits and other authorizations, and of*
 16 *State and local actions pursuant to those*
 17 *laws, with the definite plan (including the*
 18 *schedule) for facilities removal authorized*
 19 *under this Act.*

20 (D) *ACCEPTANCE OF TITLE TO FACILI-*
 21 *TIES.*—

22 (i) *IN GENERAL.*—*The dam removal*
 23 *entity may accept from PacifiCorp all*
 24 *rights, titles, permits, and other interests in*
 25 *the facilities and associated land, for facili-*

ties removal and for disposition of facility land (as provided in section 7.6.4 of the Hydroelectric Settlement) on providing to PacifiCorp a notice that the dam removal entity is ready to commence facilities removal in accordance with section 7.4.1 of the Hydroelectric Settlement.

(ii) *NON-FEDERAL DAM REMOVAL ENTITY.*—Notwithstanding section 8 of the Federal Power Act (16 U.S.C. 801), the transfer of title to facilities from PacifiCorp to a non-Federal dam removal entity, in accordance with the Hydroelectric Settlement and this Act, is authorized.

(E) *CONTINUED POWER GENERATION.*—

(i) *IN GENERAL.*—In accordance with an agreement negotiated under clause (ii), on transfer of title pursuant to subparagraph (C) and until the dam removal entity instructs PacifiCorp to cease the generation of power, PacifiCorp may continue, consistent with State law—

(I) to generate, and retain title to, any power generated by the facilities

1 *in accordance with section 7 of the Hy-*
 2 *droelectric Settlement; and*

3 *(II) to transmit and use the*
 4 *power for the benefit of the customers*
 5 *of PacifiCorp under the jurisdiction of*
 6 *applicable State public utility commis-*
 7 *sions and the Commission.*

8 *(ii) AGREEMENT WITH DAM REMOVAL*
 9 *ENTITY.—As a condition of transfer of title*
 10 *pursuant to subparagraph (C), the dam re-*
 11 *moval entity shall enter into an agreement*
 12 *with PacifiCorp that provides for continued*
 13 *generation of power in accordance with*
 14 *clause (i).*

15 *(F) REPORT.—Not later than 3 years after*
 16 *the date of the completion of facilities removal,*
 17 *the Governors and the Secretary shall submit to*
 18 *the Committee on Energy and Natural Resources*
 19 *of the Senate, the Committee on Natural Re-*
 20 *sources of the House of Representatives, and the*
 21 *Commission—*

22 *(i) a detailed report describing the re-*
 23 *sults of facilities removal, including the sta-*
 24 *tus of achieving the performance measures*

1 *and goals included in the report described*
 2 *in subparagraph (B); and*

3 (ii) *such additional reports as the*
 4 *Committees consider appropriate, to be*
 5 *completed and submitted by the Secretary,*
 6 *in consultation with the Governors.*

7 (5) *LICENSES AND JURISDICTION.—*

8 (A) *ANNUAL LICENSES.—*

9 (i) *IN GENERAL.—The Commission*
 10 *shall issue annual licenses authorizing*
 11 *PacifiCorp to continue to operate the facili-*
 12 *ties until PacifiCorp transfers title to all of*
 13 *the facilities.*

14 (ii) *TERMINATION.—The annual li-*
 15 *censes shall terminate with respect to a fa-*
 16 *cility on transfer of title for the facility*
 17 *from PacifiCorp to the dam removal entity.*

18 (iii) *STAGED REMOVAL.—*

19 (I) *IN GENERAL.—On transfer of*
 20 *title of any facility by PacifiCorp to*
 21 *the dam removal entity, annual license*
 22 *conditions shall no longer be in effect*
 23 *with respect to the facility.*

24 (II) *NONTRANSFER OF TITLE.—*

25 *Annual license conditions shall remain*

1 *in effect with respect to any facility for*
 2 *which PacifiCorp has not transferred*
 3 *title to the dam removal entity to the*
 4 *extent compliance with the annual li-*
 5 *cence conditions are not prevented by*
 6 *the removal of any other facility.*

7 (B) *JURISDICTION.*—*The jurisdiction of the*
 8 *Commission under part I of the Federal Power*
 9 *Act (16 U.S.C. 792 et seq.) shall terminate with*
 10 *respect to a facility on the transfer of title for the*
 11 *facility from PacifiCorp to the dam removal en-*
 12 *tity.*

13 (C) *RELICENSING.*—

14 (i) *IN GENERAL.*—*The Commission*
 15 *shall—*

16 (I) *stay the proceeding of the*
 17 *Commission regarding the pending li-*
 18 *cence application of PacifiCorp for*
 19 *Project No. 2082 for the period during*
 20 *which the Hydroelectric Settlement re-*
 21 *mains in effect; and*

22 (II) *resume the proceeding and*
 23 *proceed to take final action on the new*
 24 *license application only if the Hydro-*
 25 *electric Settlement terminates pursuant*

1 to section 8.11 of the *Hydroelectric Set-*
 2 *tlement*.

3 (D) *TERMINATION; LIMITATIONS.*—If the
 4 *Hydroelectric Settlement* is terminated pursuant
 5 to section 8.11 of the *Hydroelectric Settlement*,
 6 the Commission, in proceedings on the applica-
 7 tion for relicensing, shall not be bound by the
 8 record or findings of the Secretary relating to the
 9 determination of the Secretary or by the deter-
 10 mination of the Secretary.

11 (c) *LIABILITY PROTECTION.*—

12 (1) *IN GENERAL.*—Notwithstanding any other
 13 Federal, State, local, or common law, *PacifiCorp*
 14 shall not be liable for any harm to an individual or
 15 entity, property, or the environment, or any damages
 16 resulting from facilities removal or facility operations
 17 arising from, relating to, or triggered by actions asso-
 18 ciated with facilities removal under this Act, includ-
 19 ing any damage caused by the release of any material
 20 or substance (including a hazardous substance).

21 (2) *FUNDING.*—Notwithstanding any other Fed-
 22 eral, State, local, or common law, no individual or
 23 entity contributing funds for facilities removal shall
 24 be held liable, solely by virtue of that funding, for any
 25 harm to an individual or entity, property, or the en-

1 *vironment, or damages arising from facilities removal*
 2 *or facility operations arising from, relating to, or*
 3 *triggered by actions associated with facilities removal*
 4 *under this Act, including any damage caused by the*
 5 *release of any material or substance (including a haz-*
 6 *ardous substance).*

7 (3) *PREEMPTION.—Notwithstanding section*
 8 *10(c) of the Federal Power Act (16 U.S.C. 803(c)),*
 9 *protection from liability pursuant to this section shall*
 10 *preempt the laws of any State to the extent the laws*
 11 *are inconsistent with this Act, except that this Act*
 12 *shall not limit any otherwise-available immunity,*
 13 *privilege, or defense under any other provision of law.*

14 (4) *EFFECTIVE DATE.—Liability protection*
 15 *under this subsection shall take effect as the protection*
 16 *relates to any particular facilities on transfer of title*
 17 *to the facility from PacifiCorp to the dam removal*
 18 *entity designated by the Secretary under subsection*
 19 *(a)(1)(B).*

20 (d) *FACILITIES NOT REMOVED.—*

21 (1) *KENO FACILITY.—*

22 (A) *TRANSFER.—On notice that the dam re-*
 23 *moval entity is ready to commence removal of*
 24 *the J.C. Boyle Dam, the Secretary shall accept*
 25 *the transfer of title to the Keno Facility to the*

1 *United States in accordance with section 7.5 of*
 2 *the Hydroelectric Settlement.*

3 *(B) EFFECT OF TRANSFER.—On the trans-*
 4 *fer under subparagraph (A), and without further*
 5 *action by Congress—*

6 *(i) the Keno Facility shall—*

7 *(I) become part of the Klamath*
 8 *Reclamation Project; and*

9 *(II) be operated and maintained*
 10 *in accordance with the Federal rec-*
 11 *lamation laws and this Act; and*

12 *(ii) the jurisdiction of the Commission*
 13 *over the Keno Facility shall terminate.*

14 *(2) EAST SIDE AND WEST SIDE DEVELOP-*
 15 *MENTS.—On filing by PacifiCorp of an application*
 16 *for surrender of the East Side and West Side Develop-*
 17 *ments in Project No. 2082, the Commission shall issue*
 18 *an order approving partial surrender of the license*
 19 *for Project No. 2082, including any reasonable and*
 20 *appropriate conditions, as provided in section 6.4.1 of*
 21 *the Hydroelectric Settlement.*

22 *(3) FALL CREEK.—Not later than 60 days after*
 23 *the date of the transfer of title to the Iron Gate Facil-*
 24 *ity to the dam removal entity, the Commission shall*
 25 *resume timely consideration of the pending licensing*

1 *application for the Fall Creek development pursuant*
 2 *to the Federal Power Act (16 U.S.C. 791a et seq.), re-*
 3 *gardless of whether PacifiCorp retains ownership of*
 4 *Fall Creek or transfers ownership to a new licensee.*

5 (4) *IRON GATE HATCHERY.*—*Notwithstanding*
 6 *section 8 of the Federal Power Act (16 U.S.C. 801),*
 7 *consistent with section 7.6.6 of the Hydroelectric Set-*
 8 *tlement title to the PacifiCorp hatchery facilities*
 9 *within the State of California shall be transferred to*
 10 *the State of California at—*

11 (A) *the time of transfer to the dam removal*
 12 *entity of title to the Iron Gate Dam; or*

13 (B) *such other time as may be agreed to by*
 14 *the parties to the Hydroelectric Settlement.*

15 **SEC. 9. ADMINISTRATION AND FUNDING.**

16 (a) *AGREEMENTS.*—

17 (1) *IN GENERAL.*—*The Secretaries may enter*
 18 *into such agreements (including contracts, memo-*
 19 *randa of understanding, financial assistance agree-*
 20 *ments, cost sharing agreements, and other appro-*
 21 *priate agreements) with State, tribal, and local gov-*
 22 *ernment agencies or private individuals and entities*
 23 *as the Secretary concerned consider to be necessary to*
 24 *carry out this Act and the Settlements, subject to such*

1 *terms and conditions as the Secretary concerned con-*
 2 *siders to be necessary.*

3 (2) *TRIBAL PROGRAMS.*—*Consistent with para-*
 4 *graph (1) and section 32 of the Restoration Agree-*
 5 *ment, the Secretaries shall give priority to qualified*
 6 *Party tribes in awarding grants, contracts, or other*
 7 *agreements for purposes of implementing the fisheries*
 8 *programs described in part III of the Restoration*
 9 *Agreement.*

10 (b) *ESTABLISHMENT OF ACCOUNTS .*—*There are estab-*
 11 *lished in the Treasury for the deposit of appropriations and*
 12 *other funds (including non-Federal donated funds) the fol-*
 13 *lowing noninterest-bearing accounts:*

14 (1) *The On-Project Plan and Power for Water*
 15 *Management Fund, to be administered by the Bureau*
 16 *of Reclamation.*

17 (2) *The Water Use Retirement and Off-Project*
 18 *Reliance Fund, to be administered by the United*
 19 *States Fish and Wildlife Service.*

20 (3) *The Klamath Drought Fund, to be adminis-*
 21 *tered by the National Fish and Wildlife Foundation.*

22 (c) *MANAGEMENT.*—

23 (1) *IN GENERAL.*—*The accounts established by*
 24 *subsection (b) shall be managed in accordance with*

1 *this Act and section 14.3 of the Restoration Agree-*
 2 *ment.*

3 (2) *TRANSFERS.*—*Notwithstanding section 1535*
 4 *of title 31, United States Code, the Secretaries are au-*
 5 *thorized to enter into interagency agreements for the*
 6 *transfer of Federal funds between Federal programs*
 7 *for the purpose of implementing this Act and the Set-*
 8 *tlements.*

9 (d) *ACCEPTANCE AND EXPENDITURE OF NON-FEDERAL*
 10 *FUNDS.*—

11 (1) *IN GENERAL.*—*Notwithstanding title 31,*
 12 *United States Code, the Secretaries may accept and*
 13 *expend, without further appropriation, non-Federal*
 14 *funds, in-kind services, or property for purposes of*
 15 *implementing the Settlement.*

16 (2) *USE.*—*The funds and property described in*
 17 *paragraph (1) may be expended or used, as applica-*
 18 *ble, only for the purpose for which the funds or prop-*
 19 *erty were provided.*

20 (e) *FUNDS AVAILABLE UNTIL EXPENDED.*—*All funds*
 21 *made available for the implementation of the Settlements*
 22 *shall remain available until expended.*

23 (f) *TERMINATION OF AGREEMENTS.*—*If any Agree-*
 24 *ment terminates—*

1 (1) *any appropriated Federal funds provided to*
 2 *a party that are unexpended at the time of the termi-*
 3 *nation of the Agreement shall be returned to the gen-*
 4 *eral fund of the Treasury; and*

5 (2) *any appropriated Federal funds provided to*
 6 *a party shall be treated as an offset against any*
 7 *claim for damages by the party arising under the*
 8 *Agreement.*

9 (g) *BUDGET.—*

10 (1) *IN GENERAL.—The budget of the President*
 11 *shall include such requests as the President considers*
 12 *to be necessary for the level of funding for each of the*
 13 *Federal agencies to carry out the responsibilities of*
 14 *the agencies under the Settlements.*

15 (2) *CROSSCUT BUDGET.—Not later than the date*
 16 *of submission of the budget of the President to Con-*
 17 *gress for each fiscal year, the Director of the Office of*
 18 *Management and Budget shall submit to the appro-*
 19 *priate authorizing and appropriating committees of*
 20 *the Senate and the House of Representatives a finan-*
 21 *cial report containing—*

22 (A) *an interagency budget crosscut report*
 23 *that displays the budget proposed for each of the*
 24 *Federal agencies to carry out the Settlements for*
 25 *the upcoming fiscal year, separately showing*

1 *funding requested under preexisting authorities*
2 *and new authorities provided by this Act;*

3 *(B) a detailed accounting of all funds re-*
4 *ceived and obligated by all Federal agencies re-*
5 *sponsible for implementing the Settlements; and*

6 *(C) a budget for proposed actions to be car-*
7 *ried out in the upcoming fiscal year by the ap-*
8 *plicable Federal agencies in the upcoming fiscal*
9 *year.*

10 *(h) REPORT TO CONGRESS.—Not later than the date*
11 *of submission of the budget of the President to Congress for*
12 *each fiscal year, the Secretaries shall submit to the appro-*
13 *priate authorizing committees of the Senate and the House*
14 *of Representatives a report that describes—*

15 *(1) the status of implementation of all of the Set-*
16 *tlements;*

17 *(2) expenditures during the preceding fiscal year*
18 *for implementation of all of the Settlements;*

19 *(3) the current schedule and funding levels that*
20 *are needed to complete implementation of each of the*
21 *Settlements;*

22 *(4) achievements in advancing the purposes of*
23 *complying with the Endangered Species Act of 1973*
24 *(16 U.S.C. 1531 et seq.) under the Settlements;*

1 (5) *additional achievements in restoring fisheries*
2 *under the Settlements;*

3 (6) *the status of water deliveries for the pre-*
4 *ceding water year and projections for the upcoming*
5 *water year for—*

6 (A) *the Klamath Project and irrigators in*
7 *the Off-Project Area pursuant to the Agreements;*
8 *and*

9 (B) *the National Wildlife Refuges in areas*
10 *covered by the Agreements;*

11 (7) *the status of achieving the goals of sup-*
12 *porting sustainable agriculture production (including*
13 *the goal of limiting net power costs for water manage-*
14 *ment) and general economic development in the*
15 *Klamath Basin;*

16 (8) *the status of achieving the goal of supporting*
17 *the economic development of the Party tribes;*

18 (9) *the assessment of the Secretaries of the*
19 *progress being made toward completing implementa-*
20 *tion of all of the Settlements;*

21 (10)(A) *identification of performance measures*
22 *established for the goals of the Agreements and of fa-*
23 *cilities removal as described in the report to Congress*
24 *required under section 8(b)(4)(B); and*

1 *(B) until achieved, the assessment of the Secre-*
2 *taries of the progress being made toward meeting the*
3 *performance measures; and*
4 *(11) the status of plans to address any potential*
5 *cost in excess of the State cost cap as described in the*
6 *report to Congress required under section 8(b)(4)(B).*

Calendar No. 639

113TH CONGRESS
2^D Session

S. 2379

[Report No. 113-299]

A BILL

To approve and implement the Klamath Basin agreements, to improve natural resource management, support economic development, and sustain agricultural production in the Klamath River Basin in the public interest and the interest of the United States, and for other purposes.

DECEMBER 10, 2014

Reported with an amendment