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; TABLE OF CONTENTS.

(a) SHORT TITLE.—This Act may be cited as the “Klamath Basin Water Recovery and Economic Restoration Act of 2015”.

114th Congress
1st Session
H. R. _______

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 HOUSE OF REPRESENTATIVES

Mr. WALDEN introduced the following bill, which was referred to the Committee on _______.

A BILL
(b) TABLE OF CONTENTS.—The table of contents for this Act is as follows:

Sec. 1. Short title; table of contents.
Sec. 2. Definitions.
Sec. 3. Authorization, execution, and implementation of agreements.
Sec. 4. Klamath project authorized purposes.
Sec. 5. Tribal commitments; release of claims.
Sec. 6. Water and power provisions.
Sec. 7. Klamath tribes tribal resource fund.
Sec. 8. Administration and funding.
Sec. 9. Klamath tribes land restoration and economic development.
Sec. 10. Election of eligible National Forest System lands.

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) 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 de-
scribed in section 7 of the Upper Basin Agreement.

(4) **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.

(5) **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.

(6) **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.

(7) **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

(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).

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

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

(10) 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.

(11) **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.

(12) **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.

(13) **PACIFICORP.**—The term “PacifiCorp” means the owner and licensee of the facility (as of the date of enactment of this Act).
(14) **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.

(15) **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 8(a)).

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

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

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

(19) 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)).

(20) 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 AGREEMENTS.

(a) RATIFICATION OF AGREEMENTS.—

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

(2) AMENDMENTS CONSISTENT WITH THIS ACT.—If any amendment is executed to make any of the Agreements 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 Agreements 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 AGREEMENTS.—

(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 Bu-
rea of Indian Affairs, the United States
Fish and Wildlife Service, the United
States Geological Survey, and the National
Marine Fisheries Service of the Depart-
ment of Commerce, with the Secretary
serving as the voting member, as described
in section 7.1.5 of the Upper Basin Agree-
ment.

(e) **FEDERAL RESPONSIBILITIES.**—To the extent
consistent with the Agreements, this Act, and other provi-
sions of law, the Secretary, the Secretary of Commerce,
the Secretary of Agriculture, and the Commission shall
perform all actions necessary to carry out each responsi-
ability of the Secretary, the Secretary of Commerce, the
Secretary of Agriculture, and the Commission, respec-
tively, under the Agreements.

(d) **ENVIRONMENTAL COMPLIANCE.**—In imple-
menting the Agreements, the Secretaries and the Commis-
sion 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.
(c) 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 au-
thorizing 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 Agreements, other than as explicitly provided for in this Act or the Agreements—

(1) restricts or alters the eligibility of any party to any of the Agreements, 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 Agreements—

(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 Agreements, nothing in this Act or the Agreements 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 Agreements 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 Agreements a private right of action or claim for relief to interpret or enforce this Act or the Agreements.

(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 extent section 8(b)(4) of this Act requires a permit 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 Management 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 October 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 Appropriation Act, 1953 (43 U.S.C. 666).

(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 Agreements 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 responsibility 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-
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) UPPERPASIN 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 Agreements, 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 (e), 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.

(e) 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 commit-
ments provided in the Restoration Agreement.

(2) Upper Basin Agreement Commitments
Authorized.—In consideration for the commit-
ments of the Off-Project Irrigators described in the
Upper Basin Agreement and for other benefits de-
scribed 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 de-
scribed in section 1.3.1 or 2.5.1 of the Upper Basin
Agreement, subject to the conditions that the com-
mitments or assurances shall be—
(A) consistent with this Act, the Agreements, 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 proceeding, subject to the Agreements;

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

(3) affects any right, remedy, privilege, immunity, power, or claim not specifically relinquished and released under, or limited by, this Act or the Agreements.
SEC. 6. WATER AND POWER PROVISIONS.


(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. 839e(b)(3)).

“(3) POWER-RELATED PLANS AND REPORTING.—
“(A) IN GENERAL.—The Secretary is directed to ensure that the financial and engineering plan developed under section 17.7.2 of the Restoration Agreement is completed and approved in a timely manner.

“(B) SUBMISSION.—The Secretary shall submit the plan described in subparagraph (A) to the House Committee on Resources and the Senate Committee on Energy and Natural Resources no later than 1 year after enactment of this section, along with a report of the Secretary describing how the plan and actions of the Secretary supporting or complementary to the plan will result in attainment of the delivered power cost target identified in section 17.1 of the Restoration Agreement.

“(C) INCLUSIONS.—

“(i) As part of the submittals described in subparagraph (B), the Secretary shall report on the feasibility of transferring the East Side Development or Westside Development or both to an entity that would own and manage the East Side Development or Westside Development for...
the benefit of the On-Project Power Users and the irrigators in the Off-Project Area.

“(ii) As part of the submittals described in subparagraph (B), the Commissioner of Reclamation shall study and report on the feasibility of adding hydro-power-based electric generation to the Keno Facility, to be managed for the benefit of the On-Project Power Users and the irrigators in the Off-Project Area.

“(D) INFORMATION FOR PARTIES.—Within 60 days of the submittals described in subparagraph (B), the Commissioner of Reclamation, in collaboration with the Management Entity described in section 17.4 of the Restoration Agreement, shall provide to the parties to the Restoration Agreement information, including economic analysis, that may be useful to the parties or Klamath Basin Coordinating Council in developing proposed modifications to the Restoration Agreement or any Appendix thereto that would support or enable the attainment of the delivered power cost target in section 17.1 of the Restoration Agreement.
“(4) INTERIM POWER PROGRAM.—The Secretary is authorized and directed to immediately implement, upon enactment of this Act, the Interim Power Program element as identified and described in section 17.5.1 of the Restoration Agreement; provided, that the Interim Power Program element shall terminate when the Secretary certifies to the House Committee on Resources and the Senate Committee on Energy and Natural Resources the plan and actions identified in subparagraph B of paragraph 3 are fully implemented and successful, and this provision of this Act shall be controlling as to the scope and duration of the Interim Power Program element.

“(c) WATER SUPPLY RELIABILITY.—

“(1) KLAMATH PROJECT DIVERSION AND DELIVERY.—

“(A) FINALITY OF APPROVALS.—The condition in section 15.3.1.A.i. of the Restoration Agreement has not occurred unless the regulatory approvals identified in that section are in effect and final; provided, that this limitation applies to a regulatory approval under section 22.2 only if an application is submitted by the date identified in section 15.3.1.A.i. of the Res-
For the purposes of this subsection, regulatory approvals are not final unless the applicable statute of limitations for contesting all such regulatory approvals has run and any litigation contesting a regulatory approval is fully resolved and the regulatory approval remains in effect. A request for judicial review of regulatory approvals of an application under section 22.2 of the Restoration Agreement shall be filed not later than 90 days after such approvals are issued, and by a person who participated in the administrative proceedings leading to the issuance of the regulatory approvals. The scope of such review shall be limited to the administrative record and the standard of review shall be that prescribed in section 706(2)(A)-(D) of title 5, United States Code.

“(B) INTERIM DELIVERY.—During any period that the conditions in sections 15.3.1.A.ii.-iv. of the Restoration Agreement have occurred and the regulatory approvals identified in section 15.3.1.A.i of the Restoration Agreement are in effect but not final, section 15.1.2.A.-B. and 15.1.2.D.-I. of the Restoration Agreement shall be in effect.
“(2) Klamath Project Regulatory Assurances.—The Secretary and the Secretary of Commerce shall decide whether to issue a permit based on an application under section 22.2.1 of the Restoration Act and section 10(a)(1)(B) of the Endangered Species Act within three years of a complete application being submitted, subject to appropriations.

“(3) Off-Project Regulatory Assurances.—If, as described in the Agreements, non-Federal Parties to the Agreements apply for a permit under section 10(a)(1)(B) of the Endangered Species Act for activities described in the Agreements, the Secretary and the Secretary of Commerce shall decide whether to issue such a permit within three years of a complete application being submitted, subject to appropriations.

“(4) Complete Application.—For purposes of paragraphs (2) and (3) of this subsection, an application for a permit under section 10(a)(1)(B) is complete if the Secretary or the Secretary of Commerce, as applicable, determines that it meets the applicable requirements for a complete application under section 10(a) of the Endangered Species Act.
and regulations promulgated under authority of the
Endangered Species Act.

“(2) I NCLUSION.—Purchases of power by the
Secretary under paragraph (1)(B) shall be consid-
ered an authorized sale under section 5(b)(3) of the
Pacific Northwest Electric Power Planning and Con-
servation Act (16 U.S.C. 839c(b)(3)).”.

SEC. 7. KLAMATH TRIBES TRIBAL RESOURCE FUND.

(a) E STABLISHMENT.—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 de-
posited in the Fund under subsection (b), together with
any interest earned on those amounts, to be managed, in-
vested, 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) T RANSFERS 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) M ANAGEMENT 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 (e), 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 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 management 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

(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 1/2 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, directly 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 requirements 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 paragraph; 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 contract 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 commit-
ments.

(2) **EARLY DISBURSEMENT.**—Based on the
unique history of the loss of reservation land by the
Klamath Tribes through termination of Federal rec-
ognition and acknowledging that restoration of tribal
land is essential to building the tribal economy and
achieving self-determination, the Secretary may dis-
burse funds to the Klamath Tribes prior to the sat-
isfaction 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 opportu-
nities 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 employment opportunities (including any rehabilitation of existing properties to support economic activities), 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 amounts disbursed from the Fund shall be re-
paid to the United States, without interest, in annual installments over a period not to exceed 40 years.

(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.

(1) IN GENERAL.—Notwithstanding any other Federal, State, local, or common law, the current licensee of Commission Project No. 2082 at the time of the passage of this legislation, upon transfer of any project works to any third party for purposes of decommissioning, shall not be liable for any harm to an individual or entity, property, or the environment, or any damages resulting from decommissioning arising from, relating to, or triggered by actions associated with decommissioning, 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 im-
munity, privilege, or defense under any other provi-
sion of law.

(1) KENO FACILITY.—

(A) TRANSFER.—The Secretary shall ac-
cept the transfer of title to the Keno Facility to
the United States.

(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
Project; and
(II) be operated and maintained in accordance with the Federal reclamation laws, the Restoration Agreement and [this Act]; and

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

SEC. 8. 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 Agreements, 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 fisheries 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 Agreements.

(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 Agreements 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 con-
siders to be necessary for the level of funding for each of the Federal agencies to carry out the responsibilities of the agencies under the Agreements.

(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 crosstown report that displays the budget proposed for each of the Federal agencies to carry out the Agreements 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 Agreements; 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 Agreements;

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

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

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

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

(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 the Agreements;

(10)(A) identification of performance measures established for the goals of the Agreements; and

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

SEC. 9. KLAMATH TRIBES LAND RESTORATION AND ECONOMIC DEVELOPMENT.

(a) TRANSFER OF LANDS.—

(1) TRANSFER OF LAND.—Not later than 1 year after the date of enactment of this Act, and subject to valid existing rights, all right, title, and interest of the United States in former reservation land of the Klamath Tribes, described on the map entitled “Restored Lands of the Klamath Tribes”
dated ________, 2015, within the boundaries of the Winema National Forest, are legislatively transferred to the Secretary of the Interior to be—

(A) held in trust by the United States for the benefit of the Klamath Tribes; and

(B) part of the reservation of the Klamath Tribes.

(2) INCLUSIONS.—The land transferred under paragraph (1) shall—

(A) include any improvements or appurtenances located on the land;

(B) remain subject to valid existing rights; and

(C) include any reservations of easements for road rights-of-way determined by the Secretary of Agriculture to be necessary to maintain public access or administrative access to National Forest System land.

(b) TRANSFERRED LAND.—

(1) CONTINUATION OF SPECIAL USE AUTHORIZATIONS.—Upon the transfer of land under this subsection—

(A) any existing special use authorization issued by the Forest Service for use of the transferred land shall terminate; and
(B) as condition of the transfer, the Klamath Tribes and the Secretary of the Interior shall consider allowing the holder of a special use authorization to continue the use, subject to the same terms and conditions that were in the special use authorization issued by the Forest Service, for the remainder of the term of the authorization.

(2) ADMINISTRATION.—Upon the transfer of land under this subsection, the Secretary of the Interior shall administer any valid existing right on the transferred land subject to the same terms and conditions that applied on the date before enactment of this subsection.

(3) NON-PERMISSIBLE USE OF LAND.—Any real property taken into trust under this section shall not be eligible, or used, for any gaming activity carried out under Public Law 100–497 (25 U.S.C. 2701 et seq.).

(4) FOREST MANAGEMENT.—

(A) IN GENERAL.—Any commercial forestry activity that is carried out on the transferred land shall be managed in accordance with all applicable Federal laws.
(B) EXPORT OF LOGS.—Unprocessed logs harvested from the lands transferred under this subsection shall be subject to the same federal statutory restrictions on export to foreign nations that apply to unprocessed logs harvested from Federal land.

(c) ADMINISTRATION.—

(1) SURVEY.—As soon as is practicable after the date on which lands are transferred, the Secretary of the Interior and the Klamath Tribes shall complete a survey of the boundary lines to establish the agreed upon boundaries of the land taken into trust under subsection (b)(1) of this subsection.

(2) MAP AND LEGAL DESCRIPTION.—

(A) IN GENERAL.—As soon as practicable after the date on which lands for transfer are identified, the Secretary shall file the map entitled “Restored Lands of the Klamath Tribes” dated ________, 2015 and legal description of the Federal land with—

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

   (ii) the Committee on Natural Resources of the House of Representatives.
(B) FORCE AND EFFECT.—The map and legal description filed under subparagraph (A) may be corrected by the Secretary for any clerical or typographical errors in the map or legal description.

(C) PUBLIC AVAILABILITY.—The map and legal description filed under subparagraph (A) shall be on file and available for public inspection in the Office of the Secretary.

(3) SAVINGS PROVISION.—Except as expressly provided in this section, nothing in this section affects any right or claim of the Klamath Tribes existing on the date of enactment of this Act to any land or interest in land.

(4) COSTS.—The cost of surveying the new National Forest boundary and any other administrative costs of carrying out the land transfer shall be paid by the Bureau of Indian Affairs.

SEC. 10. ELECTION OF ELIGIBLE NATIONAL FOREST SYSTEM LANDS.

(a) DEFINITIONS.—In this section:

(1) The term “available portions of Fremont-Winema National Forests” means all right, title, and interest of the United States in and to the surface and subsurface estate of National Forest Sys-
tem lands administered as part of Fremont-Winema National Forests in the State of Oregon. The term does not include wilderness areas, wilderness study areas, national recreation areas, National Forest campgrounds and picnic areas, national memorials, and National Forest System lands subject to traditional use by an Indian tribe.

(2) The term “available portions of Klamath National Forest” means all right, title, and interest of the United States in and to the surface and subsurface estate of National Forest System lands administered as part of Klamath National Forest in the State of California. The term does not include wilderness areas, wilderness study areas, national recreation areas, National Forest campgrounds or picnic areas, national memorials, and National Forest System lands subject to traditional use by an Indian tribe.

(3) The term “conveyance-transition period” means the period beginning on the selection date for eligible National Forest System lands and ending no more than one year thereafter.

(4) The term “eligible county” means—
(A) Klamath County, Oregon, with respect
to available portions of Fremont-Winema Na-
tional Forests; and

(B) Siskiyou County, California, with re-
spect to available portions of Klamath National
Forest.

(5) The term “eligible National Forest System
lands” means—

(A) available portions of Fremont-Winema
National Forests, with respect to Klamath
County, Oregon; and

(B) available portions of Klamath National
Forest, with respect to Siskiyou County, Cali-

(6) The term “Federal obligation” means any
obligation or duty of the Forest Service arising out
of any lease, permit, license, contract, and other
legal instrument issued by or with the Secretary re-

tating to available portions of Fremont-Winema Na-
tional Forests or available portions of Klamath Na-
tional Forest. The term does not include any Forest
Service obligation incurred under a Federal law, reg-
ulation, or policy.

(7) The term “patent date” means the last day
of the conveyance-transition period.
(8) The term “Secretary” means the Secretary of Agriculture, acting through the Chief of the Forest Service.

(9) The term “selection date” means the date on which an eligible county notifies the Secretary of the selection of eligible National Forest System lands for acquisition under [section ____2].

(b) Eligible County Selection of Eligible National Forest System Lands for Ownership and Management.—

(1) Selection and Acquisition Authorized.—During the five-year period beginning on the date of the enactment of this Act, an eligible county may select up to 100,000 acres of eligible National Forest System lands and elect to acquire ownership of the lands under the terms and conditions of this [section].

(2) Form of Election.—The selection and election by an eligible county under paragraph (1) shall be executed in a manner, developed by the Secretary and the eligible county, that, at a minimum—

(A) identifies the eligible National Forest System lands to be acquired;

(B) requires acceptance by the eligible county of Federal obligations related to the eli-
gible National Forest System lands to be ac-
quired; and

(C) requires compliance by the eligible
county of the procedures specified in this title
and the transition provisions of this title.

(3) CONVEYANCE REQUIRED.—Upon receipt by
the Secretary of notice of an eligible county’s selec-
tion and election under paragraph (1), executed in
the manner developed pursuant to subsection (b),
the Secretary shall—

(A) commence conveyance of the selected
eligible National Forest System lands to the eli-
gible county; and

(B) complete conveyance of the selected eli-
gible National Forest System lands before the
end of the selection-transition period.

(4) CONVEYANCE PROCEDURE.—The Secretary
shall prepare patents to convey selected eligible Na-
tional Forest System lands to an eligible county.
The duty of the Secretary to prepare and convey
such patents under this title is purely ministerial
and conveyance of the patent on the patent date
shall not be withheld or conditioned by any other
provision of law, except as provided by this title.
(5) PROTECTION OF VALID EXISTING RIGHTS.—
All conveyances under this subsection shall be subject to valid existing rights and Federal obligations.

(6) OTHER USES.—Beginning on the selection date and concurrent with the conveyance of eligible National Forest System lands under this title, the Secretary shall transfer existing special use permits related to the conveyed National Forest System lands to the eligible county.

(c) TRANSITION PROVISIONS DURING THE CONVEYANCE-TRANSITION PERIOD.—

(1) EXISTING OBLIGATIONS OF THE UNITED STATES.—The United States shall remain obligated for all Federal obligations incurred prior to the patent date for the conveyance of selected eligible National Forest System lands.

(2) EMPLOYEES.—During the conveyance-transition period, to the extent practicable, an eligible county shall interview each employee of the Forest Service whose employment is rendered obsolete as a result of the conveyance of eligible National Forest System lands under this title for purposes of reemployment by the eligible county in a comparable employment position regarding the eligible National Forest System lands acquired by the eligible county.
Employees who do not secure employment with the State shall have the option of placement in an equivalent position available within the Federal Government.

(3) **MANAGEMENT PENDING CONVEYANCE.**—During the conveyance-transition period and until the patent date, except as provided otherwise under this title, eligible National Forest System lands not yet patented to the eligible county under this title shall be administered and managed under the applicable Federal land and resources management plan.

(4) **TRANSFER OF CERTAIN RECEIPTS.**—Receipts from all rentals or sales occurring on selected eligible National Forest System lands during the conveyance-transition period shall be kept in escrow and transferred to the eligible county on the patent date of such lands.

(d) **TRANSITION PROVISIONS OUTSIDE OF THE CONVEYANCE-TRANSITION PERIOD.**—

(1) **LAND DESIGNATIONS.**—Land use designations in effect on the date of the enactment of this Act for eligible National Forest System lands conveyed to an eligible county under this title under the applicable Federal land and resources management
plan shall continue in effect until changed by the eligible county.

(2) ACCESS.—

(A) EASEMENTS.—In accordance with the forest transportation plan applicable to eligible National Forest System lands and any applicable State transportation plan, the Secretary shall provide access in the form of easements across lands owned by the United States to and from eligible National Forest System lands conveyed to the eligible county. The duty of the Secretary to deliver patents for such easements shall be purely ministerial and shall not be withheld or conditioned by any other provision of law.

(B) COUNTY DUTY.—Following the patent date for eligible National Forest System lands, the eligible county shall be responsible for the issuance of easements to the United States for reasonable access across acquired eligible National Forest System lands in the manner provided in subparagraph (A).

(3) MINING CLAIMS.—

(A) IN GENERAL.—Federal mining claims located pursuant to the General Mining Law of
1872 (30 U.S.C. 22 et seq.) on eligible National Forest System lands before the selection date shall remain subject to the laws, rules, regulations, and policies of the United States, but such laws, rules, regulations, and policies shall be administered by the eligible county. The right and ability of a claim holder to patent such a mining claim and enjoy reasonable access to the claim shall not be infringed. An application to patent a Federal mining claim located on eligible National Forest System lands may be made by the claim holder with the eligible county and shall constitute an election by the claim holder to be subject to Federal mining claim patent procedures administered by the eligible county.

(B) ESCROW AND SUBSEQUENT TRANSFER.—During the conveyance-transition period, the Federal Government shall escrow all fees and revenues, if any, due on Federal mining claims on eligible National Forest System lands and on the patent date of the lands transfer those receipts to the eligible county.

(4) EXISTING OBLIGATIONS AFTER PATENT DATE.—On the patent date for eligible National
Forest System lands, the eligible county shall assume all Federal obligations and duties and receive all rights of the Forest Service, except that the eligible county shall assume no obligation for any claim for damages or specific performance relating to a contract or permit, if such claim arose before the patent date, unless the eligible county receives the benefit from such an obligation.

(e) **Miscellaneous Duties of the Parties and Other Provisions Relating to the Transfer.**—

(1) **Hazardous Materials.**—As promptly as practicable after the date of the enactment of this Act, the Secretary shall make available to the eligible county for review and inspection, all pertinent records relating to hazardous materials, if any, on eligible National Forest System lands available for selection under this title. The responsibility for costs of remedial action related to such materials shall be borne by those entities responsible under existing law. If no party responsible for the hazardous materials can be determined, remediation responsibility and all costs shall remain with the Secretary and remediation as agreed to by the eligible county shall be initiated as soon as practical after the patent date.
(2) JUDICIAL REVIEW.—Selection of land pursuant to this title shall not be subject to judicial review in any court of the United States, except—

(A) to the extent a right of judicial review is conferred specifically by the United States Constitution;

(B) otherwise conferred by this title; or

(C) when sought by the eligible county on matters pertaining to rights conferred by this Act.

(3) RULEMAKING.—No formal rules under section 553 of title 5, United States Code, are required to implement this [section].

(4) SURVEY.—The patent for and use of eligible National Forest System lands shall not be subject to completion of a field survey and may be issued based on a protraction survey. However, the Secretary shall complete a field survey following patent.

(5) ENCUMBRANCES.—For purposes of an orderly transfer of eligible National Forest System lands to county ownership and management, the Secretary shall provide a list of encumbrances and uses of record and otherwise known on the selected lands to the eligible county during the conveyance.
transition period. The lands selected under [this Act] shall be subject to all existing encumbrances.