

**FIRST AMENDMENT TO
THE KLAMATH BASIN RESTORATION AGREEMENT
FOR THE SUSTAINABILITY OF PUBLIC AND TRUST RESOURCES
AND AFFECTED COMMUNITIES**

RECITALS

1. Effective February 18, 2010, Non-Federal Parties entered into the Klamath Basin Restoration Agreement for the Sustainability of Public and Trust Resources and Affected Communities (Agreement).
2. The Parties have identified and agreed to certain amendments to the Agreement and related terms that are consistent with the goals of the Agreement and intent of the Parties, embodied in this “First Amendment to Klamath Basin Restoration Agreement for the Sustainability of Public and Trust Resources and Affected Communities” (First Amendment).

TERMS

A. The Agreement is amended as follows; the words shown in deleted captions in the right margin are stricken, words that are underlined are inserted where shown:

1. The third sentence of Section 1.1.2 is amended as follows:

Upon enactment of Authorizing Legislation that directs the Secretaries to sign this Agreement and the signing of this Agreement by the Secretaries the following agencies of the United States (“Federal Agency Parties”) shall become Parties to this Agreement:

Deleted: authorizes and

Deleted: the federal agencies to become parties to this Agreement

2. Section 1.6 is amended as follows:

Except as otherwise expressly provided, the term of the Agreement as to Contractual Obligations shall be 50 years from the date the Federal Agency Parties become Parties to this Agreement pursuant to Section 1.1.2,

Deleted: Effective Date

3. In Section 1.7, the definition of “Klamath Project Water Users or KPWU” is amended as follows:

Klamath Project Water Users or KPWU shall mean: those of the following contractors associated with the Klamath Reclamation Project who are Parties: ... [The rest of the definition is not changed].

Deleted: of the

4. In Section 1.7, the definition of “Klamath Project Water Entities” is amended as follows:

Klamath Project Water Entities shall mean: those of the following entities who are Parties; ... [The rest of the definition is not changed].

Deleted: Klamath Project Water Users who will file a validation or confirmation action pursuant to Section 15.3.1B

5. In section 1.7, the definition of “On-Project Plan Area” is amended as follows:

On-Project Plan Area, or **OPPA**, shall mean: the areas that rely in whole or part on water diverted from the Settlement Points of Diversion identified in Appendix E-1, exclusive of all of LKNWR other than Area K lands. The Parties confirm that Langell Valley Irrigation District and Horsefly Irrigation District are not within the OPPA as so defined.

6. In section 1.7, the definition of “Secretaries” is amended as follows:

Secretaries shall mean: the Secretary of the Interior or designee, the Secretary of Commerce or designee, and the Secretary of Agriculture or designee.

Deleted: ies

7. The first sentence of Section 4.1.2.B is amended as follows:

Subject to Section 4.1.2.C., the KBCC shall amend estimated funding in Appendix C-2 or any successor as appropriate if any event occurs that materially affects the cost, feasibility, or benefits of performance of an obligation under this Agreement, including adaptive management pursuant to Section 5.4.1.

Deleted: The KBAC or KBCC, as applicable,

8. Amend Section 4.1.2 by adding a new Section 4.1.2.C as follows:

C. Limitation

Notwithstanding any provision of Section 4.1.2.B to the contrary, the KBCC shall not: i) amend Appendix C-2 in a manner that diminishes the funds for the programs described in Sections 15.3.5.C.iii and iv, Sections 15.3.6.B.iii.c and d, or Sections 15.3.7.B.iii.c and d without the consent of the authorized representative of the affected Tribe and the Secretary; ii) amend Appendix C-2 in a manner that diminishes the funds identified under line items 66 or 90 without the consent of KWAPA and KWUA; iii) amend Appendix C-2 in a manner that diminishes the funds identified under line item 70, 71, or 83 without the consent of UKWUA; or iv) amend Appendix C-2 in a manner that diminishes the funds identified under line items 72-75 or 91 without the consent of KWAPA, KWUA, and UKWUA. For purposes of this Section 4.1.2.C, Appendix C-2 means the

version of Appendix C-2 adopted by the KBCC on June 17, 2011, or any successor that is adopted by the KBCC consistent with Section 4.1.2.B and this Section 4.1.2.C.

9. Section 7.2.1.F is amended as follows:

In response to an event in Section 7.2.1.A through E above, the Parties shall: (i) develop an appropriate amendment through the KBCC, KBAC, or otherwise; or (ii) follow the Dispute Resolution Procedures in Section 6 if the KBCC or KBAC has not Timely commenced to develop such an amendment. Pursuant to (ii), any Party who objects that such an event impairs its bargained-for benefits under this Agreement shall make Best Efforts to provide Dispute Initiation Notice within 60 days of such event; provided that a Party's rights under this Agreement or otherwise are not modified or waived in any manner if it does not Timely provide such Notice.

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10. Section 7.6 is amended as follows:

7.6. Termination

7.6.1. Termination

This Agreement shall be terminable before the date provided in Section 1.6 if either of the following events occur and a cure for that event is not achieved pursuant to Section 7.6.2:

Deleted: terminate

- A. By December 31, 2014, federal Authorizing Legislation has not been enacted; or
- B. At any time, the Parties agree by Consensus to terminate the Agreement.

Deleted: 2012

7.6.2. Cure for Potential Termination Event

If the event described in Section 7.6.1.A has occurred, and a Party believes that the bargained for benefits are no longer achievable and therefore, this Agreement should be terminated, the Party shall provide a Dispute Initiation Notice under Section 6.5.1 within 60 days following the date in Section 7.6.1.A. If the Dispute Initiation Notice is given within 60 days, the Parties shall use the Dispute Resolution Procedures specified in Section 6.5 to determine whether to adopt a mutually agreeable amendment to the Agreement, including an amendment to the applicable deadline in Section 7.6.1.A. Such amendment shall require Consensus of the Parties, by the end of the calendar year in which the Dispute Initiation Notice was given. If, by that date, the procedures have not resulted in amendment of the Agreement and federal Authorizing Legislation still has not

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Deleted: deem the event to conform to this Agreement, or

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been enacted and the Party who provided the Dispute Initiation Notice has not given Notice of withdrawal of such Dispute Initiation Notice, the Agreement shall terminate. If a Dispute Initiation Notice under the first sentence of this Section 7.6.2 is not given within 60 days following the date in Section 7.6.1.A and the Agreement has not terminated under this Section, then the date in Section 7.6.1.A shall be extended by one year without further action by the Parties, including for purposes of the procedures of this Section 7.6.2.

11. The references to funding in the following sections are amended as follows:

Section 5.3 Funding of Coordination and Oversight

The Non-Federal Parties shall support authorizations and appropriations of funding as estimated in Appendix C-2 to fund the coordination and oversight structure.

Section 9.3 Fisheries Program Funding

The Non-Federal Parties shall support authorization and appropriation of funds as estimated in Appendix C-2 to implement the Fisheries Program.

Section 14.3. Water Resources Program Funding

The Non-Federal Parties shall support authorization and appropriation of funds as estimated in Appendix C-2 to implement the Water Resources Program.

Section 21.5. Regulatory Assurances Funding

The Non-Federal Parties shall support authorizations and appropriations of funds as estimated in Appendix C-2 to implement the Regulatory Assurances Program.

Section 26.4. Counties Program Funding

The Non-Federal and non-State Parties shall support state authorizations and appropriations of funding in the amounts estimated in Table 2: Non-Federal Funding to Implement the Non-Federally Funded Activities in the Klamath Agreements in Appendix C-2 to implement the Counties Program.

Section 31.3. Tribal Program Funding

The Non-Federal Parties shall support authorizations and appropriations, in addition to existing funds, as estimated in Appendix C-2 to implement the Tribal Program.

Section 32.2. Term of Funding

The Non-Federal Parties shall support authorization and appropriation of funds, as estimated in Appendix C-2.

Deleted: , in the amount of \$3.3 million

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12. A new sentence is added to Section 15.1.2.E as follows:

Section 15.1.2.E. Refuge Allocation

The Refuge Allocation shall be comprised of water for the following: LKNWR wetlands; LKNWR cooperative farming lands; refilling of TLNWR sumps after intentional draining by the Refuges (as identified in Section 15.1.2.E.iii.b); Refuge-approved walking wetlands (as identified in Section 15.1.2.E.iii.a); conveyance losses, if any, resulting from bypassing water at Anderson-Rose Dam solely for LKNWR wetlands, (as identified in Section 15.1.2.E.iii.c); and conveyance losses for any delivery to LKNWR via North Canal (as identified in Section 15.1.2.E.iii.d). The Refuge Allocation shall: be provided through water diverted under the DIVERSION, identified in Appendix E-1, or from other sources used in the Klamath Reclamation Project in the OPPA and delivered through Klamath Reclamation Project facilities, and shall be based on two periods: November through February (winter period Refuge Allocation) and March through October (summer period Refuge Allocation). Notwithstanding any other terms of this Agreement, no call will be made for water from Clear Lake or Gerber Reservoir or the Lost River above Harpold Dam for delivery to meet the Refuge Allocation in this Agreement. This limitation with respect to the Refuge Allocation under this Agreement is subject to the first two sentences of Section 2.2.11 and any rights or privileges attendant to any water rights that may be determined.

13. Section 15.1.2.F. is amended as follows:

i. Summer Period Shortage

The amount of the Refuge Allocation is a function of the predicted availability of water from Upper Klamath Lake and the Klamath River. Thus, in any year that the applicable DIVERSION quantity from Upper Klamath Lake and the Klamath River, for the summer period (March 1 through October 31) identified in Appendix E-1 is greater than the quantity of water from Upper Klamath Lake and the Klamath River, available for diversion at the Settlement Points of Diversion for the Klamath Reclamation Project, the difference between the applicable DIVERSION quantity and the amount available for diversion at the Settlement Points of Diversion by the Klamath Reclamation Project (the deficit) shall be addressed as follows: [The rest of 15.1.2.F. is not changed]

ii. Winter Period Shortage

In any year that the applicable DIVERSION quantity for the winter period (November through February), identified in Appendix E-1, is not available for diversion by the Klamath Reclamation Project, shortage will be shared based on a plan to share shortages agreed upon by the Refuge Manager and KPWU. The plan will be completed within one

Deleted: In any year that the applicable DIVERSION quantity

Deleted: not

year of the date the Federal Agency Parties become Parties to this Agreement pursuant to Section 1.1.2

Deleted: Effective Date

14. Section 15.1.2.G.v is amended as follows:

Not later than one year before the deadline for completion of development of the On-Project Plan under Section 15.2.2.B.i, the Refuge Manager, Reclamation, TID, and KDD will agree to the general parameters of delivery of the Refuge Allocation.

Deleted: after the Effective Date

15. The second sentence of Section 15.1.2.H.ii is amended as follows:

The Refuge Manager and KPWU shall, within one year of the date the Federal Agency Parties become Parties to this Agreement pursuant to Section 1.1.2, develop an agreed-upon system to determine whether water was passed through the LKNWR lands outside of Area K lease lands.

Deleted: agencies

Deleted: Effective Date

16. Add a new Section 15.1.3

15.1.3 No Effect on OWRD Authority

Notwithstanding any terms of this Section 15.1, nothing in Section 15.1 or this Agreement affects OWRD's authority, discretion, or obligations to determine and administer water rights, and nothing in Section 15.1 or this Agreement creates any exception to the first two sentences of Section 14.2.

17. The first sentence of Section 15.2.2.B.i is amended as follows:

Not later than July 31, 2013, KWAPA shall complete the development of the On-Project Plan consistent with Section 15.1.2.D.i.

Deleted: 18 months after distribution to KWAPA of the On-Project Plan development funds estimated in Appendix C-2 (first entry in item 66)

18. Section 15.3.1 is amended by adding, immediately after Section 15.3.1.E, new Sections 15.3.1.F and 15.3.1.G, as follows:

F. Limitation

Section 15.3.1.A.ii and Section 15.3.1.B only apply to a Klamath Project Water Entity with respect to this Agreement as this Agreement existed on the date the Klamath Project Water Entity became a Party.

G. Modification

In the event any provision of Section 15.1.2 is modified or refined after the Effective Date, including due to completion of specific items reserved in

Section 15.1.2 to future resolution, such terms will be reflected appropriately in Attachment B of Appendix E-1 as ultimately filed.

19. Section 15.3.5 is amended as follows:

15.3.5 Relinquishment and Release of Claims Against the United States by the Klamath Tribes

[No changes in subsections A and B]

C. Events that Must Occur Before the Klamath Tribes Relinquish and Release Claims

The Klamath Tribes' relinquishment and release of claims set forth in Section 15.3.5.A shall not be in force or effect until the date on which the Secretary publishes a statement of findings in the Federal Register that certain conditions precedent that benefit the Klamath Tribes have been fulfilled. The Klamath Tribes' relinquishment and release shall be effective from the date of publication of this notice. Reference in Section 15.3.5 to Appendix C-2 means the version of Appendix C-2 adopted by the Klamath Basin Coordinating Council on June 17, 2011, or such other version of Appendix C-2 approved by the KBCC, and the authorized representatives of the Secretary, and the Klamath Tribes consistent with Section 4.1.2.C. These conditions precedent are as follows:

- i. Authorizing Legislation, which authorizes the relinquishments and releases above, and includes authorization for the United States and the Klamath Tribes to irrevocably make the Assurances stated in Section 15.3 and authorizes the United States to participate in the OPWAS process under Section 16.2.1, has been enacted into law;
- ii. The Secretary has published the notice provided for in Section 15.3.4.A concluding that the beneficial events enumerated there for the Klamath Tribes have been accomplished;
- iii. The total amount of funding identified for the elements of Appendix C-2 associated with the planning and implementation of Phase I and Phase II of the Fisheries Restoration Plan, Phase I of the Fisheries Reintroduction Plan, the Fisheries Monitoring Plan, the Water Use Retirement Program, the Interim Flow and Lake-level Program, and the Regulatory Assurances Programs, as specified in Sections 10, 11.3.1, 12, 16.2, 20.4, and 22.2 has been authorized and appropriated, provided that, of these total funding amounts, the following amounts have been appropriated and transferred to the Klamath Tribes to perform the relevant actions: (1) fifty percent of the funds identified to perform restoration actions in Appendix C-2 line items 3-5 (Williamson, Sprague, and Wood river aquatic habitat restoration) and monitoring actions in line items 51 (UKL analysis of long-term data sets), 52 (UKL listed suckers), 54 (tributaries

geomorphology/riparian vegetation), 55 (tributaries physical habitat), 56 (tributaries listed suckers), and 59 (remote sensing acquisition and analysis), and (2) the funds identified to perform monitoring actions in line items 48 (UKL nutrients/algae/zooplankton), 50 (UKL external loading), and 53 (tributaries water quality/nutrients/temperature);

iv. The total amount of funding identified for the elements of Appendix C-2 associated with Sections 32 and 33 has been authorized and appropriated, and funding has been Timely provided to the Klamath Tribes consistent with Section 33.2.1 to allow the Tribes to acquire the Mazama Forest;

v. Facilities Removal as defined by the Hydroelectric Settlement has occurred; and

vi. The petition described in Section 34 has been granted or rendered unnecessary to achieve the purpose of Section 34, or the equivalent benefits contemplated in Section 34.2 are in place and effective.

The Secretary's notice published under this section that the events in (i) through (vi) above have taken place is deemed a final agency action reviewable under 5 U.S.C. section 701.

D. Federal Authorizing Legislation and Subsections 15.3.5.C.iii & iv.

Notwithstanding the notice deadline in Section 3.2.4.B.vi, if the Klamath Tribes believe that the federal Authorizing Legislation is not materially consistent with Subsections 15.3.5.C.iii & iv and their related elements in Appendix C-2, then within 180 days after enactment of federal Authorizing Legislation, the Klamath Tribes shall initiate a renegotiation with the Secretary of the term of the relinquishment and release of claims set forth in Section 15.3.5.A. If the Klamath Tribes initiate such renegotiation, Section 15.3.5.E shall no longer apply until an agreement between the Secretary and the Klamath Tribes to amend Section 15.3.5.A is reached and takes effect. "Material consistency", as related to this subsection, means that the legislation does not substantially diverge from the bargained-for benefits of this Agreement, as proposed to be implemented through Sections 15.3.5.C.iii & iv and their related elements in Appendix C-2. The purpose of the renegotiation in this circumstance shall be to develop a mutually agreeable amendment to Section 15.3.5., to maintain the bargained-for benefits of that Section. The meaning of "materially consistent" in this subsection shall not control the application of the term "materially inconsistent" in Section 8.11.2.A. of the Hydroelectric Settlement. The Klamath Tribes or the Secretary may file a Dispute Initiation Notice under Section 6.5 if sufficient progress is not Timely made in the renegotiation. The amendment to Section 15.3.5 shall not have the effect of modifying or affecting the Contractual Obligations of the United States, Federal Agency Parties, or the Klamath Tribes to any other Party, or otherwise affect the interests of any other Party, without the written consent of such other Party. If such amendment meets these conditions and is mutually agreeable to the

Klamath Tribes and the Secretary, it shall take effect as an amendment to this Agreement without action by other Parties pursuant to Section 7.2.1 (first sentence).

15.3.5.E Tolling of Claims

[No changes except subsection number.]

20. Sections 15.3.6.B.iii, iv, and v are is amended as follows:

iii. **Events that Must Occur Before the Yurok Tribe Relinquishes and Releases Claims**

The Yurok Tribe's relinquishment and release of claims set forth in (i) above shall not be in force or effect until the date on which the Secretary publishes a statement of findings in the Federal Register that certain conditions precedent that benefit the Tribe have been fulfilled. The Tribe's relinquishment and release shall be effective from the date of publication of this notice. Reference in Section 15.3.6 to Appendix C-2 means the version of Appendix C-2 adopted by the Klamath Basin Coordinating Council on June 17, 2011, or such other version of Appendix C-2 approved by the KBCC, and the KBCC representatives of the Secretary, and the Yurok Tribe consistent with Section 4.1.2.B.

These conditions precedent are as follows:

- a. Authorizing Legislation, which authorizes the relinquishments and releases above, and includes authorization for the United States and the Tribe to irrevocably make the Assurances stated in Section 15.3 has been enacted into law;
- b. The Secretary has published the notice provided for in Section 15.3.4.A concluding that the beneficial events enumerated there for the Tribe have been accomplished;
- c. The total amount of funding identified for the elements of Appendix C-2 associated with the planning and implementation of Phase I and Phase II of the Fisheries Restoration Plan, Phase I of the Fisheries Reintroduction Plan, the Fisheries Monitoring Plan, the Water Use Retirement Program, the Interim Flow and Lake-level Program, and the Regulatory Assurances Programs, as specified in Sections 10, 11.3.1, 12, 16.2, 20.4, and 22.2 has been authorized and appropriated.
- d. The total amount of funding identified for the elements of Appendix C-2 associated with those provisions of Sections 31 through 33 pertinent to the Yurok Tribe has been authorized and appropriated; and
- e. Facilities Removal as defined by the Klamath Hydroelectric Settlement Agreement has occurred.

The Secretary's notice published under this section that the events in (a) through (e) above have taken place is deemed a final agency action reviewable under 5 U.S.C. section 701.

iv Federal Authorizing Legislation and Sections 15.3.6.B.iii.c and d

Notwithstanding the notice deadline in Section 3.2.4.B.vi, if the Yurok Tribe believes that the federal Authorizing Legislation is not materially consistent with Sections 15.3.6.B.iii.c and d and their related elements in Appendix C-2, then within 180 days after enactment of federal Authorizing Legislation, the Yurok Tribe shall initiate a renegotiation with the Secretary of the terms of the relinquishment and release of claims set forth in Section 15.3.6.B.i.. If the Yurok Tribe initiates such renegotiation, Section 15.3.6.B.v shall no longer apply until an agreement between the Secretary and the Yurok Tribe to amend Section 15.3.6.B.i is reached and takes effect. "Material consistency," as related to this subsection, means that the legislation does not substantially diverge from the bargained-for benefits of this Agreement, as proposed to be implemented through Sections 15.3.6.B.iii.c and d and their related elements in Appendix C-2. The purpose of the renegotiation in this circumstance shall be to develop a mutually agreeable amendment to Section 15.3.6, to maintain the bargained-for benefits of that Section. The meaning of "materially consistent" in this subsection shall not control the application of the term "materially inconsistent" in Section 8.11.2.A. of the Hydroelectric Settlement. The Yurok Tribe or the Secretary may file a Dispute Initiation Notice under Section 6.5 if sufficient progress is not Timely made in the renegotiation. The amendment to Section 15.3.6 shall not have the effect of modifying or affecting the Contractual Obligations of the United States, Federal Agency Parties, or the Yurok Tribe to any other Party, or otherwise affect the interests of any other Party, without the written consent of such other Party. If such amendment meets these conditions and is mutually agreeable to the Yurok Tribe and the Secretary, it shall take effect as an amendment to this Agreement without action by other Parties pursuant to Section 7.2.1 (first sentence).

v. Tolling of Claims

[No change except subsection number]

21. Sections 15.3.7.B.iii, iv, and v are amended as follows:

iii. Events that Must Occur Before the Karuk Tribe Relinquishes and Releases Claims

The Karuk Tribe's relinquishment and release of claims set forth in (i) above shall not be in force or effect until the date on which the Secretary publishes a statement of findings in the Federal Register that certain conditions precedent that benefit the Tribe have been fulfilled. The Tribe's relinquishment and release shall be effective from the date of publication of this notice. Reference in Section 15.3.7 to Appendix C-2 means the version of Appendix C-2 adopted by the Klamath Basin Coordinating Council on June

17, 2011, or such other version of Appendix C-2 approved by the KBCC, and the KBCC representatives of the Secretary, and the Karuk Tribe consistent with Section 4.1.2.B.

These conditions precedent are as follows:

- a. Authorizing Legislation, which authorizes the relinquishments and releases above, and includes authorization for the United States and the Tribe to irrevocably make the Assurances stated in Section 15.3 has been enacted into law;
- b. The Secretary has published the notice provided for in Section 15.3.4.A concluding that the beneficial events enumerated there for the Tribe have been accomplished;
- c. The total amount of funding identified for the elements of Appendix C-2 associated with the planning and implementation of Phase I and Phase II of the Fisheries Restoration Plan, Phase I of the Fisheries Reintroduction Plan, the Fisheries Monitoring Plan, the Water Use Retirement Program, the Interim Flow and Lake-level Program, and the Regulatory Assurances Programs, as specified in Sections 10, 11.3.1, 12, 16.2, 20.4, and 22.2 has been authorized and appropriated.
- d. The total amount of funding identified for the elements of Appendix C-2 associated with those provisions of Sections 31 through 33 pertinent to the Karuk Tribe has been authorized and appropriated; and
- e. Facilities Removal as defined by the Klamath Hydroelectric Settlement Agreement has occurred.

The Secretary's notice published under this section that the events in (a) through (e) above have taken place is deemed a final agency action reviewable under 5 U.S.C. section 701.

iv. Federal Authorizing Legislation and Sections 15.3.7.B.iii.c and d

Notwithstanding the notice deadline in Section 3.2.4.B.vi, if the Karuk Tribe believes that the federal Authorizing Legislation is not materially consistent with Sections 15.3.7.B.iii.c and d and their related elements in Appendix C-2, then within 180 days after enactment of federal Authorizing Legislation, the Karuk Tribe shall initiate a renegotiation with the Secretary of the term of the relinquishment and release of claims set forth in Section 15.3.7.B.i.. If the Karuk Tribe initiates such renegotiation, Section 15.3.7.B.v shall no longer apply until an agreement between the Secretary and the Klamath Tribes to amend Section 15.3.7.B.i is reached and takes effect. "Material consistency," as related to this subsection, means that the legislation does not substantially diverge from the bargained-for benefits of this Agreement, as proposed to be implemented through Sections 15.3.7.B.iii.c and d and their related elements in Appendix C-2. The purpose of the renegotiation in this circumstance shall be to develop a mutually agreeable amendment to Section 15.3.7, to maintain the bargained-for benefits of that Section. The meaning of "materially consistent" in this subsection shall not control the application of the term "materially inconsistent" in Section 8.11.2.A. of the

Hydroelectric Settlement. The Karuk Tribe or the Secretary may file a Dispute Initiation Notice under Section 6.5 if sufficient progress is not Timely made in the renegotiation. The amendment to Section 15.3.7 shall not have the effect of modifying or affecting the Contractual Obligations of the United States, Federal Agency Parties, or the Karuk Tribe to any other Party, or otherwise affect the interests of any other Party, without the written consent of such other Party. If such amendment meets these conditions and is mutually agreeable to the Karuk Tribe and the Secretary, it shall take effect as an amendment to this Agreement without action by other Parties pursuant to Section 7.2.1 (first sentence).

v. Tolling of Claims

[No change except subsection number]

22. Amend Section 16.2.1.D as follows:

D. Schedule for Negotiations

Upon the Effective Date, and for a period before the OWRD Adjudicator issues a final order in any of the Klamath Tribes' cases in the Klamath Basin Adjudication, without prior approval of the KBCC (negotiations period), the OPWAS Parties will undertake settlement negotiations to develop a proposed OPWAS. Any Off-Project Irrigator may, during the negotiations period, submit a written proposal of settlement to the Klamath Tribes, who will consider such written proposal.

Deleted: and for a period not to exceed 24 months

23. Section 17.3 is amended as follows:

Eligibility for the benefits of the Power for Water Management Program shall be as provided in this Section. Applicable eligibility criteria described in this Section will be applied for the Power User at each meter. Consistent with Section 1.7, the date of installation of a meter is not relevant to eligibility, and eligibility may exist with respect to pumps or meters installed before or after the Effective Date. Power Users can be eligible whether or not they own land. Where under Section 17.3.2 the eligibility for a Power User depends on activity on land, the eligibility will relate to each meter that records power usage serving specific land.

Deleted: follows

24. Section 17.3.2 is amended as follows:

Subject to any limitations that may exist under Applicable Law for any user or class of users based on geography or other factors, Off-Project Power Users shall be eligible to receive the benefits of the Power for Water Management Program subject to the following. If the Off-Project Power User is not the owner of the land, the Off-Project Power User's eligibility under Sections 17.3.2.C and 17.3.2.D will be based on whether the owner or the Off-Project Power User meets the criteria in Sections 17.3.2.C or 17.3.2.D as applicable.

25. Section 17.3.3 is amended as follows:

Subject to the availability of such information, KWAPA and UKWUA shall provide necessary notifications and other information to PacifiCorp, Bonneville Power Administration, Reclamation, and other parties as necessary with respect to those Power Users who are eligible for benefits of the Power for Water Management Program and its elements, consistent with the eligibility criteria in this section. KWAPA and UKWUA shall be entitled to rely upon the representations of the Power User or a landowner.

26. Section 19.2.3 is amended as follows:

19.2.3.A: The Lead Entity shall develop a draft Drought Plan. It shall provide an opportunity for the Parties to comment on that draft Plan. The draft Plan may include alternatives. The Lead Entity shall also consult with the funding entity during the review by the Parties.

Deleted: by September 30, 2010

19.2.3.B: The Lead Entity shall consider comments from Parties, the Fund Administration Entity, the Department of the Interior, other funding entities, and other entities as appropriate in the course of finalizing the Drought Plan. The members of the Lead Entity shall act by consensus to adopt a Plan. If consensus exists, the Lead Entity shall adopt a Drought Plan and provide Notice.

Deleted: by November 30, 2010

19.2.3.D: The Lead Entity shall submit the adopted Drought Plan to the Department of the Interior: (i) within 30 days of its Notice of adoption, if it does not receive a Dispute Initiation Notice; or (ii) within 120 days following the completion of the Dispute Resolution Procedures if consensus among its members exists.

Deleted: Fund Administration Entity

Deleted: , and not later than January 7, 2011,

Deleted: by March 31, 2011

19.2.3.E: Following receipt of a Drought Plan submittal pursuant to paragraph D, the Department of the Interior shall: (1) ensure completion of any environmental compliance procedures under Applicable Law, (2) review the plan to determine that it includes the elements required by Section 19.2.2, and (3) make a decision on funding Plan implementation, within one year of receipt of the Plan.

Deleted: Fund Administration Entity

Deleted: , by March 31, 2012

19.2.3.F: A Drought Panel shall be convened within 30 days of the deadlines in 19.2.3.D, if the Lead Entity adopts a Drought Plan but does not submit the adopted Plan to the Department of the Interior pursuant to the procedures described in paragraphs (C) and (D.ii) above. The Drought Panel shall be composed of: a representative of the Secretary of the California Natural Resources Agency, a representative of the Natural Resources Director to the governor of Oregon, and a representative of the Secretary. It shall consult with the Fund Administration Entity and the Department of the Interior in the course of preparing the Drought Plan. The Drought Panel shall seek consensus to adopt a Drought Plan. If consensus is not achieved, it will adopt the Plan by majority vote.

Deleted: (i) by December 31, 2010, if the Lead Entity has not adopted a Drought Plan by November 30, 2010 pursuant to the procedures in paragraph (B); or (ii) by April 30, 2011

Deleted: by November 30, 2010,

Deleted: Fund Administration Entity

Deleted: by March 31, 2011

19.2.3.G: If convened pursuant to paragraph (F), the Drought Panel shall adopt the Drought Plan, provide Notice to the Parties, and submit the Plan to the funding entity, within 90 days of the latest deadline in paragraph (F). This Drought Plan (or any predicate decision of the Drought Panel) shall not be subject to the Dispute Resolution Procedures of Section 6.5.

Deleted: by July 31, 2011

19.2.3.H: Following receipt of a Drought Plan submittal pursuant to paragraph (G), the Department of the Interior shall: (1) ensure completion of any environmental compliance procedures under Applicable Law, (2) review the plan to determine that it includes the elements required by Section 19.2.2, and (3) make a decision on funding Plan implementation within one year of receipt of the Plan.

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19.2.3.I: If the Department of the Interior does not approve funding of a Drought Plan adopted by the Lead Entity pursuant to paragraph (D), the Lead Entity shall develop a revised Drought Plan within 90 days of a notification by the Department of the Interior that it does not approve funding. Any Dispute Resolution shall be completed within 60 days. If the Lead Entity does not submit the revised Drought Plan to the Department of the Interior within 180 days of a notification by the Department of the Interior that it does not approve funding, because consensus among its members does not exist to adopt the revised Drought Plan or submit it, the Drought Panel shall be convened. It shall prepare and adopt a revised Drought Plan and submit it to the Department of the Interior within 90 days.

Deleted: Fund Administration Entity

Deleted: by June 30, 2012

Deleted: by August 30, 2012

Deleted: Fund Administration Entity

Deleted: by September 30, 2012

Deleted: Fund Administration Entity

Deleted: by December 31, 2012

19.2.3.J: If the Department of the Interior does not approve funding on the Drought Plan submitted by the Drought Panel pursuant to paragraph G, the Drought Panel shall prepare and adopt a revised Drought Plan and submit it to the funding entity within 90 days of receiving a notification by the Department of the Interior that it does not approve funding.

Deleted: Fund Administration Entity

Deleted: by October 31, 2012

19.2.3.K: The Department of the Interior shall make a decision on the revised Drought Plan adopted under paragraphs (H) or (I), within 180 days of receiving the revised Drought Plan.

Deleted: Fund Administration Entity

Deleted: by April 30, 2013

19.2.3.L: Approval of the Drought Plan submittal by the Department of the Interior, including regulatory review, shall be the final action in this process established by this Section 19.2.3. The Drought Plan shall be effective upon such approval.

Deleted: Fund Administration Entity

27. Amend Section 19.3 as follows:

19.3 Emergency

Reclamation will continue to address emergencies that affect Klamath Reclamation Project facilities under existing authorities. For the purposes of this Section, emergency means a major failure of Klamath Reclamation Project facilities or dikes on Upper

Klamath Lake or Lake Ewauna that affects the storage and delivery of water necessary to meet the commitments of this Agreement.

The Non-Federal Parties shall support funding to address emergencies if they occur.

Delete the rest of the existing Section 19.3.

28. Section 19.4.3 is amended as follows:

Within two years of the Effective Date, Lead Parties shall initiate the assessment process. The assessment will be ongoing and will be intended to provide Klamath Basin stakeholders and resources managers with qualitative and quantitative information on climate change impacts. The Lead Parties may rely upon and use or adopt as their assessment the work conducted by federal agencies under applicable authorities.

29. Sections 22.2, 22.3, and 22.4 are amended as follows:

22.2 Section 10 Incidental Take Permit

As provided in this Section of the Agreement, the Parties anticipate that certain Non-Federal Parties and other non-federal persons or entities will apply for incidental take permits through ESA section 10(a)(1)(B) to seek Regulatory Approval related to actions that may result in incidental take of species that are currently listed or that may become listed under the ESA. Such applications for incidental take permits will address the actions of non-federal persons or entities that occur in geographic areas of the Upper Klamath Basin and Klamath River and its tributaries above the current site of Iron Gate Dam. Because effects of such actions may cause incidental take both above and below the current site of Iron Gate Dam, these applications shall address any effects of such actions on such listed and unlisted Species both above and below the current site of Iron Gate Dam.

22.2.1. Section 10(a)(1)(B) Permit for Listed and Unlisted Species; Klamath Reclamation Project

The Parties anticipate that Non-Federal parties associated with the Klamath Reclamation Project will seek Regulatory Approval through ESA section 10(a)(1)(B) related to actions that may result in incidental take of species that are currently listed or may become listed under the ESA, including but not necessarily limited to the diversion, use and re-use of water as limited under Section 15.3.1.A and Appendix E-1. Such Non-Federal parties shall apply to NMFS and FWS under ESA section 10(a)(1)(B) and implementing regulations for an incidental take permit(s). Any such application may seek incidental take authorization for the applicant(s) or other persons or entities whose incidental take may be authorized through the permitting on such application under Applicable Law. Subject to Section 22.2.2, such application(s) shall be submitted with a Habitat Conservation Plan(s) developed by the Non-Federal parties. With respect to amounts of

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Deleted: Party applicants

Deleted: Such Non-Federal Parties shall include KWAPA and any other Non-Federal Parties who may incidentally take ESA listed Species and/or who seek regulatory Assurances under this Agreement and the ESA for incidental take of currently unlisted Species

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Deleted: based on effects of actions that result from implementation of this Agreement

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Deleted: Party applicants

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Deleted: submit applications by themselves or by persons or entities who could obtain a permit for one or more of such Non-Federal Parties; and may submit applications with either

Deleted: as provided in this Section of this Agreement or a General Conservation Plan as provided in Section 22.2.2 of this Agreement

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Deleted: , which may include individual incidental take permits or general or programmatic or umbrella incidental take permits for such listed and unlisted Species.

water diverted from Upper Klamath Lake and the Klamath River, in the application(s) and Habitat Conservation Plan(s) submitted by or on behalf of KWAPA or others reliant on the Settlement Points of Diversion, the steps to minimize and mitigate impacts of take and the operating conservation plan shall consist of and provide for the operation of the Klamath Reclamation Project and the Settlement Points of Diversion consistent with the limitations on diversion of water from Upper Klamath Lake and the Klamath River as provided in Section 15.3.1.A and Appendix E-1 and any other applicable provisions of this Agreement. In addition, such application(s) and Habitat Conservation Plan(s) will include other measures as described in Section 22.2.6. The Parties understand that an application by KWAPA and/or other Klamath Reclamation Project interests for a Section 10 permit based on a Habitat Conservation Plan shall embrace a period substantially beyond the term of the Agreement under Section 1.6.

22.2.2. General Conservation Plan for Use in Application for Section 10(a)(1)(B) Permits

A. Development of a General Conservation Plan

- i. NMFS and FWS shall lead the development of a General Conservation Plan(s) under ESA section 10(a)(1)(B), consistent with NMFS and FWS’ implementing regulations and policy, including the “Five Point Policy” (65 Fed. Reg. 35242) (June 1, 2000). Such General Conservation Plan(s) will provide a conservation plan(s) for activities of non-federal persons or entities not associated with the Klamath Reclamation Project who wish to rely on the General Conservation Plan(s) in applying for an incidental take permit under ESA section 10(a)(1)(B) related to actions not inconsistent with this Agreement that may result in incidental take of species that are listed or could become listed under the ESA. In addition, if requested by KWAPA and KWUA, NMFS and FWS will develop a General Conservation Plan(s) to include specific activities associated with the Klamath Reclamation Project area rather than such activities being addressed in a Habitat Conservation Plan completed by Non-Federal parties as provided under Section 22.2.1 of this Agreement.
- ii. The General Conservation Plan(s) will include: (1) a conservation strategy with biological goals and objectives; (2) use of adaptive management as a tool to address uncertainty in the conservation of covered Species; (3) a monitoring program and reports to provide necessary information to assess compliance, project impacts, progress toward biological goals and objectives, and information for adaptive management; and (4) opportunity for applicant and public participation.

Deleted: either (i) use a General Conservation Plan(s) as provided below, or (ii) develop a Habitat Conservation Plan(s) as provided below, and provide any other information and documents necessary to apply to NMFS and FWS for an incidental take permit(s) under ESA section 10(a)(1)(B) and implementing regulations for such listed and unlisted Species.

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Deleted: Such applications for incidental take permits using either a General Conservation Plan(s) or Habitat Conservation Plan(s) will be limited to addressing the non-Federal applicants’ actions of non-federal entities that occur in that portion of the Upper Klamath Basin and Klamath River and its tributaries above the current site of Iron Gate Dam. Because effects of such actions may cause incidental take both above and below the current site of Iron Gate Dam, these applications shall address any effects of such actions on such listed and unlisted Species both above and below the current site of Iron Gate Dam.

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- iii. For purposes of eligibility of Off-Project Power Users for the Power for Water Management Program, as provided in Section 17.3.2, the Parties shall support provision that the geographic scope of the General Conservation Plan(s) will be at least co-extensive with the scope of Agreement dated 1956, between the California Oregon Power Company, predecessor in interest of PacifiCorp, and Klamath Basin Water Users Protective Association, as the predecessor in interest of the Klamath Off-Project Water Users Association. To the extent that it sufficiently covers actions on individual properties, this General Conservation Plan(s) will be available for the use of any applicant to include with any other information and documents necessary to apply for an incidental take permit(s) under ESA section 10(a)(1)(B) and implementing regulations.
- iv. In development of the General Conservation Plan(s), NMFS and FWS shall collaborate with interested Tribes, and NMFS and FWS shall coordinate with other interested Parties, applicants, and other stakeholders.

B. Standards for the General Conservation Plan

In addition to standards in ESA section 10 and NMFS and FWS' implementing regulations and policy, including use of best scientific and commercial data available, NMFS and FWS' development and implementation of the General Conservation Plan(s), and decision(s) on whether to issue incidental take permits, shall be done in coordination with the Fisheries Restoration and Reintroduction Plans specified in Sections 10 and 11 of this Agreement.

C. Covered Activities and Potential Measures for the General Conservation Plan

Activities covered under the General Conservation Plan(s) may include, but not be limited to, diversion and application of water, agricultural operations, grazing, road construction and maintenance, vegetation management, timber management, and actions associated with restoration, management, and maintenance of the riparian corridor. Measures for minimization and mitigation of incidental take under the General Conservation Plan(s) will be based on NMFS and FWS' evaluation, in cooperation with applicants, of site-specific conditions, and may include, but not be limited to, screening of diversions, management of livestock access, protection and enhancement of riparian vegetation, fish passage improvement, culvert replacement, and reduction of erosion and sedimentation from streambanks and roads.

22.2.3. Alternative to Develop Habitat Conservation Plans for Use in Application of Section 10(a)(1)(B) Permit

As an alternative to the General Conservation Plan(s) described in Section 22.2.2, Parties or others may develop Habitat Conservation Plan(s) for use with other information and documents necessary to apply for an incidental take permit(s) under ESA section 10(a)(1)(B) and implementing regulations for such listed and unlisted Species. In that case, NMFS and FWS shall assist in the development of any such Habitat Conservation Plan(s) and related documents by providing outreach and guidance about statutory, regulatory, and policy standards and by facilitating development of associated application packages that meets applicable standards. In addition, NMFS and FWS shall, without creating new obligations beyond Applicable Law, encourage applicants to develop any such Habitat Conservation Plan(s) consistent with the Fisheries Plans specified in Sections 10, 11, and 12, as applicable. The Parties also recognize that, in some circumstances, certain incidental take of listed species by Non-Federal parties in compliance with terms and conditions of an incidental take statement issued under ESA section 7(b)(4) shall not be considered prohibited taking as provided in ESA section 7(o)(2), and this Agreement does not modify Applicable Law related to this subject.

[No changes in subsections 22.2.4, 22.2.5, 22.2.6, or 22.3]

22.4. Reconsideration of Limitations on Diversions

This section applies if NMFS or FWS determine or preliminarily determine based on Applicable Law that Reclamation's action related to operation of the Klamath Reclamation Project, or diversion and use of water from the Settlement Points of Diversion (or permitting of associated incidental take, as applicable), as described in Sections 22.1.2 and 22.2, will result in the following:

- (i) An application under ESA section 10(a)(1)(B) and related conservation plan do not meet the criteria of ESA section 10(a)(2)(B)(ii) or (iv);
- (ii) Proposed federal actions would not comply with section 7(a)(2) of the ESA; or
- (iii) Reinitiation of formal consultation on any federal action, or reopening or revocation or cancellation of any permit may be necessary under Applicable Law.

In that event, before seeking any further limitations on diversion, use and reuse of water related to the Klamath Reclamation Project beyond the limitations provided in Appendix E-1 and any other applicable provisions of this Agreement, NMFS and FWS will consider, to the maximum extent consistent with the ESA and any other Applicable Law, whether:

- (i) measures to increase water supply in Upper Klamath Lake as provided in Section 18 are implemented as provided therein;

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Deleted: are likely to jeopardize the continued existence of listed Species or result in destruction or adverse modification of critical habitat

Deleted: biological opinion

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- (ii) the Parties have implemented all other relevant obligations under this Agreement for the protection of the affected resources; and
- (iii) there are any reasonably available alternative or additional habitat restoration actions or alternative sources of water.

30. Section 32.1 and 32.3 are amended as follows

Tribal Participation in Fisheries and Other Programs

32.1 Purpose

The Parties support participation by the Tribes in the Fisheries and other programs under this Agreement. Specifically, funding provided for this purpose shall be used in each Tribe's discretion for the purposes of: (i) building each Tribe's internal capacity to participate in the Collaborative Management and restoration of the fisheries; (ii) administration of each Tribe's fisheries-related programs; and (iii) participation in conservation management programs for habitat above Upper Klamath Lake and on the Klamath River consistent with the goals established under this Agreement.

Deleted: tribal

32.2 *No change*

32.3 Other Funding

In the Collaborative Management of the Environmental Water and resources of the Klamath Basin, and as consistent with Applicable Law, the Tribes shall be priority recipients of eligible federal grants and funds for the Fisheries Program described in Part III.

As part of the Annual Funding Review in Section 13.2, for funding authorized and appropriated to implement Part III of this Agreement, the Federal Agency Parties that receive such appropriated funding shall consult with the Tribes and other Fish Managers each fiscal year to plan and determine the amount of federal funding in excess of federal funding in place at the authorization and execution of this Agreement (annually indexed for inflation) in current and future fiscal years for fisheries restoration, monitoring, reintroduction, and conservation management activities.

32.3.1 Department of the Interior

For the Secretary of the Interior, only:

- (i) to the extent additional funds are in fact appropriated pursuant to Part III of this Agreement for implementation of restoration,

monitoring, reintroduction, and conservation management actions by the Tribes, and

(ii) for years that such additional funds are available to the Secretary,

notwithstanding any other provision of the law, the Secretary shall, at the election of the respective Tribe, provide such additional funds to the Tribes, through Titles I and IV of P.L. 93-638, as amended by Title II of P.L. 103-413, or through grants, cooperative agreements, or other arrangements provided that: (1) expenses, including direct and indirect costs, do not exceed those that would be incurred otherwise by the Interior bureaus in accomplishing the same results; (2) the resource actions that will be conducted by any of the Tribes are consistent with the Fisheries Restoration Plan under Section 10, Reintroduction Plans under Section 11, Fisheries Monitoring Plan under Section 12, and Annual Program of Work under Section 13.3.1 of this Agreement; and (3) the resource monitoring or restoration actions that will be conducted by any of the Tribes are determined likely to provide the same performance standards of the Interior partner. The Secretary of Interior may, in his judgment, require contract terms and conditions as necessary to ensure the above requirements are met and the standards of performance are achieved.

Nothing in this section 32.3.1 of this Agreement is intended to prohibit the Secretary from funding the states to implement appropriate measures in Part III of this agreement.

32.2.2 Departments of Agriculture, Commerce

Given that Public Law 93-638 does not apply to the Secretaries of Agriculture and Commerce, NMFS and the Forest Service shall consult with the Tribes and other Fish Managers each fiscal year to plan and determine the amount of federal funding in excess of federal funding in place at the authorization and execution of his Agreement (annually indexed for inflation) in current and future years for Tribes to implement fisheries restoration, monitoring, reintroduction and conservation management activities under this Agreement consistent with Applicable Law through grants, cooperative agreements, contracts, or otherwise under existing authorities. Any activities implemented by the Tribes under these existing authorities shall adhere to Applicable Law and NMFS and Forest Service program requirements.

32.2.3 Funding Outside This Agreement

The Tribes will remain eligible for funding associated with fisheries restoration and reintroduction programs outside the scope of this Agreement.

31. Section 35.2 is amended as follows:

In signing this Agreement, a Public Agency Party expresses its support for the Agreement and exercises its authorities in a manner consistent with Sections 2.2.7 and 7.4.3.

B. KWAPA and UKWUA formed the Klamath Basin Power Alliance pursuant to section 17.4.1 of the Agreement and the Parties agree that the Klamath Basin Power Alliance shall be the Management Entity under Section 17.4 of the Agreement. The Parties confirm that Klamath Basin Power Alliance has followed the procedures in Section 7.2.2. Klamath Basin Power Alliance shall be a Party to the Agreement and this First Amendment if: i) Klamath Basin Power Alliance signs this First Amendment; and ii) Klamath Basin Power Alliance (concurrent with its signing of this First Amendment), PacifiCorp, the United States Department of the Interior and the United States Department of Commerce's National Marine Fisheries' Service approve and sign an agreement that Klamath Basin Power Alliance is a Party to the Hydroelectric Settlement. The Parties agree that the Hydroelectric Settlement shall be deemed to be amended to include Klamath Basin Power Alliance as a Party upon the satisfaction of these conditions.

C. The amendments in part A of this First Amendment shall be effective notwithstanding whether they meet the criteria for amendment under Section 7.2 of the Agreement.

D. All terms used in this First Amendment shall have the same meaning that such terms have in the Agreement.

E. This First Amendment shall be effective when executed by or on behalf of all Non-Federal Parties to the Agreement.

F. This First Amendment may be executed in counterparts. Each executed counterpart shall have the same force and effect as an original instrument as if all the signatory Parties to all the counterparts had signed the same document.

G. This First Amendment constitutes the final, complete, entire, and exclusive agreement and understanding of the Parties with respect to the subject matter of this First Amendment. It supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter hereof. No other document, representation, agreement, understanding, or promise constitutes any part of this First Amendment.

H. Each signatory to this First Amendment certifies that he or she is authorized to execute this First Amendment and to legally bind the Party he or she represents.

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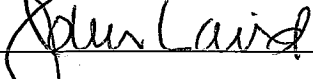
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Deleted: no Public Agency Party has taken an action

Signatures

State of California

California Natural Resources Agency



Date: 11/28/12

by: John Laird, Secretary

California Department of Fish and Game



Date: 12/4/12

by: Charlton H. Bonham, Director

State of Oregon

Governor of Oregon

Date: _____

by: John Kitzhaber, Governor

Oregon Department of Environmental Quality

Date: _____

by: Dick Pedersen, Director

Oregon Department of Fish and Wildlife

Date: _____

by: Roy Elicker, Director

Oregon Water Resources Department

Date: _____

Signatures

State of California

California Natural Resources Agency

_____ Date: _____

by: Edmund G. Brown, Governor

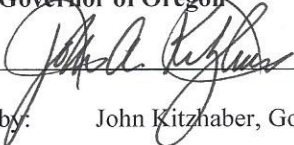
California Department of Fish and Game

_____ Date: _____

by: Charlton H. Bonham, Director

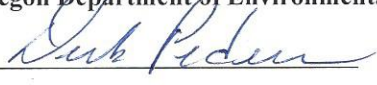
State of Oregon

Governor of Oregon

 _____ Date: 12/14/2012

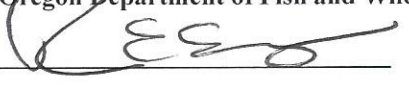
by: John Kitzhaber, Governor

Oregon Department of Environmental Quality

 _____ Date: 11/21/2012

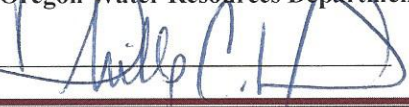
by: Dick Pedersen, Director

Oregon Department of Fish and Wildlife

 _____ Date: 11/21/12

by: Roy Elicker, Director

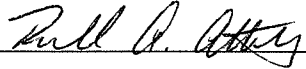
Oregon Water Resources Department

 _____ Date: 11/19/2012

by: Phillip C. Ward, Director

Tribes

Karuk Tribe

_____ 

Date: 11-9-12

by: Russell Attebery, Chairman

Klamath Tribes

Date: _____

by: Gary Frost, Chairman

Yurok Tribe

Date: _____

by: Thomas O'Rourke, Chairman

Counties

Humboldt County, California

Date: _____

by: Mark Lovelace, Chairperson

Klamath County, Oregon

Date: _____

by: Commissioner

Irrigators

by: Phillip C. Ward, Director

Tribes

Karuk Tribe

_____ Date: _____

by: Russell Attebery, Chairman

Klamath Tribes

 _____ Date: 12-19-12

by: Gary Frost, Chairman

Yurok Tribe

_____ Date: _____

by: Thomas O'Rourke, Chairman

Counties

Humboldt County, California

_____ Date: _____

by: Mark Lovelace, Chairperson

Klamath County, Oregon

_____ Date: _____

by: Commissioner

Irrigators

by: Phillip C. Ward, Director

Tribes


Karuk Tribe

_____ Date: _____
by: Russell Attebery, Chairman

Klamath Tribes

_____ Date: _____
by: Gary Frost, Chairman

Yurok Tribe

 Date: 12-20-12
by: Thomas O'Rourke, Chairman

Counties

Humboldt County, California

_____ Date: _____
by: Mark Lovelace, Chairperson

Klamath County, Oregon

_____ Date: _____
by: Commissioner

Irrigators

by: Phillip C. Ward, Director

Tribes

Karuk Tribe

_____ Date: _____

by: Russell Attebery, Chairman

Klamath Tribes

_____ Date: _____

by: Gary Frost, Chairman

Yurok Tribe

_____ Date: _____

by: Thomas O'Rourke, Chairman

Counties

Humboldt County, California

Virginia Bass Date: 12/4/12

by: Virginia Bass, Chairperson

Klamath County, Oregon

_____ Date: _____

by: Commissioner

Irrigators

by: Phillip C. Ward, Director

Tribes

Karuk Tribe

Date: _____

by: Russell Attebery, Chairman

Klamath Tribes

Date: _____

by: Gary Frost, Chairman

Yurok Tribe

Date: _____

by: Thomas O'Rourke, Chairman

Counties

Humboldt County, California

Date: _____

by: Mark Lovelace, Chairperson

Klamath County, Oregon

Cheryl Sturice

Date: *11-20-12*

by: Commissioner

Irrigators

Ady District Improvement Company



Date: 12-16-12

by: Robert Flowers, President

Collins Products, LLC

Date: _____

by: Eric Schooler, President and Chief Executive Officer

Enterprise Irrigation District

Date: _____

by: Michael Beeson, President

Don Johnston & Son

Date: _____

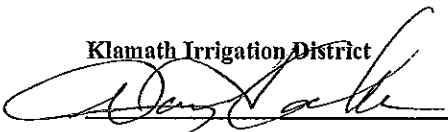
by: Donald Scott Johnston, Owner

Inter-County Properties Co., which acquired title as Inter-County Title Co.

Date: _____

by: Darrel E. Pierce

Klamath Irrigation District



Date: 11/16/2012

by: David Cacka, President

Klamath Drainage District

Ady District Improvement Company

_____ Date: _____

by: Robert Flowers, President

Collins Products, LLC

Eric Schooler

Date: 12/12/22

by: Eric Schooler, President and Chief Executive Officer

Enterprise Irrigation District

_____ Date: _____

by: Michael Beeson, President

Don Johnston & Son

_____ Date: _____

by: Donald Scott Johnston, Owner

Inter-County Properties Co., which acquired title as Inter-County Title Co.

_____ Date: _____

by: Darrel E. Pierce

Klamath Irrigation District

_____ Date: _____

by: David Cacka, President

Klamath Drainage District

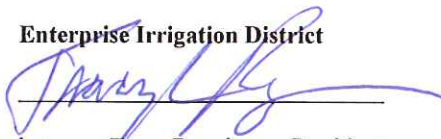
Ady District Improvement Company

_____ Date: _____
by: Robert Flowers, President

Collins Products, LLC

_____ Date: _____
by: Eric Schooler, President and Chief Executive Officer

Enterprise Irrigation District

 _____ Date: 12/29/2012
by: Tracy Ronningen, President

Don Johnston & Son

_____ Date: _____
by: Donald Scott Johnston, Owner

Inter-County Properties Co., which acquired title as Inter-County Title Co.

_____ Date: _____
by: Darrel E. Pierce

Klamath Irrigation District

_____ Date: _____
by: David Cacka, President

Klamath Drainage District

Ady District Improvement Company

_____ Date: _____
by: Robert Flowers, President

Collins Products, LLC

_____ Date: _____
by: Eric Schooler, President and Chief Executive Officer

Enterprise Irrigation District

_____ Date: _____
by: Michael Beeson, President

Don Johnston & Son

Donald Scott Johnston Date: 10/28/12
by: Donald Scott Johnston, Owner

Inter-County Properties Co., which acquired title as Inter-County Title Co.

_____ Date: _____
by: Darrel E. Pierce

Klamath Irrigation District

_____ Date: _____
by: David Cacka, President

Klamath Drainage District

Ady District Improvement Company

_____ Date: _____

by: Robert Flowers, President

Collins Products, LLC

_____ Date: _____

by: Eric Schooler, President and Chief Executive Officer

Enterprise Irrigation District

_____ Date: _____

by: Michael Beeson, President

Don Johnston & Son

_____ Date: _____

by: Donald Scott Johnston, Owner

Inter-County Properties Co., which acquired title as Inter-County Title Co.

Darrel E. Pierce Date: *11-1-12*

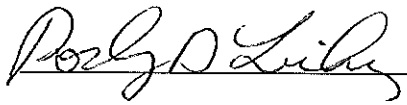
by: Darrel E. Pierce

Klamath Irrigation District

_____ Date: _____

by: David Cacka, President

Klamath Drainage District



Date: 12-12-12

by: Rocky Liskey, Vice-President

Klamath Basin Improvement District

Date: _____

by: Warren Haught, Chairman

Klamath Basin Power Alliance

Date: _____

by: Karl Scronce, President

Klamath Water Users Association

Date: _____

by: Gary Wright, President

Klamath Water and Power Agency

Date: _____

by: Edward T. Bair, Chairman of the Board

Bradley S. Luscombe

Date: _____

by: Bradley S. Luscombe

Malin Irrigation District

Date: _____

by: Edwin Stastny, President

_____ Date: _____
by: Luther Horsley, President

Klamath Basin Improvement District
X Warren Haught Date: *12-6-2013*^{JB WH}
by: Warren Haught, Chairman

Klamath Basin Power Alliance
_____ Date: _____
by: Karl Scronce, President

Klamath Water Users Association
_____ Date: _____
by: Gary Wright, President

Klamath Water and Power Agency
_____ Date: _____
by: Edward T. Bair, Chairman of the Board

Bradley S. Luscombe
_____ Date: _____
by: Bradley S. Luscombe

Malin Irrigation District
_____ Date: _____
by: Edwin Stastny, President

_____ Date: _____
by: Luther Horsley, President

Klamath Basin Improvement District

_____ Date: _____
by: Warren Haught, Chairman

Klamath Basin Power Alliance

Karl Scronce Date: 11-29-12
by: Karl Scronce, President

Klamath Water Users Association

_____ Date: _____
by: Gary Wright, President

Klamath Water and Power Agency

_____ Date: _____
by: Edward T. Bair, Chairman of the Board

Bradley S. Luscombe

_____ Date: _____
by: Bradley S. Luscombe

Malin Irrigation District

_____ Date: _____
by: Edwin Stastny, President

_____ Date: _____
by: Luther Horsley, President

Klamath Basin Improvement District

_____ Date: _____
by: Warren Haught, Chairman

Klamath Basin Power Alliance

_____ Date: _____
by: Karl Scronce, President

Klamath Water Users Association

Gary Wright Date: *Nov. 19, 12*
by: Gary Wright, President

Klamath Water and Power Agency

Edward T. Bair Date: *12/7/12*
by: Edward T. Bair, Chairman of the Board

Bradley S. Luscombe

_____ Date: _____
by: Bradley S. Luscombe

Malin Irrigation District

_____ Date: _____
by: Edwin Stastny, President

_____ Date: _____
by: Luther Horsley, President

Klamath Basin Improvement District

_____ Date: _____
by: Warren Haught, Chairman

Klamath Basin Power Alliance

_____ Date: _____
by: Karl Scronce, President

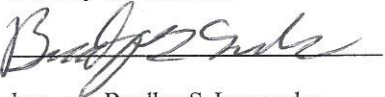
Klamath Water Users Association

_____ Date: _____
by: Gary Wright, President

Klamath Water and Power Agency

_____ Date: _____
by: Edward T. Bair, Chairman of the Board

Bradley S. Luscombe

 Date: 10-31-12
by: Bradley S. Luscombe

Malin Irrigation District

_____ Date: _____
by: Edwin Stastny, President

_____ Date: _____
by: Luther Horsley, President

Klamath Basin Improvement District

_____ Date: _____
by: Warren Hought, Chairman

Klamath Basin Power Alliance

_____ Date: _____
by: Karl Scronce, President

Klamath Water Users Association

_____ Date: _____
by: Gary Wright, President


Klamath Water and Power Agency

_____ Date: _____
by: Edward T. Bair, Chairman of the Board

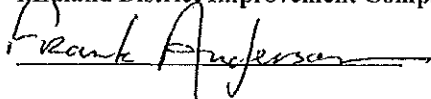
Bradley S. Luscombe

_____ Date: _____
by: Bradley S. Luscombe

Malin Irrigation District

 _____ Date: 11/14/12
by: Edwin Stastny, President

Midland District Improvement Company



Date: 12-13-2012

by: Frank Anderson, Director

Pioneer District Improvement Company

_____ Date: _____

by: Lyle Logan, President

Plevna District Improvement Company

_____ Date: _____

by: Steve Roach, President

Reames Golf and Country Club

_____ Date: _____

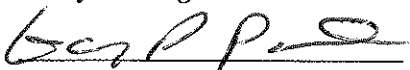
by: Paul Crawford, President

Shasta View Irrigation District

_____ Date: _____

by: Claude Hagerty, President

Sunnyside Irrigation District



Date: 12-18-12

by: Pat Patterson, President

Tulelake Irrigation District

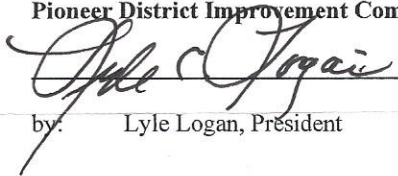
_____ Date: _____

Midland District Improvement Company

_____ Date: _____

by: Frank Anderson, President

Pioneer District Improvement Company



Date: 11-05-2012

by: Lyle Logan, President

Plevna District Improvement Company

_____ Date: _____

by: Steve Roach, President

Reames Golf and Country Club

_____ Date: _____

by: L.H. Woodward, President

Shasta View Irrigation District

_____ Date: _____

by: Claude Hagerty, President

Sunnyside Irrigation District

_____ Date: _____

by: Charles Kerr, President

Tulelake Irrigation District

_____ Date: _____

Midland District Improvement Company

_____ Date: _____
by: Frank Anderson, President

Pioneer District Improvement Company

_____ Date: _____
by: Lyle Logan, President

Plevna District Improvement Company

Steve Roach Date: 10/23/12
by: Steve Roach, President

Reames Golf and Country Club

_____ Date: _____
by: L.H. Woodward, President

Shasta View Irrigation District

_____ Date: _____
by: Claude Hagerty, President

Sunnyside Irrigation District

_____ Date: _____
by: Charles Kerr, President

Tulelake Irrigation District

_____ Date: _____

Midland District Improvement Company

_____ Date: _____

by: Frank Anderson, President

Pioneer District Improvement Company

_____ Date: _____

by: Lyle Logan, President

Plevna District Improvement Company

_____ Date: _____

by: Steve Roach, President

Reames Golf and Country Club



Date: 12-8-12

by: Paul Crawford, President

Shasta View Irrigation District

_____ Date: _____

by: Claude Hagerty, President

Sunnyside Irrigation District

_____ Date: _____

by: Pat Patterson, President

Tulelake Irrigation District

_____ Date: _____

Midland District Improvement Company

_____ Date: _____

by: Frank Anderson, President

Pioneer District Improvement Company

_____ Date: _____

by: Lyle Logan, President

Plevna District Improvement Company

_____ Date: _____


by: Steve Roach, President

Reames Golf and Country Club

_____ Date: _____

by: L.H. Woodward, President

Shasta View Irrigation District

 _____

Date: 11/14/2012

by: Claude Hagerty, President

Sunnyside Irrigation District

_____ Date: _____

by: Charles Kerr, President

Tulelake Irrigation District

_____ Date: _____

Midland District Improvement Company

_____ Date: _____
by: Frank Anderson, President

Pioneer District Improvement Company

_____ Date: _____
by: Lyle Logan, President

Plevna District Improvement Company

_____ Date: _____
by: Steve Roach, President

Reames Golf and Country Club

_____ Date: _____
by: L.H. Woodward, President

Shasta View Irrigation District

_____ Date: _____
by: Claude Hagerty, President

Sunnyside Irrigation District

_____ Date: _____
by: Charles Kerr, President

Tulelake Irrigation District

 _____ Date: 11/13/2012

by: John Crawford, President

Upper Klamath Water Users Association

Matthew D. Walters

Date: 10/22/12

by: Matthew D. Walters, President

Van Brimmer Ditch Company

_____ Date: _____

by: Gary Orem, President

Randolph Walthall and Jane Walthall as trustees under declaration of trust dated November 28, 1995

_____ Date: _____

by: Jane Walthall

Westside Improvement District #4

_____ Date: _____

by: Steven L. Kandra, President

Winema Hunting Lodge, Inc.

_____ Date: _____

by: R. David Bolls, III

Other Organizations

American Rivers

_____ Date: _____


by: John Crawford, President

Upper Klamath Water Users Association

_____ Date: _____

by: Matthew D. Walters, President

Van Brimmer Ditch Company

 Date: 11/30/12

by: Gary Orem, President

Randolph Walthall and Jane Walthall as trustees under declaration of trust dated November 28, 1995

_____ Date: _____

by: Jane Walthall

Westside Improvement District #4

_____ Date: _____

by: Steven L. Kandra, President

Winema Hunting Lodge, Inc.

_____ Date: _____

by: R. David Bolls, III

Other Organizations

American Rivers

_____ Date: _____

by: John Crawford, President

Upper Klamath Water Users Association

_____ Date: _____

by: Matthew D. Walters, President

Van Brimmer Ditch Company

_____ Date: _____

by: Gary Orem, President

Randolph Walthall and Jane Walthall as trustees under declaration of trust dated November 28, 1995

Jane Walthall

Date: 11-20-12

by: Jane Walthall

Westside Improvement District #4

_____ Date: _____

by: Steven L. Kandra, President

Winema Hunting Lodge, Inc.

_____ Date: _____

by: R. David Bolls, III

Other Organizations

American Rivers

_____ Date: _____

by: John Crawford, President

Upper Klamath Water Users Association

_____ Date: _____

by: Matthew D. Walters, President

Van Brimmer Ditch Company

_____ Date: _____

by: Gary Orem, President

Randolph Walthall and Jane Walthall as trustees under declaration of trust dated November 28, 1995

_____ Date: _____

by: Jane Walthall

Westside Improvement District #4

 _____ Date: Dec. 4, 2012

by: Steven L. Kandra, President

Winema Hunting Lodge, Inc.

_____ Date: _____

by: R. David Bolls, III

Other Organizations

American Rivers

_____ Date: _____

by: John Crawford, President

Upper Klamath Water Users Association

_____ Date: _____

by: Matthew D. Walters, President

Van Brimmer Ditch Company

_____ Date: _____

by: Gary Orem, President

**Randolph Walthall and Jane Walthall as trustees under declaration of trust dated
November 28, 1995**

_____ Date: _____

by: Jane Walthall

Westside Improvement District #4

_____ Date: _____

by: Steven L. Kandra, President

Winema Hunting Lodge, Inc.



Date: November 21, 2012

by: R. David Bolls, III, *Secretary*

Other Organizations

American Rivers

_____ Date: _____

by: John Crawford, President

Upper Klamath Water Users Association

_____ Date: _____

by: Matthew D. Walters, President

Van Brimmer Ditch Company

_____ Date: _____

by: Gary Orem, President

Randolph Walthall and Jane Walthall as trustees under declaration of trust dated November 28, 1995

_____ Date: _____

by: Jane Walthall

Westside Improvement District #4

_____ Date: _____

by: Steven L. Kandra, President


Winema Hunting Lodge, Inc.

_____ Date: _____

by: R. David Bolls, III

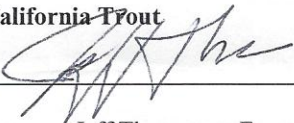
Other Organizations

American Rivers

 _____ Date: 12/14/12

by: William Robert Irvin, President

California Trout



Date: 11/15/12

by: Jeff Thompson, Executive Director

Institute for Fisheries Resources

_____ Date: _____

by: Glen Spain, Northwest Regional Director

Northern California Council, Federation of Fly Fishers

_____ Date: _____

by: Mark Rockwell, Vice-President, Conservation

Pacific Coast Federation of Fishermen's Associations

_____ Date: _____

by: Glen Spain, Northwest Regional Director

Salmon River Restoration Council

_____ Date: _____

by: Petey Brucker, President

Trout Unlimited

_____ Date: _____

by: Chris Wood, Chief Executive Officer

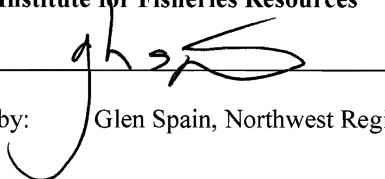
by: William Robert Irvin, President

California Trout

_____ Date: _____

by: George Shillinger, Executive Director

Institute for Fisheries Resources

 _____ Date: 10/25/12

by: Glen Spain, Northwest Regional Director

Northern California Council, Federation of Fly Fishers

_____ Date: _____

by: Mark Rockwell, Vice-President, Conservation

Pacific Coast Federation of Fishermen's Associations

 _____ Date: 10/25/12

by: Glen Spain, Northwest Regional Director

Salmon River Restoration Council

_____ Date: _____

by: Petey Brucker, President

Trout Unlimited

_____ Date: _____

by: Chris Wood, Chief Executive Officer

by: William Robert Irvin, President

California Trout

_____ Date: _____

by: George Shillinger, Executive Director

Institute for Fisheries Resources

_____ Date: _____

by: Glen Spain, Northwest Regional Director

Northern California Council, Federation of Fly Fishers

C. Mark Rockwell, VP Date: 12-12-12

by: Mark Rockwell, Vice-President, Conservation

Pacific Coast Federation of Fishermen's Associations

_____ Date: _____

by: Glen Spain, Northwest Regional Director

Salmon River Restoration Council

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by: Petey Brucker, President

Trout Unlimited

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by: Chris Wood, Chief Executive Officer

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California Trout

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Institute for Fisheries Resources

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by: Glen Spain, Northwest Regional Director

Northern California Council, Federation of Fly Fishers

_____ Date: _____

by: Mark Rockwell, Vice-President, Conservation

Pacific Coast Federation of Fishermen's Associations

_____ Date: _____

by: Glen Spain, Northwest Regional Director

Salmon River Restoration Council

Petey Brucker
with reservation
by: Petey Brucker, President

Date: 12/18/12

Trout Unlimited

_____ Date: _____

by: Chris Wood, Chief Executive Officer

by: William Robert Irvin, President

California Trout

_____ Date: _____

by: George Shillinger, Executive Director

Institute for Fisheries Resources

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by: Glen Spain, Northwest Regional Director

Northern California Council, Federation of Fly Fishers

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Pacific Coast Federation of Fishermen's Associations

_____ Date: _____

by: Glen Spain, Northwest Regional Director

Salmon River Restoration Council

_____ Date: _____

by: Petey Brucker, President

Trout Unlimited



Date: 12/13/12

by: Chris Wood, Chief Executive Officer