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.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Klamath Basin Water Recovery and Economic Restoration Act of 2015”.

SEC. 2. DEFINITIONS.

In this Act:
(1) **AGREEMENT.**—The term “Agreement” means each of—

   (A) the Restoration Agreement; and

   (B) the Upper Basin Agreement.

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

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

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

   (B) site remediation and restoration, including restoration of previously inundated land;

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

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

(4) **FACILITY.**—The term “facility” means the following 1 or more hydropower facilities (including 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) GOVERNORS.—The term “Governors” means—

(A) the Governor of the State of Oregon; and

(B) the Governor of the State of California.

(6) 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)).

(7) 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.
(8) JOINT MANAGEMENT ENTITY TECHNICAL TEAM.—The term “Joint Management Entity Technical Team” means the group of specialists appointed by the Joint Management Entity as provided for in section 7.8 of the Upper Basin Agreement.

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

(10) Klamath Basin.—

(A) In General.—The term “Klamath Basin” means the land tributary to the Klamath River in Oregon and California.

(B) Inclusions.—The term “Klamath Basin” includes the Lost River and Tule Lake Basins.

(11) Klamath Project.—

(A) In General.—The term “Klamath Project” means the Bureau of Reclamation project in the States of California and Oregon, as authorized under the Act of June 17, 1902 (32 Stat. 388, chapter 1093).
(B) **Inclusions.**—The term “Klamath Project” includes any dams, canals, and other works and interests for water diversion, storage, delivery, and drainage, flood control, and similar functions that are part of the project described in subparagraph (A).

(12) **Klamath Project Water Users.**—The term “Klamath Project Water Users” has the meaning given the term in the Restoration Agreement.

(13) **Landowner Entity.**—The term “Landowner Entity” means the entity established pursuant to section 8 of the Upper Basin Agreement.

(14) **Off-Project Area.**—The term “Off-Project Area” means—

(A) the areas within the Sprague River, Sycan River, Williamson River, and Wood Valley (including the Wood River, Crooked Creek, Sevenmile Creek, Fourmile Creek, and Crane Creek) subbasins referred to in Exhibit B of the Upper Basin Agreement; and

(B) to the extent provided for in the Upper Basin Agreement, any other areas for which claims described by section 1.3 or 2.5.1 of the Upper Basin Agreement are settled as provided
for in section 2.5.1 of the Upper Basin Agreement.

(15) **Off-Project Irrigator.**—The term “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.

(16) **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.

(17) **PacifiCorp.**—The term “PacifiCorp” means the owner and licensee of the facility (as of the date of enactment of this Act).
(18) PARTY TRIBES.—The term “Party tribes” means—

(A) the Yurok Tribe;
(B) the Karuk Tribe;
(C) the Klamath Tribes; and
(D) such other federally recognized tribes of the Klamath Basin as may become party to the Restoration Agreement after the date of enactment of this Act.

(19) RESTORATION AGREEMENT.—The term “Restoration Agreement” means the agreement entitled “Klamath River Basin Restoration Agreement for the Sustainability of Public and Trust Resources and Affected Communities” and dated February 18, 2010 (including amendments adopted prior to the date of enactment of this Act and any further amendments to that agreement approved pursuant to section 3(a)).

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

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

(22) SECRETARIES.—The term “Secretaries” means each of—
(A) the Secretary of the Interior;
(B) the Secretary of Commerce; and
(C) the Secretary of Agriculture.

(23) SETTLEMENTS.—The term “Settlements” means each of—
(A) the Hydroelectric Settlement;
(B) the Restoration Agreement; and
(C) the Upper Basin Agreement.

(24) 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)).

(25) 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 the extent the amendment is consistent with this Act.

(3) Further amendments.—If any amendment to any of the Settlements is executed by the parties to the applicable Settlement after the date of enactment of this Act, unless the Secretary, the Secretary of Commerce, or Secretary of Agriculture determines, not later than 90 days after the date on which the non-Federal parties agree to the amendment, that the amendment is inconsistent with this Act or other provisions of law, the amendment is also authorized, ratified, and confirmed to the extent the amendment—

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

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

(C) does not require congressional approval pursuant to section 2116 of the Revised Statutes (25 U.S.C. 177) or other applicable Federal law.
(b) Execution and Implementation of Settlements.—

(1) The Agreements.—

(A) In General.—As authorized, ratified, and confirmed pursuant to subsection (a)—

(i) the Secretary, the Secretary of Commerce, and the Secretary of Agriculture shall promptly execute and implement the Restoration Agreement; and

(ii) the Secretary and the Secretary of Commerce shall promptly execute and implement the Upper Basin Agreement.

(B) Effect of Executing Agreements.—Notwithstanding subsection (l), execution by the applicable Secretaries under subparagraph (A) of either Agreement shall not be considered a major Federal action under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(C) Participation in the Upper Basin Agreement.—As provided for in the Upper Basin Agreement and as part of implementing the Upper Basin Agreement, the Secretary and the Secretary of Commerce may—
(i) participate in the Water Use Program and in the Riparian Program; and

(ii) serve as members of the Joint Management Entity representing the Bureau of Indian Affairs, the United States Fish and Wildlife Service, the United States Geological Survey, and the National Marine Fisheries Service of the Department of Commerce, with the Secretary serving as the voting member, as described in section 7.1.5 of the Upper Basin Agreement.

(2) HYDROELECTRIC SETTLEMENT.—To the extent that the Hydroelectric Settlement does not conflict with this Act, the Secretary, the Secretary of Commerce, and the Commission shall implement the Hydroelectric Settlement, in consultation with other applicable Federal agencies.

(c) FEDERAL RESPONSIBILITIES.—To the extent consistent with the Settlements, this Act, and other provisions of law, the Secretary, the Secretary of Commerce, the Secretary of Agriculture, and the Commission shall perform all actions necessary to carry out each responsibility of the Secretary, the Secretary of Commerce, the
Secretary of Agriculture, and the Commission, respectively, under the Settlements.

(d) Environmental Compliance.—In implementing the Settlements, the Secretaries and the Commission shall comply with—

   (1) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.);
   (2) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.); and
   (3) all other applicable law.

(e) Publication of Notice; Effect of Publication.—

   (1) Restoration agreement.—

      (A) Publication.—The Secretary shall publish the notice required by section 15.3.4.A or section 15.3.4.C of the Restoration Agreement, as applicable, in accordance with the Restoration Agreement.

      (B) Effect of publication.—Publication of the notice described in subparagraph (A) shall have the effects on the commitments, rights, and obligations of the Party tribes, the United States (as trustee for the federally recognized tribes of the Klamath Basin), and other
parties to the Restoration Agreement provided for in the Restoration Agreement.

(2) **UPPER BASIN AGREEMENT.**—

(A) **PUBLICATION.**—The Secretary shall publish the notice required by section 10.1 of the Upper Basin Agreement if all requirements of section 10 of the Upper Basin Agreement have been fulfilled, including the requirement for notice by the Klamath Tribes of the willingness of the Tribes to proceed with the Upper Basin Agreement following enactment of authorizing legislation as described in section 10.1.10 or 10.2 of the Upper Basin Agreement, as applicable, in accordance with the Upper Basin Agreement.

(B) **EFFECT OF PUBLICATION.**—

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

(ii) **TERMINATION.**—On publication of the notice required under section 10.2 of the Upper Basin Agreement, the Upper Basin Agreement shall terminate, according to the terms of that section.
(3) Judicial review.—

(A) In General.—Judicial review of a decision of the Secretary pursuant to this subsection shall be in accordance with the standard and scope of review under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the “Administrative Procedure Act”).

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

(f) Eligibility for Funds Protected.—Notwithstanding any other provision of law, nothing in this Act or the implementation of the Settlements, other than as explicitly provided for in this Act or the Settlements—

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

(2) shall be considered an offset against any obligations or funds in existence on the date of enactment of this Act, under any Federal or State law.

(g) Tribal Rights Protected.—Nothing in this Act or the Settlements—
(1) affects the rights of any Indian tribe outside the Klamath Basin; or

(2) amends, alters, or limits the authority of the Indian tribes of the Klamath Basin to exercise any water rights the Indian tribes hold or may be determined to hold except as expressly provided in the Agreements.

(h) Water Rights.—

(1) In General.—Except as specifically provided in this Act and the Settlements, nothing in this Act or the Settlements creates or determines water rights or affects water rights or water right claims in existence on the date of enactment of this Act.

(2) No Standard for Quantification.—Nothing in this Act or the Settlements establishes any standard for the quantification of Federal reserved water rights or any water claims of any Indian tribe in any judicial or administrative proceeding.

(i) Willing Sellers.—Any acquisition of interests in land or water pursuant to either Agreement shall be from willing sellers.

(j) No Private Right of Action.—
(1) IN GENERAL.—Nothing in this Act confers on any person or entity not a party to the Settlements a private right of action or claim for relief to interpret or enforce this Act or the Settlements.

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

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

(l) RELATIONSHIP TO CERTAIN OTHER FEDERAL LAW.—

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

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

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

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

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

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

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

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

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

(2) CONSISTENCY.—The Agreements shall be
considered consistent with subsections (a) through
(c) of section 208 of the Department of Justice Ap-

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

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

(n) Waiver of Sovereign Immunity by the Party Tribes.—Nothing in this Act waives or abrogates the sovereign immunity of the Party tribes.

SEC. 4. KLAMATH PROJECT AUTHORIZED PURPOSES.

(a) Klamath Project Purposes.—

(1) In general.—Subject to paragraph (2) and subsection (b), the purposes of the Klamath Project include—

(A) irrigation;
(B) reclamation;
(C) flood control;
(D) municipal;
(E) industrial;
(F) power;
(G) fish and wildlife purposes; and
(H) National Wildlife Refuge purposes.

(2) Effect of Fish and Wildlife Purposes.—

(A) In general.—Subject to subparagraph (B), the fish and wildlife and National Wildlife Refuge purposes of the Klamath Project authorized under paragraph (1) shall
not adversely affect the irrigation purpose of the Klamath Project.

(B) Water Allocations and Delivery.—Notwithstanding subparagraph (A), the water allocations and delivery to the National Wildlife Refuges provided for in the Restoration Agreement shall not constitute an adverse effect on the irrigation purpose of the Klamath Project for purposes of this paragraph.

(b) Water Rights Adjudication.—For purposes of the determination of water rights in Oregon’s Klamath Basin adjudication, until the date on which the Appendix E–1 to the Restoration Agreement is filed in Oregon’s Klamath Basin adjudication pursuant to the Restoration Agreement, the purposes of the Klamath Project shall be the purposes in effect on the day before the date of enactment of this Act.

(c) Disposition of Net Revenues From Leasing of Tule Lake and Lower Klamath National Wildlife Refuge Land.—Net revenues from the leasing of refuge land within the Tule Lake National Wildlife Refuge and Lower Klamath National Wildlife Refuge under section 4 of Public Law 88–567 (78 Stat. 851) (commonly known as the “Kuchel Act”) shall be provided as follows:

(1) Directly, without further appropriation:
(A) 10 percent of net revenues from land within the Tule Lake National Wildlife Refuge that are within the boundaries of Tulelake Irrigation District to Tulelake Irrigation District, as provided in article 4 of Contract No. 14-06-200-5954 and section 2(a) of the Act of August 1, 1956 (70 Stat. 799, chapter 828).

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

(2) Subject to appropriation and, when so appropriated, notwithstanding any other provision of law:

(A) 20 percent of net revenues to the Klamath Basin National Wildlife Refuge Complex of the United States Fish and Wildlife Service, for wildlife management purposes on the Tule Lake National Wildlife Refuge and the Lower Klamath National Wildlife Refuge.

(B) 10 percent of net revenues from land within the Lower Klamath National Wildlife Refuge that are within the boundaries of the Klamath Drainage District to Klamath Drainage District, for operation and maintenance re-
sponsibility for the Federal reclamation water delivery and drainage facilities within the boundaries of the Klamath Drainage District and the Lower Klamath National Wildlife Refuge exclusive of the Klamath Straits Drain, subject to a transfer agreement with the Bureau of Reclamation under which the Klamath Drainage District assumes the operation and maintenance duties of the Bureau of Reclamation for Klamath Drainage District (Area K) lease land exclusive of Klamath Straits Drain.

(C) The remainder of net revenues after application of paragraph (1) and subparagraphs (A) and (B) of this paragraph to the Bureau of 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 mem-
ers 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-
scribed 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 Restora-
tion 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.

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

(4) ADDITIONAL COMMITMENTS.—The Klamath Tribes (on behalf of the tribe and the members of the tribe) may make additional commitments and assurances in exchange for the resolution of its claims described in section 1.3.1 or 2.5.1 of the Upper Basin Agreement, subject to the conditions that the commitments and assurances shall be—
(A) consistent with this Act, the Settlements, and other applicable provisions of law, based on the totality of the circumstances; and

(B) covered by a written agreement signed by the Klamath Tribes and the United States (acting as trustee for the tribe and the members of the tribe in Oregon’s Klamath Basin adjudication) pursuant to subsection (f).

(b) ACTIONS BY KARUK TRIBE AND YUROK TRIBE.—

(1) COMMITMENTS ACKNOWLEDGED AND AGREED TO.—In consideration for the commitments of the Klamath Project Water Users described in the Restoration Agreement, and other benefits described in the Restoration Agreement and this Act, the Karuk Tribe and the Yurok Tribe (on behalf of the tribe and the members of the tribe) may make the commitments provided in the Restoration Agreement.

(2) NO FURTHER ACTION REQUIRED.—Except as provided in subsection (c), the commitments described in paragraph (1) are confirmed as effective and binding, in accordance with the terms of the commitments, without further action by the Yurok Tribe or Karuk Tribe.
(c) **Release of Claims by Party Tribes.**—

(1) **In General.**—Subject to paragraph (2), subsection (d), and the Agreements, but without otherwise affecting any right secured by a treaty, Executive order, or other law, the Party tribes (on behalf of the tribes and the members of the tribes) may relinquish and release certain claims against the United States (including any Federal agencies and employees) described in sections 15.3.5.A, 15.3.6.B.i, and 15.3.7.B.i of the Restoration Agreement and, in the case of the Klamath Tribes, section 2.5 of the Upper Basin Agreement.

(2) **Conditions.**—The relinquishments and releases under paragraph (1) shall not take force or effect until the terms described in sections 15.3.5.C, 15.3.5.D, 15.3.6.B.iii, 15.3.7.B.iii, 15.3.7.B.iv, and 33.2.1 of the Restoration Agreement and sections 2.4 and 10 of the Upper Basin Agreement have been fulfilled.

(d) **Retention of Rights of Party Tribes.**—Notwithstanding subsections (a) through (c) or any other provision of this Act, the Party tribes (on behalf of the tribes and the members of the tribes) and the United States (acting as trustee for the Party tribes), shall retain—
(1) all claims and rights described in sections 15.3.5.B, 15.3.6.B.ii, and 15.3.7.B.ii of the Restoration Agreement; and

(2) any other claims and rights retained by the Party Tribes in negotiations pursuant to section 15.3.5.D, 15.3.6.B.iv, and 15.3.7.B.iv of the Restoration Agreement.

(c) TOLLING OF CLAIMS.—

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

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

(B) ending on the earlier of—

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

(ii) December 1, 2030.

(2) EFFECT OF TOLLING.—Nothing in this subsection—

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

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

(f) ACTIONS OF UNITED STATES AS TRUSTEE.—

(1) RESTORATION AGREEMENT COMMITMENTS AUTHORIZED.—In consideration for the 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 United States, acting as trustee for the federally recognized tribes of the Klamath Basin and the members of such tribes, may make the commitments provided in the Restoration Agreement.

(2) UPPER BASIN AGREEMENT COMMITMENTS AUTHORIZED.—In consideration for the 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 United States, acting as trustee for the Klamath Tribes and the members of the Klamath Tribes, may make the commitments provided in the Upper Basin Agreement.
(3) NO FURTHER ACTION.—The commitments described in paragraphs (1) and (2) are confirmed as effective and binding, in accordance with the terms of the commitments, without further action by the United States.

(4) ADDITIONAL COMMITMENTS.—The United States, acting as trustee for the Klamath Tribes and the members of the Klamath Tribes in Oregon’s Klamath Basin Adjudication, may make additional commitments and assurances of rights in exchange for the resolution of the tribal water right claims described in section 1.3.1 or 2.5.1 of the Upper Basin Agreement, subject to the conditions that the commitments or assurances shall be—

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

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

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

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

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

(A) authorized by law to be taken in the sovereign capacity of the United States, including any law relating to health, safety, or the environment, including—

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

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

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

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

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

(vi) regulations implementing the Acts described in this subparagraph;
(B) as trustee for the benefit of any federally recognized Indian tribe other than an Indian tribe of the Klamath Basin;

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

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

(i) to acquire water rights after the effective date of the Agreements (as defined in section 1.5.1 of the Restoration Agreement and section 14.3 of the Upper Basin Agreement);

(ii) to use and protect water rights, including water rights acquired after the effective date of the Agreements (as defined in section 1.5.1 of the Restoration Agreement and section 14.3 of the Upper Basin Agreement), subject to the Agreements; or
(iii) to claim a water right or continue
to advocate for an existing claim for water
rights in an appropriate United States
court or State court or administrative pro-
ceeding, subject to the Agreements;

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

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

SEC. 6. WATER AND POWER PROVISIONS.

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

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

(2) by inserting after section 3 the following:

“SEC. 4. WATER MANAGEMENT AND PLANNING ACTIVITIES.

“(a) DEFINITIONS.—In this section:

“(1) OFF-PROJECT AREA.—The term ‘Off-
Project Area’ means—
“(A) the areas within the Sprague River, Sycan River, Williamson River, and Wood Valley (including Crooked Creek, Sevenmile Creek, Fourmile Creek, and Crane Creek) subbasins referred to in Exhibit B of the Upper Basin Agreement; and

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

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

“(3) RESTORATION AGREEMENT.—The term ‘Restoration Agreement’ means the agreement entitled ‘Klamath River Basin Restoration Agreement for the Sustainability of Public and Trust Resources and Affected Communities’ and dated February 18, 2010 (including any amendments adopted prior to the date of enactment of this Act and any further amendment to that agreement approved pursuant to section 3(a) of the Klamath Basin Water Recovery and Economic Restoration Act of 2015).
“(4) Upper Basin Agreement.—The term ‘Upper Basin Agreement’ means the agreement entitled ‘Upper Klamath Basin Comprehensive Agreement’ and dated April 18, 2014 (including any amendment to that agreement).

“(b) Action by Secretary.—

“(1) In general.—The Secretary may carry out any activities, including by entering into an agreement or contract or otherwise making financial assistance available—

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

“(B) to limit the net costs of power used to manage water (including by arranging for delivery of Federal power, consistent with the Restoration Agreement and the Upper Basin Agreement) for—

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

“(ii) the On-Project Power Users;

“(iii) irrigators in the Off-Project Area; and
“(iv) the Klamath Basin National Wildlife Refuge Complex; and

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

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

SEC. 7. KLAMATH TRIBES TRIBAL RESOURCE FUND.

(a) ESTABLISHMENT.—There is established in the Treasury of the United States a fund to be known as the “Klamath Tribes Tribal Resource Fund” (referred to in this section as the “Fund”), consisting of the amounts deposited in the Fund under subsection (b), together with any interest earned on those amounts, to be managed, invested, and administered by the Secretary for the benefit of the Klamath Tribes in accordance with the terms of section 2.4 of the Upper Basin Agreement, to remain available until expended.
(b) Transfers to Fund.—The Fund shall consist of such amounts as are appropriated to the Fund under subsection (i), which shall be deposited in the Fund not later than 60 days after the amounts are appropriated and any interest under subsection (c) or (d).

(c) Management by the Secretary.—Absent an approved tribal investment plan under subsection (d) or an economic development plan under subsection (e), the Secretary shall manage, invest, and distribute all amounts in the Fund in a manner that is consistent with the investment authority of the Secretary under—

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

(2) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.);

and

(3) this section.

(d) Investment by the Klamath Tribes.—

(1) Investment plan.—

(A) In general.—In lieu of the investment provided for in subsection (c), the Klamath Tribes may submit a tribal investment plan to the Secretary, applicable to all or part of the Fund, excluding the amounts described in subsection (e)(4)(A).
(B) **Approval.**—Not later than 60 days after the date on which a tribal investment plan is submitted under subparagraph (A), the Secretary shall approve such investment plan if the Secretary finds that the plan—

(i) is reasonable and sound;

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

(iii) meets the requirements of this section.

(C) **Disapproval.**—If the Secretary does not approve the tribal investment plan, the Secretary shall set forth in writing the particular reasons for the disapproval.

(2) **Disbursement.**—If the tribal investment plan is approved by the Secretary, the funds involved shall be disbursed from the Fund to the Klamath Tribes to be invested by the Klamath Tribes in accordance with the approved tribal investment plan, subject to the requirements of this section.

(3) **Compliance.**—The Secretary may take such steps as the Secretary determines to be nec-
necessary to monitor the compliance of a Tribe with an investment plan approved under paragraph (1)(B).

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

(A) responsible for the review, approval, or audit of any individual investment under an approved investment plan; or

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

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

(A) subject to the requirements of this section; and

(B) expended only in accordance with an economic development plan approved under subsection (e).

(e) ECONOMIC DEVELOPMENT PLAN.—

(1) IN GENERAL.—The Klamath Tribes shall submit to the Secretary an economic development plan for the use of the Fund, including the expenditure of any principal or income derived from man-
agement under subsection (c) or from tribal investments carried out under subsection (d).

(2) Approval.—Not later than 60 days after the date on which an economic development plan is submitted under paragraph (1), the Secretary shall approve the economic development plan if the Secretary finds that the plan meets the requirements of the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.) and this section.

(3) Use of Funds.—The economic development plan under this subsection shall—

(A) require that the Klamath Tribes spend all amounts withdrawn from the Fund in accordance with this section; and

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

(4) Resource Acquisition and Enhancement Plan.—The economic development plan shall include a resource acquisition and enhancement plan, which shall—

(A) require that not less than ½ of the amounts appropriated for each fiscal year to carry out this section shall be used to enhance,
restore, and utilize the natural resources of the
Klamath Tribes, in a manner that also provides
for the economic development of the Klamath
Tribes and, as determined by the Secretary, di-
rectly or indirectly benefit adjacent non-Indian
communities; and

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

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

(6) Limitation on Liability.—The United
States shall not be directly or indirectly liable for
any claim or cause of action arising from—

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

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

(f) Limitation on Per Capita Distributions.—

No amount in the Fund (including any income accruing
to the amount) and no revenue from any water use con-
tract may be distributed to any member of the Klamath Tribes on a per capita basis.

(g) LIMITATION ON DISBURSEMENT.—

(1) IN GENERAL.—Subject to paragraph (2), amounts in the Fund shall not be available for disbursement under this section until the Klamath Tribes—

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

(B) are determined by the Secretary to be in substantial compliance with those commitments.

(2) EARLY DISBURSEMENT.—Based on the unique history of the loss of reservation land by the Klamath Tribes through termination of Federal recognition and acknowledging that restoration of tribal land is essential to building the tribal economy and achieving self-determination, the Secretary may disburse funds to the Klamath Tribes prior to the satisfaction of the requirements of paragraph (1) on a determination by the Secretary that such funds are available and that early disbursement will support activities designed to increase employment opportunities for members of the Klamath Tribes.
(3) AGREEMENTS.—Any such disbursement shall be in accordance with a written agreement be-
tween the Secretary and the Klamath Tribes that provides the following:

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

(B) For any disbursement to support economic activity and creation of tribal employ-
ment opportunities (including any rehabilitation of existing properties to support economic ac-
(h) **PROHIBITION.**—Amounts in the Fund may not be made available for any purpose other than a purpose described in this section.

(i) **ANNUAL REPORTS.**—

1. **IN GENERAL.**—Not later than 60 days after the end of each fiscal year beginning with fiscal year 2015, the Secretary shall submit to the Committee on Appropriations of the House of Representatives, the Committee on Appropriations of the Senate, and the appropriate authorizing committees of the Senate and the House of Representatives a report on the operation of the Fund during the fiscal year.

2. **CONTENTS.**—Each report shall include, for the fiscal year covered by the report, the following:
(A) A statement of the amounts deposited into the Fund.

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

(C) Recommendations for additional authorities to fulfill the purpose of the Fund.

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

(j) No Third Party Rights.—This section does not create or vest rights or benefits for any party other than the Klamath Tribes and the United States.

(k) Authorization of Appropriations.—There is authorized to be appropriated to carry out this section $8,000,000 for each fiscal year, not to exceed a total amount of $40,000,000.

SEC. 8. HYDROELECTRIC FACILITIES.

(a) Facilities Removal Determination.—

(1) In general.—Subject to paragraph (3), in accordance with section 3 of the Hydroelectric Settlement, the Governors and the Secretary shall jointly—

(A) as soon as practicable after the date of enactment of this Act, determine whether to proceed with facilities removal, based on but
not limited to factors identified in the Hydro-
electric Settlement; and

(B) if the Governors and the Secretary de-
determine under subparagraph (A) to proceed
with facilities removal, include in the deter-
mination the designation of a dam removal enti-
ty, subject to paragraph (6).

(2) **Basis for Determination to Pro-
ceed.**—For purposes of making a determination
under paragraph (1)(A), the Governors and the Sec-
retary, in cooperation with the Secretary of Com-
merce and other appropriate entities, shall—

(A) use existing information;

(B) conduct any necessary additional stud-
ies;

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

(D) take such other actions as the Gov-
ernors and the Secretary determine to be ap-
propriate to support the determination under
paragraph (1).

(3) **Conditions for Determination to Pro-
ceed.**—The Secretary and the Governors may not
make or publish the determination under this sub-
section, unless the conditions specified in section 3.3.4 of the Hydroelectric Settlement, as modified by this Act as applicable, have been satisfied.

(4) Publication of notice.—The Secretary shall publish notification of the determination under this subsection in the Federal Register.

(5) Judicial review of determination.—

(A) In general.—For purposes of judicial review, the determination of the Secretary under paragraph (1) shall constitute a final agency action with respect to whether or not to proceed with facilities removal.

(B) Petition for review.—

(i) Filing.—

(I) In general.—Judicial review of the determination and related actions to comply with environmental laws (including the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.), and the National Historic Preservation Act (16 U.S.C. 470 et seq.)) may be obtained by an aggrieved person only as provided in this paragraph.
(II) JURISDICTION.—A petition for review under this paragraph may be filed only in the United States Court of Appeals for the District of Columbia Circuit or in the Ninth Circuit Court of Appeals.

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

(ii) DEADLINE.—

(I) IN GENERAL.—Except as provided in subclause (II), any petition for review under this paragraph shall be filed not later than 60 days after the date of publication of the determination in the Federal Register.

(II) SUBSEQUENT GROUNDS.—If a petition is based solely on grounds arising after the date that is 60 days after the date of publication of the determination in the Federal Register,
the petition for review under this subsection shall be filed not later than 60 days after the grounds arise.

(C) IMPLEMENTATION.—Any action of the Secretary with respect to which review could have been obtained under this paragraph shall not be subject to judicial review in any action relating to the implementation of the determination of the Secretary or in proceedings for enforcement of the Hydroelectric Settlement.

(D) APPLICABLE STANDARD AND SCOPE.—Judicial review of the determination of the Secretary shall be in accordance with the standard and scope of review under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the “Administrative Procedure Act”).

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

(i) affect the finality of the action for purposes of judicial review;
(ii) extend the time within which a petition for judicial review under this subsection may be filed; or

(iii) postpone the effectiveness of the action.

(6) Requirements for Dam Removal Entity.—A dam removal entity designated by the Governors and the Secretary under paragraph (1)(B) shall, in the sole judgment of the Governors and the Secretary—

(A) have the capabilities for facilities removal described in section 7.1.1 of the Hydroelectric Settlement;

(B) be otherwise qualified to perform facilities removal; and

(C) have 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 Governors and 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 Governors and the Secretary under subsection (a) provides for proceeding with facilities removal;

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

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

(2) **NON-FEDERAL FUNDS.**—

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

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

(C) INCLUSION.—The costs of dam re-
moval shall include, within the State Cost Cap
described in section 4.1.3 of the Hydroelectric
Settlement, reasonable compensation for prop-
erty owners whose property or property value is
directly damaged by facilities removal, con-
sistent with State, local, and Federal law.

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

(4) PROCEEDING WITH FACILITIES REMOVAL.—

(A) IN GENERAL.—The dam removal enti-

ty shall, consistent with the Hydroelectric Set-
tlement—

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

(ii) obtain all permits, authorizations,
entitlements, certifications, and other ap-
provals necessary to implement facilities
removal, including a permit under section
404 of the Federal Water Pollution Control Act (33 U.S.C. 1344), notwithstanding subsection (r) of that section; and

(iii) implement facilities removal.

(B) REPORT.—

(i) IN GENERAL.—The Governors and the Secretary shall prepare and make public a report on the determination and plan for facilities removal.

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

(I) provide a detailed explanation of the basis for the determination to proceed with facilities removal and for the designation of the dam removal entity, including relevant supporting documents;

(II) include any comments received from the Commission on the determination and a written response to the comments;

(III) state specific goals intended to be achieved by facilities removal;
(IV) include specific performance measures that will be used to show achievements in meeting the goals;

(V) provide a detailed explanation of factors that are unique to facilities removal in the Klamath Basin, including why the Federal role is limited to the Klamath Basin and sets no precedent 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 Represent- atives; 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 Commission the section of the report describing the basis of the determination to proceed with dam removal for comment and, as appropriate, consultation.

(v) Deadline.—The report required under this subparagraph shall be made public—

(I) not less than 1 year before the date of implementation of facilities removal; and

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

(C) State and Local Laws.—
(i) IN GENERAL.—Except as provided in clause (ii), facilities removal shall be subject to applicable requirements of State and local laws relating to permits and other authorizations, to the extent the requirements are not in conflict with Federal law, including the determination of the Governors and the Secretary under subsection (a) and the definite plan (including the schedule) for facilities removal authorized under this Act.

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

(I) the authorities of the States regarding concurrence with the determination of the Secretary under subsection (a) in accordance with State law; or

(II) the authority of a State public utility commission regarding funding of facilities removal.

(iii) JURISDICTION.—The United States district courts shall have original jurisdiction over all claims regarding the consistency of State and local laws regarding
permits and other authorizations, and of
State and local actions pursuant to those
laws, with the definite plan (including the
schedule) for facilities removal authorized
under this Act.

(D) 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 fa-
cilities removal and for disposition of facil-
ity 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 re-
moval in accordance with section 7.4.1 of
the Hydroelectric Settlement.

(ii) NON-FEDERAL DAM REMOVAL EN-
TITY.—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 Hydro-
electric Settlement and this Act, is author-
ized.

(E) CONTINUED POWER GENERATION.—

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

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

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

(ii) AGREEMENT WITH DAM REMOVAL
ENTITY.—As a condition of transfer of
title pursuant to subparagraph (C), the
dam removal entity shall enter into an
agreement with PacifiCorp that provides
for continued generation of power in accordance with clause (i).

(F) REPORT.—Not later than 3 years after the date of the completion of facilities removal, the Governors and the Secretary shall submit to the Committee on Energy and Natural Resources of the Senate, the Committee on Natural Resources of the House of Representatives, and the Commission—

(i) a detailed report describing the results of facilities removal, including the status of achieving the performance measures and goals included in the report described in subparagraph (B); and

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

(5) LICENSES AND JURISDICTION.—

(A) ANNUAL LICENSES.—

(i) IN GENERAL.—The Commission shall issue annual licenses authorizing PacifiCorp to continue to operate the facilities until PacifiCorp transfers title to all of the facilities.
(ii) TERMINATION.—The annual licenses shall terminate with respect to a facility on transfer of title for the facility from PacifiCorp to the dam removal entity.

(iii) STAGED REMOVAL.—

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

(II) NONTRANSFER OF TITLE.—Annual license conditions shall remain in effect with respect to any facility for which PacifiCorp has not transferred title to the dam removal entity to the extent compliance with the annual license conditions are not prevented by the removal of any other facility.

(B) JURISDICTION.—The jurisdiction of the Commission under part I of the Federal Power Act (16 U.S.C. 792 et seq.) shall terminate with respect to a facility on the transfer of title for the facility from PacifiCorp to the dam removal entity.
(C) RELICENSING.—

(i) IN GENERAL.—The Commission shall—

(I) stay the proceeding of the Commission regarding the pending license application of PacifiCorp for Project No. 2082 for the period during which the Hydroelectric Settlement remains in effect; and

(II) resume the proceeding and proceed to take final action on the new license application only if the Hydroelectric Settlement terminates pursuant to section 8.11 of the Hydroelectric Settlement.

(D) TERMINATION; LIMITATIONS.—If the Hydroelectric Settlement is terminated pursuant to section 8.11 of the Hydroelectric Settlement, the Commission, in proceedings on the application for relicensing, shall not be bound by the record or findings of the Secretary relating to the determination of the Secretary or by the determination of the Secretary.

(c) LIABILITY PROTECTION.—
(1) IN GENERAL.—Notwithstanding any other Federal, State, local, or common law, PacifiCorp shall not be liable for any harm to an individual or entity, property, or the environment, or any damages resulting from facilities removal or facility operations arising from, relating to, or triggered by actions associated with facilities removal under this Act, including any damage caused by the release of any material or substance (including a hazardous substance).

(2) FUNDING.—Notwithstanding any other Federal, State, local, or common law, no individual or entity contributing funds for facilities removal shall be held liable, solely by virtue of that funding, for any harm to an individual or entity, property, or the environment, or damages arising from facilities removal or facility operations arising from, relating to, or triggered by actions associated with facilities 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 protection relates to any particular facilities on transfer of title to the facility from PacifiCorp to the dam removal entity designated by the Secretary under subsection (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, memorandum 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.

(2) TRIBAL PROGRAMS.—Consistent with paragraph (1) and section 32 of the Restoration Agreement, the Secretaries shall give priority to qualified Party tribes in awarding grants, contracts, or other agreements for purposes of implementing the fish-
eries programs described in part III of the Restoration Agreement.

(b) **ESTABLISHMENT OF ACCOUNTS.**—There are established in the Treasury for the deposit of appropriations and other funds (including non-Federal donated funds) the following noninterest-bearing accounts:

- (1) The On-Project Plan and Power for Water Management Fund, to be administered by the Bureau of Reclamation.
- (2) The Water Use Retirement and Off-Project Reliance Fund, to be administered by the United States Fish and Wildlife Service.
- (3) The Klamath Drought Fund, to be administered by the National Fish and Wildlife Foundation.

(c) **MANAGEMENT.**—

- (1) **IN GENERAL.**—The accounts established by subsection (b) shall be managed in accordance with this Act and section 14.3 of the Restoration Agreement.
- (2) **TRANSFERS.**—Notwithstanding section 1535 of title 31, United States Code, the Secretaries are authorized to enter into interagency agreements for the transfer of Federal funds between Federal programs for the purpose of implementing this Act and the Settlements.
(d) Acceptance and Expenditure of Non-Federal Funds.—

(1) In General.—Notwithstanding title 31, United States Code, the Secretaries may accept and expend, without further appropriation, non-Federal funds, in-kind services, or property for purposes of implementing the Settlement.

(2) Use.—The funds and property described in paragraph (1) may be expended or used, as applicable, only for the purpose for which the funds or property were provided.

(e) Funds Available Until Expended.—All funds made available for the implementation of the Settlements shall remain available until expended.

(f) Termination of Agreements.—If any Agreement terminates—

(1) any appropriated Federal funds provided to a party that are unexpended at the time of the termination of the Agreement shall be returned to the general fund of the Treasury; and

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

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

(2) CROSSCUT BUDGET.—Not later than the date of submission of the budget of the President to Congress for each fiscal year, the Director of the Office of Management and Budget shall submit to the appropriate authorizing and appropriating committees of the Senate and the House of Representatives a financial report containing—

(A) an interagency budget crosscut report that displays the budget proposed for each of the Federal agencies to carry out the Settlements for the upcoming fiscal year, separately showing funding requested under preexisting authorities and new authorities provided by this Act;

(B) a detailed accounting of all funds received and obligated by all Federal agencies responsible for implementing the Settlements; and

(C) a budget for proposed actions to be carried out in the upcoming fiscal year by the
applicable Federal agencies in the upcoming fiscal year.

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

(1) the status of implementation of all of the Settlements;

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

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

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

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

(6) the status of water deliveries for the preceding water year and projections for the upcoming water year for—

(A) the Klamath Project and irrigators in the Off-Project Area pursuant to the Agreements; and
(B) the National Wildlife Refuges in areas covered by the Agreements;

(7) the status of achieving the goals of supporting sustainable agriculture production (including the goal of limiting net power costs for water management) and general economic development in the Klamath Basin;

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

(9) the assessment of the Secretaries of the progress being made toward completing implementation of all of the Settlements;

(10)(A) identification of performance measures established for the goals of the Agreements and of facilities removal as described in the report to Congress required under section 8(b)(4)(B); and

(B) until achieved, the assessment of the Secretaries of the progress being made toward meeting the performance measures; and

(11) the status of plans to address any potential cost in excess of the State cost cap as described in the report to Congress required under section 8(b)(4)(B).