

Summary of Changes in the Klamath Basin Restoration Agreement between the January 7, 2010 Public Review Draft and the January 15, 2008 Draft

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Summary

On January 7, 2010, the Klamath Settlement Group (KSG) released a draft Klamath Basin Restoration Agreement for public review and comment. This final draft revises a prior draft of the Restoration Agreement that had been released on January 15, 2008. This document summarizes the changes made to the Restoration Agreement since that earlier release. The KSG participants made changes for three reasons: 1) as response to earlier public comments on the 2008 draft; 2) for consistency with the draft Klamath Hydroelectric Settlement Agreement released in draft form in September 2009; and as a Public Review draft on January 8, 2010; 3) to assure that the Restoration Agreement will achieve its stated goals in a cost-effective manner over its term of 50 years. This summary is intended to help the participants on the Klamath Settlement Group as they complete their formal review of the Restoration Agreement and decide whether to sign it.

Please note that this summary was prepared by the neutral facilitator. It is not intended as an interpretation of, or amendment to, the Restoration Agreement. Participants should refer to the specific language in each section for more detailed information about the changes. Section references refer to the January 7, 2010 Restoration Agreement; capitalized words have the same definition as in the Restoration Agreement.

MOST SIGNIFICANT CHANGES TO 2008 DRAFT

The most significant changes to the 2008 draft are as follows.

- The Federal agencies which assisted in negotiation of the Restoration Agreement will sign it and formally become Parties once Congress enacts authorizing legislation. Until then, these agencies will voluntarily implement measures within existing authorities.
- The Parties will review expenditures annually and report to all funding sources on the status of implementation of the measures in the Agreement.
- The Agreement may terminate only on two conditions: authorizing legislation is not timely enacted, or the Parties agree to termination. A right of withdrawal would arise if the water rights settlement between the Klamath Reclamation Project, its contractors, the Tribes and the United States fails.
- The Agreement integrates the programs for water and power management for the Klamath Reclamation Project. Certain elements of the power program were modified.

- The water rights settlement between the Klamath Reclamation Project, its contractors, Tribes and the United States will occur once specified preconditions occur, including removal of the Hydroelectric Facilities.
- The Agreement expressly provides that it will not affect the Trinity Restoration Program, or vice versa. At its request, the Hoopa Valley Tribe is not listed as a probable signatory of the Restoration Agreement.
- The program for water management in the Upper Klamath Basin is based on an expected settlement between the Off-Project irrigators and tribes.
- The program for the affected counties in Oregon and California now includes Del Norte, in addition to Humboldt, Siskiyou, and Klamath.

SPECIFIC CHANGES TO 2008 DRAFT

General Provisions

Parties (Section 1.1): Federal agencies will not initially sign the KBRA. They will provide letters committing to implement the provisions in the Agreement where they have current authority. The amendments to Section 1.1.2 clarified the process to add Federal Agency Parties when Authorizing Legislation is enacted. Also, other entities were both added and deleted from Section 1.1.1 at the request of those entities. Amendments in Sections 1.1.3 and 38 give organizations listed in Section 1.1.1 an additional 60 days to sign after the Effective Date. Changes in Sections 1.1.3 and 7.2.2, allow organization to apply to join as new parties beginning 60 days after the Effective Date and require an amendment of the Agreement.

Effectiveness (Section 1.5): Revisions in this section address changes in the Hydroelectric Settlement. The KSG moved all the Termination provisions to Section 7.6.

Definitions (Section 1.7): A number of definitions from the Hydroelectric Settlement were included in the Restoration Agreement. Other definitions were added or clarified.

Reservation of Rights (Section 2.2): Consolidates all reservations in one place; incorporates changes from the Hydroelectric Settlement. This adds a section that had been included in the Hydroelectric Settlement regarding the parties intention that the Restoration Agreement would not adversely affect the Trinity River Restoration Program, and that the Trinity Program would not adversely affect the Agreement.

Support for Legislation (Section 3.1): New language addresses the authorizations necessary for Federal Agencies to become Parties. New language commits the Parties to periodically confer to jointly promote the Authorizing Legislation, to evaluate whether

the legislation is materially consistent with the Agreement, and to recommend amendments to preserve the bargained-for benefits.

Implementation Obligations (Section 3.2.4.B): Clarifies that the commitments of the Parties are in the Agreement and that Appendix C-1 is a summary of the anticipated sequence of performance of those commitments.

Obligation to Cure (Section 3.2.4.B.vi): Revisions allow any Party to initiate Dispute Resolution to restore the bargained-for benefit if it believes the Authorizing Legislation is not materially consistent with Appendix A and B.

Environmental Review (Section 3.2.5): Reorganizes language into a new section.

Funding (Section 4.1.2): Clarifies that Appendix C-2 includes Federal and state funding; that the Parties will make adjustments based on changed circumstances; and that the Parties will maximize benefits. All references to support for funding are to Non-Federal Parties.

Other Funds (Section 4.1.4): Clarifies that the Parties will seek additional funding if needed.

Coordination and Oversight (Section 5): Revisions eliminate the term governance throughout the Agreement and substitute coordination and oversight as a better description of the function of the KBAC and KBCC.

Accountability (Section 5.4): Adds language on accountability, adaptive management, and reporting.

Dispute Resolution (Section 6.5): Technical amendments clarify that the Klamath Basin Coordinating Council facilitates resolution of disputes, but does not decide the resolution of a dispute.

Notice (Section 7.1): Clarifies the language so Notice shall be provided by electronic mail, unless an alternative is more appropriate and that the KBCC will maintain a distribution list.

Amendment of the Agreement (Section 7.2): Changes address the material inconsistency of Authorizing Legislation, and clarify language regarding changed circumstances and new parties.

Regulatory Obligations (Section 7.4.2): Clarifies that nothing in the Restoration Agreement establishes a right to enforce a Regulatory Obligation, or jurisdiction for such enforcement, against a Party if such right or jurisdiction does not otherwise exist under Applicable Law.

Actions Against a Federal Agency Party (Section 7.4.5): A new section clarifies that nothing in the Agreement establishes any jurisdiction or remedy against a Federal Agency Party if such jurisdiction or remedy does not otherwise exist under Applicable Law and a Party must pursue Dispute Resolution before it brings such an action.

Withdrawal (Section 7.5): A new provision allows a Party to withdraw if the Secretary publishes a notice under Section 15.3.4.C that there is no reasonable likelihood that a notice under Section 15.3.4.A will occur.

Termination (Section 7.6): Consolidates termination issues that had been in Section 1.5 and modifies this section to provide two termination conditions: authorizing legislation is not timely enacted, or the Parties agree to termination. Also, changes add provisions for a cure to potential termination events and modify the obligations surviving termination.

Klamath Hydroelectric Project (Section 8): Revisions conform this section to the Hydroelectric Settlement. Provisions regarding Keno and Link River dams are moved to Section 15.4.

Fisheries Program

Purposes (Section 9.2.1): The amendments clarify that anadromous fish reintroduction will be throughout their historic range—including use of restored and connected habitat, but excludes the Lost River.

Use of Best Available Science (Section 9.2.5): Adds language that the Fisheries Program shall be based on the best available scientific data and information. Fish Managers shall consider all relevant past and current scientific information.

Fisheries Program Goals (Section 9.2.6): Revisions add specificity to the goals to 1) restore and maintain ecological functionality and connectivity of historic Fish habitats; 2) re-establish and maintain naturally sustainable and viable populations of Fish to the full capacity of restored habitats; and 3) provide for Full Participation in Harvest Opportunities for Fish Species.

Fisheries Restoration Plan (Sections 10.1 and 10.2): New language clarifies the schedule for the Phase I and Phase II plans.

Plan Elements (Section 10.1.2): New language provides more specificity on the elements of the Plan and includes coordination with the plans for Facilities Removal.

Oregon Wildlife Policy (Section 11.1): The Oregon Fish and Wildlife Commission adopted the policy that was called for in the January 2008 draft; the new language reflects the adopted policy.

Oregon Fisheries Reintroduction and Management Plans (Section 11.2): A new subsection A clarifies the schedule to prepare and adopt the plan and links it to an Affirmative Determination under the Hydroelectric Settlement.

California Fisheries Reintroduction Plan (Section 11.4): A new section describes the process to develop the reintroduction plan for California and its elements.

Fisheries Monitoring Plan (Section 12): Modifications clarify the schedule to complete NEPA review and prepare the monitoring plan and add more specificity on what the plan will include.

Funding and Implementation (Section 13): Changes update the funding process to 2010 and add a milestone related to the fisheries restoration and monitoring plans.

Water Resources Program

Consistency with Applicable Law (Section 14.2): New language clarifies that nothing in the Agreement alters or eliminates the existence or amount of any tribal water or fishing rights, including claims to tribal water or fishing rights that have not yet been determined or quantified.

Funding (Section 14.3): Modifications support creation of three funds to implement sections of the Water Resources Program. Section 14.3.1 describes the On-Project Plan and Power for Water Management Fund and provides flexibility to give priority to funds for the Power for Water Management Program, up to the then-cumulative limits in the line items for this Program in Appendix C-2. Section 14.3.2 describes the Water Use Retirement and Off-Project Reliance Fund to implement Sections 16.2.2 and 19.5 respectively; the Off-Project Reliance Program does not begin until the Water Use Retirement Program is completed. Section 14.3.3 describes the Klamath Drought Fund to implement the Drought Plan to be developed under Section 19.2.

Klamath Reclamation Project (Section 15.1.1): Modifications clarify that the increase of 10,000 acre feet in the diversion limit would occur not later than the filing of Appendix E-1 to be consistent with changes in Section 15.3.

Collaboration on Irrigation Diversions and Environmental Water Management (Section 15.1.1.A): The KSG amended the schedule to clarify that KWAPA would complete the analysis described in this section based on the availability of funds. KWAPA will provide information to the TAT prior to the beginning of the irrigation season.

No Creation of Rights (Section 15.1.1.B.ii): A new section clarifies that Section 15 is not intended to create or establish any water rights or entitlement to deliveries.

Water for TLNWR and LKNWR Lease Lands (Section 15.1.2.D.i): Additional language addresses the agreement that portions of the On-Project Plan applicable to

certain National Wildlife Refuge lands (lease lands) shall be implemented and administered with the Refuge Manager.

Interim Agreement (Section 15.1.2.J): New language states that KPWU and FWS will seek to resolve outstanding issues related to water rights in the Refuges and will develop a plan consistent with Section 15.12.F.ii and a system consistent with 15.1.2.H.ii, and will agree to a plan consistent with Section 15.1.2.G.v, prior to the effectiveness of Section 15.1.2.

On-Project Plan (Section 15.2.1.C): A new provision calls for KWAPA to notify Reclamation and the KBCC if the plan measures, including funding, are inadequate to meet the purposes of the plan. If the KBCC identifies that additional funding is needed, the Non-Federal Parties will support such funding.

On-Project Plan (Section 15.2.1.D): A new section addresses the approval of the On-Project Plan as it relates to the National Wildlife Refuges' lease lands, to clarify that provisions of Section 15.1.2.D.i are applicable on the Effective Date.

Funding (Section 15.2.2.A): Revisions conform this section to changes in Section 14.3.1.

Schedule (Section 15.2.2.B): New language clarifies that approval of the plan would be 60 days after completion of any required environmental review. The revisions also clarify the measures that may be used in implementing the On-Project Plan. A new section addresses the administration of the plan, including provisions related to changes in Section 15.3. New language confirms that amendments of the plan are subject to Refuge Manager approval, as related to lease lands, and Reclamation approval.

Measures Related to Groundwater (Section 15.2.4.v): Revisions clarify that any periodic amendment to address impacts on groundwater shall be approved by Reclamation and that KWAPA may take actions outside the OPPA to offset impacts.

Tribal Assurances Related to Water Diversions to the Klamath Reclamation Project (Section 15.3): Revisions restructure this section based on further discussion and the provisions in the Hydroelectric Settlement. Interim assurances begin on the Effective Date and become permanent on the finding by the Secretary under Section 15.3.4.A or terminate if the Secretary publishes a notice described in Section 15.3.4.C. The conditions for the permanent assurances are amended; the "event" in the Hydroelectric Settlement is now that Facilities Removal has occurred; the applicable deadline under Section 15.3.8.A regarding completion of the On-Project Plan is also a condition. Other conditions are also amended so they are consistent with changes made in the sections that they reference. The United States, acting in its capacity as trustee for the Federally-recognized tribes of the Klamath Basin, provides interim assurances; permanent assurances would become effective pursuant to Section 15.3.4.A. Related changes are in Sections 2.2.8, 7.4.1, 15.1.1, 15.1.2, 15.2.2, 15.3.1, 15.3.2, 15.3.3, 15.3.4, 15.3.5, 15.3.6, 15.3.7, 15.3.8, 15.3.9, 15.3.10, 19.2.3, 20.4, and Appendix D on pages D.5 and D.6

Instream Water Transfer (Section 15.3.1.C): Revisions clarify that any instream transfer of unused Klamath Reclamation Project water rights would be pursued under, and be consistent with, applicable water law.

D Pumping Plant (Section 15.4.2): Modifications clarify the consistency with the existing allocation of D Plant costs within TID.

Refuge Lease Lands (Section 15.4.3.A): Modifications clarify that the section did not alter the authorities or obligations of the Secretary, FWS, or Reclamation to administer Applicable Law and revises language to clarify that the stated commitments are those of Non-Federal Parties.

Non-Federal Lands (Section 15.4.3.B): Additional language addresses consideration of the interest of neighboring landowners and coordination with appropriate irrigation districts in developing partnership agreements.

Past Lease Revenues, Title Transfer (Section 15.4.4.iii): Revised language clarifies that the authorized purposes of the Klamath Project are not determinative of whether Congress could approve title transfer.

Lease Land Revenues (Sections 15.4.4.B): New language clarifies the allocation of revenues that are included in Appendix A. Also, in Appendix A, provisions regarding the allocation of lease revenues are revised to provide for use of a portion of lease revenues for operation and maintenance costs of Keno and Link River Dams.

Operation and Maintenance (Sections 15.4.4.A.iii and B): New language states that the transfer would include terms of transfer agreed-to by KDD and the United States.

Terms Regarding Operation of Certain Klamath Reclamation Project Facilities (Section 15.4.5): Revisions move all of the provisions related to Keno and Link River dams to this section and modify the language.

Provisions of Title II of Public Law 97-293 (Section 15.4.6): This section had been called Authorizing Legislation in the January 2008 draft. All references to legislative provisions were moved from the Agreement to Appendix A. This section now contains revised language to address issues that had been in Section 15.4.5.B of the 2008 draft.

Consultation (Section 15.4.7): This new section requires the Secretary to develop a transparent process for: 1) analyzing and determining the costs associated with the Klamath Reclamation Project for which repayment or reimbursement may be required; and 2) consulting with contractors.

Off-Project Water Program (Section 16): Revisions identify the Parties that will develop the OPWAS and clarify the elements and process that may be part of the

OPWAS. New language states that any Off-Project irrigator may submit a written settlement proposal for consideration by the Klamath Tribes.

Water Use Retirement Program (Section 16.2.2): Revisions clarify the relationship between the OPWAS and WURP, the purpose, program area of, and measures to implement the WURP, the membership of the UBT, and coordination between the UBT and the KBCC. Revisions also designate OWRD to determine whether the WURP purposes have been achieved.

Power for Water Management (Section 17): These provisions are moved from Sections 25 through 28 in the January 2008 draft into the Water Program. The purposes in Section 17.1 were modified and the program elements were conformed to the new section numbers and titles. Please note that moving this section resulted in renumbering subsequent sections.

Power cost target (Section 17.1): Revisions modify the target to be at or below the average cost for similarly situated Reclamation irrigation and drainage projects in the surrounding area.

Funding (Section 17.2): Revision reallocate funding within the total KBRA budget to provide an additional \$8.5 million for the Power for Water Management Program.

Eligibility (Section 17.3): New provisions describe which individuals and districts or other water distribution entities identified in Section 1.1.1 as Parties associated with the Klamath Reclamation Project will be ineligible for benefits of the Power Program if they do not become Parties to the Agreement. Individuals within the listed water distribution entities who do not become Parties will also be ineligible, but in such circumstances a mechanism will be created to provide eligibility for individuals who support both agreements. An additional eligibility provision for Off-Project Power Users is added in Section 17.3.2.D, under which the KBCC, in consultation with NRCS or another relevant organization, will develop conservation criteria that would provide eligibility for Off-Project Power Users that are groundwater irrigators and not eligible for the other programs in the Restoration Agreement.

Program Management (Section 17.4): Revisions designate KWAPA and UKWUA, and KOPWU, if a Party to this Agreement and the Hydroelectric Settlement, as the organizations to form an entity to administer benefits of the Power for Water Management Program. New language also establishes the voting system for the Management Entity.

Federal Power (Section 17.6): Revisions to this provision support efforts by Reclamation to obtain an allocation of power from the Bonneville Power Administration for eligible Power Users in Oregon, and to obtain other allocations of Federal power that may be requested. The revisions also deleted a 2008 provision related to legislation to obtain “project use power” for certain loads in the Klamath Reclamation Project.

Renewable Power Program Financial and Engineering Plan (Section 17.7.2): Revision add more detail to the Financial and Engineering Plan provisions, including the elements the Secretary will consider in evaluating the plan. The new Cooperative Evaluation section describes the analysis that KWAPA and the Klamath Tribes will prepare regarding development of a biomass project or projects and a process for evaluation by the Secretary and the Chief of the Forest Service.

Funds for Investments in Renewable Energy; Use of Project Revenues (Section 17.7.3): Revisions add criteria and purposes for the use of the funds under the Power for Water Management Program. Revisions also add priorities for the use of the revenues from renewable resource projects: first, all operating, fuel, and maintenance costs of the project; second, to pay any then-due debt service costs related to the project; third, to fund or refill any project reserve accounts; fourth, all remaining project revenues shall be transferred to the Power Cost Reduction Fund established by the Management Entity to meet the power cost target in Section 17.1. The revisions also include a provision that if the Management Entity finds that no further funds from the investment account will be necessary to meet the power cost target, then any remaining funds will be provided to the grant funding sources.

Williamson River Delta (Section 18.2.1): Updates in this section reflect the completion of this project.

Agency Lake Ranch and Barnes Ranch (Section 18.2.2): The revisions provide more detail on the schedule and process for environmental review and implementation, including the continued pumped storage operations.

Wood River Wetland Restoration Project (Section 18.2.3): The revisions provide more detail on the schedule and process for environmental review and implementation.

Alternatives (Section 18.2.5): A new section commits the Parties to pursue amendments if the obligations in Sections 18.2.2 through 18.2.4 cannot be met or become technically infeasible or legally impossible.

Additional Conservation (Section 18.2.6): A new section supports continued investigations of methods to achieve conservation of Klamath Basin water.

Rogue River Basin: Amendments delete a prior provision related to investigation of substitute supplies for water used in the Rogue River Basin. There are no references to the Rogue River Basin in the current draft.

Technical Investigations of Future Storage Opportunities (Section 18.3): New provisions call for Reclamation to provide a progress report to the Parties every six months after the Effective Date.

Drought Plan (Section 19.2): Revision designate specific organizations to be part of the Lead Entity that will develop the Drought Plan. These amendments also include more

specificity regarding the elements of the Drought Plan and entities responsible for implementing it. Revisions add a detailed process and schedule for the development and approval of the Drought Plan.

Off Project Reliance Program (Section 19.5): Revisions add a program for eligible Off-Project irrigators (as defined in Section 19.5.3) to avoid or mitigate the immediate effects of unexpected circumstances that could affect the amount of water available for irrigation in the Off-Project area.

Environmental Water

Interim Program (Section 20.4.3): Revisions in this section include: 1) KWAPA and the Secretary shall evaluate whether and how long-term agreements under the On-Project Plan could serve, or be adapted to serve, the purposes of the interim program; 2) the Secretary shall coordinate with KWAPA, and each shall use Best Efforts to minimize areas of overlap of functions, avoid confusion or misunderstanding in the affected communities and limit overall costs between the interim program and the On-Project Plan; and 3) if the funds identified in Appendix C-2 for this interim program have been fully expended prior to meeting the permanent increases in water identified in the Agreement, the Parties will meet and confer to determine the source of future funding for the interim program.

Additional Measures to Protect Environmental Benefits of Flows (Section 20.5.4): New language states that the Agreement proactively addresses a significant number of water quality issues in the Klamath Basin.

Regulatory Assurances Program

Fish Entrapment Alleviation at Klamath Reclamation Project (Section 21.1.3): Clarifications in this section substitute language that is consistent with the Reclamation program.

Consequences of Water Deliveries (Section 21.3): Revisions clarify the status of Appendix E-1 on the Effective Date, the structure of the section, and that the provisions do not supersede the limitations on reopening or reconsideration that may apply under Applicable Law or any permit or Regulatory Approval, or implementing agreement entered into in connection with a permit or Regulatory Approval.

Reconsideration of Limitations on Diversions (Section 22.4): Revisions clarify and reformat this section.

California Fully Protected Species (Section 24.2): Additional language states that the draft legislation referred to in this section would be provided to the Parties within sixty days of concurrence by the Governor of California with an Affirmative Determination by the Secretary under Section 3.3 of the Hydroelectric Settlement

Counties' Mitigation and Benefits Program

Siskiyou County (Section 28): Revisions reflect the California legislation enacted in November 2009 that proposes a bond measure that would provide \$20 million to Siskiyou County. The amendment also adds that any Facilities Removal funds remaining from the \$250 million in bond funding that would be authorized for that purpose after (i) Facilities Removal including mitigation for CEQA impacts and (ii) any actions required to assure the City of Yreka water supply, may be used, jointly by California, through CDFG, and Siskiyou County, consistent with the Fisheries Restoration Plan, to plan and implement additional fisheries restoration projects in Siskiyou County. Such projects may include local fisheries restoration programs including removal or improvement of bridges, culverts, diversions or other obstructions to fish passage. The section also affords Siskiyou County the right to withdraw from the Agreement if the bond funding has not been approved by the time of the Secretarial determination under Section 3 of the Hydroelectric Settlement.

Humboldt County (Section 29): Revisions include a provision identical to the other California Counties' sections that any Facilities Removal funds remaining from the \$250 million bond authorized by the legislation after (i) Facilities Removal including mitigation for CEQA impacts and (ii) any actions required to assure the City of Yreka water supply, may be used, jointly by California, through CDFG, and Humboldt County, consistent with the Fisheries Restoration Plan, to plan and implement additional fisheries restoration projects in Humboldt County. Such projects may include local fisheries restoration programs including removal or improvement of bridges, culverts, diversions or other obstructions to fish passage.

Del Norte County (Section 30): Revisions include a new section for Del Norte County similar to the provisions for Humboldt County. The new section includes a provision identical to the other California Counties' sections that any Facilities Removal funds remaining from the \$250 million bond authorized by the legislation after (i) Facilities Removal including mitigation for CEQA impacts and (ii) any actions required to assure the City of Yreka water supply, may be used, jointly by California, through CDFG, and Del Norte County, consistent with the Fisheries Restoration Plan, to plan and implement additional fisheries restoration projects in Del Norte County. Such projects may include local fisheries restoration programs including removal or improvement of bridges, culverts, diversions or other obstructions to fish passage.

Tribal Program

Mazama Project (Section 33.2): Revision provide additional specificity on funding and add a withdrawal provision for the Klamath Tribes if the funding is not provided.

Execution

New Parties (Section 38): A new section provides an additional 60 days after the Effective Date for organizations listed in Section 1.1.1 (e.g., those which negotiated the Agreement and agreed to be listed) to sign the Agreement. The section also describes the

provisions that would be included in the Agreement if the Hoopa Valley Tribe decides that it wants to become a Party and would make it possible for the Hoopa Valley Tribe to become a Party by amendment earlier than 60 days after the Effective Date.

Appendices

Elements of the Proposed Federal Legislation (Appendix A): The KSG added the elements of the proposed Federal Legislation.

Proposed California and Oregon legislation (Appendix B): Language in these sections was updated since the January 2008 draft.

Schedule for Implementation of Agreement (Appendix C-1): The KSG revised the dates and actions to reflect changes in the Agreement.

Budget Estimates (Appendix C-2): The KSG included a budget estimate for the Off-Project Reliance Program that recognizes there is further discussion of additional funding potentially available within the total budget; this amount may be funded using reallocated funds. The KSG removed funding in the line items for the Hoopa Valley Tribe and included a footnote that upon becoming a Party to the KBRA in accordance with Section 38, the Hoopa Valley Tribe will be eligible for funding in categories and amounts equivalent to each of the other tribes in line items 99 through 110. Revisions also designate funding for fish passage at Keno Dam.

Coordination and Oversight (Appendix D): Revisions address the Federal Advisory Committee Act including the addition of a Federally-chartered Klamath Basin Advisory Council to advise Federal agencies. Revisions also specify the composition of the KBAC, KBCC and TAT and amend the decision making provisions for the KBAC and KBCC.

Klamath Reclamation Project Diversion Limitations (Appendix E-1): Technical and editorial changes.

Groundwater Investigation Scope of Work (Appendix E-2): The scope of work is updated from 2008.

Simulated Klamath River Flows and Upper Klamath Lake Levels (Appendix E-5): The analysis in this appendix is updated.

Stipulations filed with the Office of Administrative Hearings, State of Oregon for the Water Resources Department and Orders of the Administrative Law Judge (Appendix E-6): This material is now included.